

ANNOTATED AGENDA

Antioch City Council SPECIAL AND REGULAR MEETING

Date: Tuesday, May 13, 2025

Time: 4:00 P.M. – Closed Session

5:30 P.M. – Special Meeting/Budget Study Session

7:00 P.M. - Regular Meeting

Place: Council Chambers

200 'H' Street

Antioch, CA 94509

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

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Ron Bernal, Mayor
Louie Rocha, Mayor Pro Tem (District 2)
Tamisha Torres-Walker, Council Member District 1
Donald P. Freitas, Council Member District 3
Monica E. Wilson, Council Member District 4

Melissa Rhodes, City Clerk Jorge R. Rojas, City Treasurer

Bessie Marie Scott, City Manager Derek Cole, Interim City Attorney

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

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Unless otherwise noted, City Council actions include a determination that the California Environmental Quality Act (CEQA) does not apply. The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: Notifications – City of Antioch, California (antiochca.gov) 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). 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 <u>not</u> 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.

4:00 P.M. ROLL CALL – CLOSED SESSION – for Council Members – Council Members District 1

Torres-Walker, District 4 Wilson, Mayor Pro Tem (District 2) Rocha, and Mayor Bernal

[Council Member District 3 Freitas – Absent]

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS for Closed Session - None

CLOSED SESSION:

1) CONFERENCE WITH REAL PROPERTY NEGOTIATIONS – pursuant to California Government Code section 54956.8; Property: Lone Tree Golf Course, 4800 Golf Course Road, Antioch, CA 94531; Negotiating Parties: City of Antioch Negotiators: Bessie Marie Scott, City Manager, Derek Cole, Interim City Attorney, and Brad Helfenberger, Assistant City Manager; Antioch Public Golf, Incorporated Negotiator: Ronald Parish, General Manager; Under Negotiation: Terms of Payment.

No Reportable Action

2) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to California Government Code section 54956.9(d)(1): Shornikov v. City of Antioch et al., Contra Costa Superior Court Case No. C24-03457.

Direction provided to City Attorney to file a cross-complaint, 5/0

CLOSED SESSION - Continued

3) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to California Government Code section 54956.9(d)(2): One potential case.

Update provided to City Council; No Reportable Action

- 4:02 P.M. ADJOURNED TO CLOSED SESSION
- 4:03 P.M. COUNCIL MEMBER FREITAS ARRIVED AFTER THE ADJOURNMENT TO CLOSED SESSION
- 5:30 P.M. ROLL CALL SPECIAL MEETING/BUDGET STUDY SESSION for Council Members All Present

PLEDGE OF ALLEGIANCE

BUDGET STUDY SESSION

SM-1. FISCAL YEAR 2025-27 BUDGET DEVELOPMENT – ECONOMIC DEVELOPMENT (Continued from April 22, 2025)

Direction provided to staff

Recommended Action: It is recommended that the City Council provide feedback and

direction regarding the budget development information provided

for the fiscal year 2025-27 budget.

SM-2. FISCAL YEAR 2025-27 BUDGET DEVELOPMENT – CITY MANAGER (Continued from April 22, 2025)

Tabled to a future meeting, 5/0

Recommended Action: It is recommended that the City Council provide feedback and

direction regarding the budget development information provided

for the fiscal year 2025-27 budget.

- 6:12 P.M. MOTIONED TO ADJOURN SPECIAL MEETING/BUDGET STUDY SESSION, 5/0
- 7:00 P.M. ROLL CALL REGULAR MEETING for Council Members All Present

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

[CITY CLERK READ OUT THE SPEAKER RULES FOR THE COUNCIL MEETING]

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.

1. PROCLAMATIONS

Be Kind to Animals Month, May 2025

7:36 P.M. RECESS TAKEN AFTER THE READING OF THE FIRST PROCLAMATION DUE TO TECHNICAL DIFFICULTIES

7:43 P.M. RECONVENED – All Present

- Mental Health Awareness Month, May 2025
- National Public Works Week, May 18-24, 2025

Approved, 5/0

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

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

MEMORIAL DAY CEREMONY – May 26, 2025
 Oak View Memorial Park, 2500 East 18th Street, Antioch

3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

BOARD OF ADMINISTRATIVE APPEALS

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

4. PRESENTATION – Contra Costa Mosquito and Vector Control District Update Presented by Public Affairs Director Nola Woods

5. CONSENT CALENDAR

A. APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR APRIL 9, 2025

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the Special Meeting/Closed Session minutes.

CONSENT CALENDAR - Continued

B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR APRIL 10, 2025

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the Special

Meeting Minutes.

C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR APRIL 15, 2025

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the Special

Meeting Minutes.

D. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 22, 2025

Approved, 5/0

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

Minutes.

E. APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR MAY 12, 2025

Continued, 5/0

Recommended Action: It is recommended that the City Council continue the Special

Meeting/Closed Session minutes to the next meeting.

F. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

G. ARCTIC WOLF NETWORKS CYBERSECURITY SERVICES AGREEMENT

Reso No. 2025/76 Adopted, 5/0

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

authorizing the City Manager or designee to execute a three-year agreement with Arctic Wolf Networks Cybersecurity Services in

the amount not to exceed \$285,182.03.

H. RESOLUTION APPROVING PROMENADE PHASE 5 IN-TRACT PUBLIC UTILITY IMPROVEMENTS, SUBDIVISION 9568 (P.W. 697-5)

Reso No. 2025/77 Adopted, 5/0

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

accepting completed improvements and authorizing the City Manager or designee to file a Notice of Completion for said improvements for Promenade Phase 5 In-Tract Public Utility

Improvements.

CONSENT CALENDAR - Continued

I. RESOLUTION APPROVING PROMENADE PHASE 6 IN-TRACT PUBLIC UTILITY IMPROVEMENTS, SUBDIVISION 9569 (P.W. 697-6)

Reso No. 2025/78 Adopted, 5/0

Recommended Action:

It is recommended that the City Council adopt a resolution accepting completed improvements and authorizing the City Manager or designee to file a Notice of Completion for said improvements for Promenade Phase 6 In-Tract Public Utility Improvements.

J. CONSIDERATION OF BIDS FOR THE NEIGHBORHOOD TRAFFIC CALMING PROJECT (P.W. 282-19B)

Reso No. 2025/79 Adopted, 5/0

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

- Rejecting the bid submitted by Consolidated Engineering, Inc. as nonresponsive;
- Awarding the construction agreement for the Neighborhood Traffic Calming Project to the lowest, responsive, and responsible bidder, B&M Civil LLC; and
- Approving an agreement with B&M Civil LLC in the amount of \$165,000 and authorizing the City Manager to execute the Agreement in a form approved by the City Attorney.
- K. CONSIDERATION OF ACCEPTANCE OF THE PTAP-26 AWARD NOTICE AND LOCAL MATCH FUNDING SUBMISSION FOR THE PAVEMENT MANAGEMENT TECHNICAL ASSISTANCE PROJECT

Reso No. 2025/80 Adopted, 5/0

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

- Approving the acceptance of the PTAP-26 Award Notice from the Metropolitan Transportation Commission for the Pavement Management Technical Assistance Project;
- Authorizing the expenditure of \$35,300 of Gas Tax funds to pay the Metropolitan Transportation Commission for the Pavement Management Technical Assistance Project, which is a required match to receive a \$115,300 P-TAP Grant; and
- Authorizing the City Manager to execute the agreement in a form approved by the City Attorney.

CONSENT CALENDAR - Continued

L. AMENDMENT TO THE AGREEMENT WITH KARL NEEDHAM ENTERPRISES, INC. FOR THE WATER TREATMENT PLANT SOLIDS HANDLING RENTAL EQUIPMENT

Reso No. 2025/81 Adopted, 5/0

Recommended Action:

It is recommended that the City Council adopt a resolution approving an amendment to extend the agreement with Karl Needham Enterprises, Inc. to provide solids handling equipment rental and maintenance services for the period of July 1, 2025 through June 30, 2027, for an amount not to exceed \$375,000 per fiscal year for a total amount not to exceed \$750,000 bringing the total contract amount to \$1,875,000; and authorizing the City Manager or designee to execute the amendment to the agreement in a form approved by the City Attorney.

M. PURCHASE ORDER APPROVALS FOR ANNUAL WATER TREATMENT CHEMICAL PURCHASES IN THE AMOUNT OF \$1,980,000

Reso No. 2025/82 Adopted, 5/0

Recommended Action:

It is recommended that the City Council adopt a resolution approving the Bay Area Chemical Consortium joint agency cooperative bidding purchase order agreements for Water Treatment Plant chemical purchases for the period of July 1, 2025, through June 30, 2026, in the amount not to exceed \$1,980,000 and authorizing the City Manager, or their designee, to execute the purchase order agreements in a form approved by the City Attorney.

N. RESOLUTION APPROVING THE CLASS SPECIFICATIONS UPDATES FOR THE MANAGEMENT BARGAINING UNIT WITH NO SALARY CHANGES

Reso No. 2025/83 Adopted, 5/0

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

approving the updated class specifications for positions within the

Management Bargaining Unit.

O. REJECTION OF CLAIM: JOSE EFREN GRAJEDA

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claim submitted

by Jose Efren Grajeda.

-6-

COUNCIL REGULAR AGENDA

ANTIOCH POLICE OVERSIGHT COMMISSION APPOINTMENT FOR ONE PARTIAL-6. **TERM VACANCY EXPIRING NOVEMBER 2025**

> Reso No. 2025/84 Adopted appointing Joseph Mitchell to the Antioch Police Oversight Commission for a partial-term vacancy expiring November 2025, 5/0

Recommended Action:

It is recommended that the Mayor nominate the candidate for appointment and the City Council adopt a resolution approving the Mayor's appointment of [name of appointee] to the Antioch Police Oversight Commission for the partial-term vacancy expiring

November 2025.

9:50 P.M. **RECESS**

RECONVENED - All Present 10:01 P.M.

> CITY COUNCIL REQUESTED DISCUSSION ITEM - ASSISTANCE TO THE ANTIOCH 7. HISTORICAL SOCIETY

> > Direction provided to staff

Council motioned to waive permit fees of approximately \$2,200, Approved 5/0

Recommended Action: It is recommended that the City Council discuss and provide

direction to City staff.

8. RENAMING OF THE MAYORS APPRENTICESHIP PROGRAM (M.A.P.)

> Reso No. 2025/85 Adopted approving the name change to Skills Opportunity Access and Resilience (S.O.A.R.), 5/0

Recommended Action:

It is recommended that the City Council adopt a resolution approving a name change of the Mayor's Apprenticeship Program

(M.A.P.) to [insert name after approval].

9. RESOLUTION APPROVING A MASTER LEASE AGREEMENT WITH RUDRAM LLC FOR THE ENCAMPMENT RESOLUTION FUND INTERIM HOUSING PROGRAM

> Reso No. 2025/86 Adopted with the following direction: Staff to provide a Quarterly Report to City Council every 90 days beginning July 1, 2025; and Staff to investigate permanent solutions, 5/0

Recommended Action:

It is recommended that the City Council adopt a resolution approving a Master Lease Agreement with Rudram LLC in the amount of \$1,800,000 for the Executive Inn Motel property for the period of July 1, 2025 through December 31, 2026, for use as an interim housing program site for individuals experiencing homelessness and authorizing the City Manager or designee to execute the Agreement in a form approved by the City Attorney.

COUNCIL REGULAR AGENDA - Continued

COUNCIL MEMBER FREITAS MADE A MOTION TO EXTEND THE MEETING TO 11:30 P.M., SECONDED BY COUNCIL MEMBER TORRES-WALKER: APPROVED 5/0

10. SEWER SYSTEM MANAGEMENT PLAN UPDATE 2025

Reso No. 2025/87 Adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Sewer System Management Plan Update 2025 as mandated by the State Water Resources Control Board and authorize staff to certify the approved update using the State Water Resources Control Board Electronic Reporting System.

APPROVAL OF AGREEMENT WITH 11. MS INVESTIGATIVE SERVICES AND CONSULTING, LLC. FOR UNITED STATES DEPARTMENT OF JUSTICE (USDOJ) -REQUIRED CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$250,000 ANNUALLY, WITH AUTHORIZATION FOR OPTIONAL EXTENSIONS

DURING THE COUNCIL DISCUSSION OF ITEM #11, COUNCIL MEMBER WILSON MADE A MOTION TO EXTEND THE MEETING TO 11:40 P.M., SECONDED BY MAYOR PRO TEM ROCHA; APPROVED 5/0

Reso No. 2025/88 Adopted, 5/0

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

- Approving a Professional Services Agreement with MS Investigative Services and Consulting, LLC to serve as the Consultant pursuant to the Agreement with the United States Department of Justice (USDOJ), in an amount not to exceed \$250,000 annually for a term of three years;
- Authorizing the City Manager to execute the Professional Services Agreement, in a form approved by the City Attorney; and
- Should the USDOJ require services beyond the initial threeyear term, direct the City Manager to return to the City Council to seek authorization and approval of an amendment to the Professional Services Agreement to provide for a fourth and/or fifth year, at an annual amount not to exceed \$250,000.

MAYOR PRO TEM ROCHA MADE A MOTION TO EXTEND THE MEETING TO 12:00 A.M., SECONDED BY COUNCIL MEMBER TORRES-WALKER; APPROVED 5/0

PUBLIC COMMENTS

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and 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 11:53 p.m. approved, 5/0





BUSINESS SERVICES OVERVIEW

Economic Development

Presented by:

Bret Alexander Sweet

Date: May 13, 2025

BUSINESS SERVICES OVERVIEW



Attraction

We tell the stories and lay the groundwork to bring new businesses and industries to Antioch.



Retention

We design and run programs that help keep Antioch businesses open and thriving.



Expansion

We offer tools to assist businesses in growing and creating jobs for Antioch residents.

BUSINESS ATTRACTION ACTIVITIES

Lead Generation (Direct)

- Publications
 - QR Code to Website
- Broker Outreach
 - Dealfront
- Go-Biz RFIs
- Land Owner Match Making
- Green Empowerment Zone

Lead Generation (Indirect)

- Broker Breakfasts (Santa Clara, Walnut Creek)
- International Council of Shopping Centers (conferences in Berkeley & Monterrey)
- Commuter Engagement
 - Medical Industry
 - Deep Science Researchers
 - Tech Workers

Lead Processing

- Emails
- Phone calls
- Site Selection
 - InnovateAntioch.com Tool
- Concierge Approach

Startup Culture

- Antioch Business Collaborative
- Berkeley Startup Cluster
- VERGE
- California Manufacturing Technology Consulting (CMTC)

Real Estate

- Commercial Vacancy Search
- Industrial Land Search

Barrier Removal

- Referrals from Planning
- Referrals from Business License
- Planning Partnerships on CEQA
- Grant application support UC Berkeley Labor Center partnership

Data

- Surveys
- Referrals
- Reports
 - Economic Impact Analysis
 - Foot Traffic Analysis
 - Demographic & Workforce Analysis

ATTRACTION CHALLENGES

Power

Access to energy from the grid is a statewide barrier to site readiness that we seek to address through distributed energy partnerships.

Brand

Business leaders and brokers have preconceived notions about Antioch that we seek to address through marketing and relationship-building.



Contamination

Many of Antioch's vacant industrial plots have suspected or verified contamination that we seek to address through remediation.

Absentee Landlords

Many of Antioch's sites are vacant but not on the market due, which we seek to address through landlord outreach and education.

ATTRACTION BY INDUSTRY



Steel Mill

Carbon Neutral (1)



Recycling

Building Materials (1)



Green Energy

Direct Air Carbon Capture (3) Green Hydrogen (1) EV Battery Manufacturing (1)



Water Treatment

Data Analytics (1)
Filtration System (1)



Food & Drink

Viticulture (3)
Restaurants/Cafes (2)



Retail

Martial Arts (1) Thrift (1)



ATTRACTION TESTIMONIALS

While participating at the Cleantech Open Expo in 2023, Maelstrom Water Technologies was lucky to connect with Bret Sweet, the Economic Development Program Manager for the City of Antioch. Bret invited our company to visit Antioch and get acquainted with the water and economic needs of the city. As Maelstrom Water Technologies continues to grow, we have been keeping in touch with Bret and his department with the hopes of servicing the water needs of the city and potentially opening a laboratory location there as well. Our values at Maelstrom align very well with the plans outlined for revitalizing the city of Antioch, we care deeply about our community and feel very grateful Bret has kept us in his future plans.

-Maelstrom Water Technologies

"Bret and Gaby are the best. They are a proactive, supportive, and understanding team trying to bring clean technologies to their region, which happens to be very well suited to their deployment. Bret and Gaby took time to get to know our team, understand our needs, introduced us to folks in their network, and helped us develop a competitive grant application. I could not recommend them highly enough."

-AirMyne

"A simple visit to a potential space quickly became something real when the landlord jumped into action. At the time, we were just exploring ideas and manifesting possibilities. We heard about Working Solutions through the city and decided to apply—though we were warned our wine bar concept might not get approved. Bret and Gaby saw our vision, and that support gave us the confidence to move forward."

-The Pour Up Wine Bar

BUSINESS RETENTION ACTIVITIES

Database Tools

- Newsletter (including welcome email)
- Listing Website
- Rewards Program

Site Visits

- Patronage
- Customer Service Audit

Visual Inspection

- Walking Tours
- Driving Tours

Event Participation

- Event Promotion to Residents
- Tabling at Business Events
- Guest Speaking at Business Events

Community Engagement

- Video/Online Information Sessions
- In Person Presentations
- Listening Sessions & Dialogues

Real Estate

- Commercial Vacancy Search
- Industrial Land Search

Data

- Surveys
- Referrals
- Reports
 - Economic Impact Analysis
 - Foot Traffic Analysis

Collaboratives

- Antioch Business Collaborative
- Business Associations

Referrals

- To City Departments
- To Antioch Business Collaborative
- Industry Resource Menus

Barrier Removal

- Referrals from Planning
- Referrals from Business License
- Planning Partnerships on CEQA

Promotion

- Business Spotlights
- Sponsorship
- Events

Financial Support

Grants

BUSINESS EXPANSION ACTIVITIES

All Items from "Retention"

• Expansion layers on top of Retention

Local Procurement

- Municipalities
- State
- Federal

Employee Training

- Workforce Development Board
- Los Medanos

Requests for Information (RFIs)

- Go-Biz
- Team California

Research Institution Partnerships

- Longitudinal Studies
- Internships / Externships / Preceptorships

RETENTION & EXPANSION TESTIMONIALS

"The East Bay SBDC [member of the Antioch Business Collaborative] has helped with my business by connecting me with folks who understand parts of the market that we work with. The opportunity to grow by expanding our network and putting us in touch with the steps to secure business funding through venture capital knowledge and loan programs."

-ScriptChain Health

"I came into the ESO Incubator [member of the Antioch Business Collaborative] with two specific goals: to build my financial acumen and strengthen my marketing strategy. I made **meaningful progress** in both areas and gained **practical tools** I can apply right away. I also found **unexpected value** in the session on operations, which opened my eyes to the importance of building systems that support **sustainable growth**."

-Kolanut

"Developing a Statement of Work (SOW) for my upcoming hire was a key milestone during the program. It helped me clarify expectations and structure for future growth. Additionally, evaluating my business through an investor's lens pushed me to think more strategically about its long-term evolution and value."

-Iconic Building Advisors

"I've been meeting 1-on-1 with Xenia from the Alliance for Community Development for the last 8 months. In that time, I've been able to fill all 4 of the vacant rooms in my wellness center, rebrand my business, and reduce my business debt by over 40%."

-Agape & Shalom (formerly Bare Skin & Brows)

"Working Solutions helped us to secure a better loan to continue with our business and purchase equipment. We are very thankful for this as well as the opportunity to be considered for funding."

-Bay Area Flooring Experts

"Participating in the business program at Renaissance Entrepreneurship Center gave me the tools and confidence to elevate my business. I learned how to present my services with clarity and impact, which helped me secure new contracts and expand into new markets. I expanded my team from 5 to 21 employees, increased billable hours by 27%, and secured contracts with the Department of Veterans Affairs and several skilled nursing facilities"

-Caring Haven, LLC.

AREAS FOR IMPROVEMENT



- Data access CoStar would improve our site selection, SizeUp would improve market research for small businesses
- More frequent business license reports would increase awareness of openings and closures
- Promoting email newsletters would increase open rate

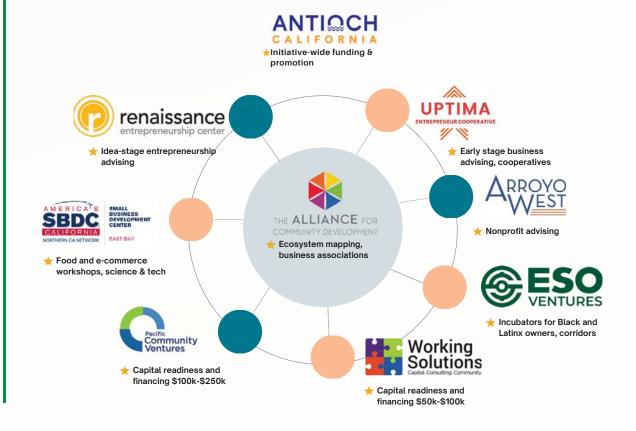
RESOURCE PROVIDERS

Vision: An interwoven ecosystem of thought leaders to transform the Antioch economy. Funded via ARPA through 2026.

Opportunity: Retain and expand small businesses; secure longterm, county-wide funding.

Status: Resource providers onboarded, meeting monthly, reporting quarterly. Launching promotional materials (website, flyers, referrals) this month. Beginning office hours.

Antioch Business Collaborative





THANK YOU

Q&A



STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of May 13, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director

APPROVED BY: Bessie Marie Scott, City Manager

SUBJECT: FY2025-27 Budget Development – Economic Development

RECOMMENDED ACTION

It is recommended that the City Council provide feedback and direction regarding the budget development information provided for the fiscal year 2025-27 budget.

FISCAL IMPACT

The fiscal impact of this budget is outlined in this report.

DISCUSSION

Budget Review

This is a continuation of the budget session from April 22nd to finish review of the Economic Development budget.

Economic Development Budget

This department is currently under review for a comprehensive restructure which will be reflected in the final budget proposal to be reviewed in May/June 2025. As previously detailed in the March 18th budget report, the proposed budget reflects Economic Development reporting to Community Development in the new fiscal year, with elimination of the Economic Development Director and addition of an Administrative Analyst I to the division. The budget worksheets in Attachment A, page 4, reflect a budget through FY25 under the Legislative & Administrative budget in the General Fund and then under Community Development beginning in FY26, with a new division number.

ATTACHMENTS

A. Economic Development Budget Worksheets

Budget Study Session - Economic Development

BUDGET STUDY SESSION - MAY 13, 2025



DEFINITIONS/EXPLANATIONS OF EXPENSE CATEGORIES USED:

PERSONNEL: All salary and benefit cost associated with full and part-time employees of the City, including projected overtime and standby costs.

MATERIALS & SUPPLIES: Office and operating supplies (pens, paper, etc); postage; copier charges; printing costs; chemicals; pipes & fittings; fuel; paving and building materials and other miscellaneous operating supplies and costs

CONTRACTS: Contracts for professional services such as legal services, landscape services, design services, software maintenance, repairs, outside staffing (plan review, etc.), County lab testing, etc. COMPUTER/PHONE MAINTENANCE & REPLACEMENT: The Information Services Department is responsible for Citywide computer and phone maintenance and replacement of devices and is accounted for in an Internal Service Fund of the City. Departments are charged/allocated a share of the cost of maintaining the Information Services Department as well as a charge to put aside money in the Information Services Internal Service Fund for future replacement of devices.

BUSINESS EXPENSE: Expenses related to costs of training, conferences, membership dues to organizations, long distance phone charges, recruitment, etc.

BUDGET STUDY SESSION – MAY 13, 2025



ECONOMIC DEVELOPMENT WITH PROPOSED BUDGET RESTRUCTURE

activities and programming that includes promoting a positive business environment, expansion of the local tax base, creating opportunities for new Staff continues to participate in collaborative economic development expand, and assist businesses in Antioch. The Economic Department focuses on growing Antioch's economy through economic development ECONOMIC DEVELOPMENT (100-1180/100-5120) - The Economic Development Department is responsible for the City's efforts to attract, retain, obs, retail attractions, employment centers and quality dining experiences. efforts that focus on establishing Antioch within the region and mega-region.

As outlined in the March 18, 2025 special budget meeting report, the draft budget proposes Economic Development reporting to Community Development starting in fiscal year 2026. With this restructure, the Economic Development Director position will be eliminated and an Administrative Analyst I position will be added to the division. The budget worksheets on the next page represent the FY25 budget under the General Fund "Legislative & Administrative" category, division 100-1180 and then under the Community Development umbrella, division 100-5120, in FY26. The division number is changing to coincide with the City's internal general ledger Chart of Accounts structure for Community Development.

BUDGET STUDY SESSION - MAY 13, 2025



Economic Development budget through FY2024-25 within Legislative & Administrative category:

Economic Development (100-1180) - LEGISLATIVE & ADMINISTRATIVE THROUGH FY2024-25	opment (100-1	180) – LEG	ISLATIVE &	ADMINISTR	RATIVE THE	ROUGH FY2	024-25		
	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Budget	2024-25 Revised	2025-26 Proposed	% Change	2026-27 Proposed	% Change
Use of Funds:									
Personnel	450,865	400,886	519,227	593,174	319,425	0	-100%	0	%0
Supplies	1,985	2,609	1,800	2,900	5,600	0	-100%	0	%0
Contracts	64,737	43,998	82,654	190,000	95,000	0	-100%	0	%0
Marketing/Programming	146,100	286,105	87,925	410,000	177,000	0	-100%	0	%0
Computer/Phone Maint. & Replace	13,574	13,574	54,769	57,265	62,184	0	-100%	0	%0
Business Expense	42,719	57,253	44,244	94,350	97,150	0	-100%	0	%0
Total Use of Funds	719,980	804,425	790,619	1,350,689	756,359	0	-100%	0	%0
Funded FTE's	2.00	2.00	2.00	2.00	2.00	0.00		0.00	

Restructured Economic Development division budget starting with FY2025-26 within Community Development:

Economic Development (100-5120) – IN COMMUNITY DEVELOPMENT STARTING WITH FY2025-26	opment (100-512	20) – IN CO	MMUNITY D	EVELOPME	ENT START	ING WITH F)	Y2025-26		
	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Budget	2024-25 Revised	2025-26 Proposed	% Change	2026-27 Proposed	% Change
Use of Funds:				6 6 6 1				; ; ; ;	
Personnel	0	0	0	0	0	431,423	100%	444,210	3%
Supplies	0	0	0	0	0	5,600	100%	5,600	%0
Contracts	0	0	0	0	0	125,000	100%	125,000	%0
Marketing/Programming	0	0	0	0	0	360,000	100%	360,000	%0
Computer/Phone Maint. & Replace	0	0	0	0	0	67,043	100%	70,047	4%
Business Expense	0	0	0	0	0	97,650	100%	97,650	%0
Total Use of Funds	0	0	0	0	0	1,086,716	100%1	1,102,507	1%
Funded FTE's	0.00	0.00	0.00	0.00	0.00	2.00		2.00	

¹VARIANCE: Economic Development division number changing to coincide with Chart of Accounts structure for Community Development. Actual total percentage increase over FY25 expenditures is 44% when compared to 100-1180 budget worksheet. Percentage increase due to FY25 vacancy savings from Director position and increase in marketing budget in FY26.





BUDGET PROPOSAL FY 2025-2027

City Manager's Office

Presented by:

Bessie Marie Scott

Date: May 13, 2025

DEPARTMENT PURPOSE

The City Manager serves as the administrative head of the City government under the direction of the City Council and is responsible for carrying out the policies and directives of the City Council.

Administrative policy direction include:

- Fiscal planning
- Intergovernmental relations
- Communications both internal and with community at large
- Advises City Council and makes Council Policy Recommendations

City of Antioch

Vision and Strategic Plan 2019-2029

Mission, Vision and Values

Revi

Updating the City's Mission. Vision and Values provides a new and exciting platform to grow and develop Antioch into a thriving community, one every citizen can be proud to call home. The City Council envisions a bright future and the new mission, vision and values will guide Staff and Council towards new projects and planning efforts to provide an exoptionally high quality of life.

Vision

Antioch is a desired destination in the Bay Area:

Building on our historic legacy, creating bright opportunities for families to grow, offering places to play, enabling businesses to thrive and cultivating a unique downtown experience

Mission

To deliver quality services with integrity, excellence and innovation

Values

Integrity • Honesty • Respect
Diversity • Transparency • Innovation
Fiscal Responsibility
Accountability

2025-27 OBJECTIVES



Goals for the 2025-2027 City Manager's office:

Fiscal Responsibility

Efficacy

Promote operational efficiency across the



Streamline service delivery across departments

Transparency



Public Involvement

Citizen engagement and customer service



ነዋ**ዖ Visibility**

Participation and transparency across the city



Delivery

Municipal services in line with city values

Innovation



Partnerships

Foster regional collaboration



Innovation

Budget strategies for Economic Development and Community Development

ORGANIZATIONAL CHART

City Manager's Office







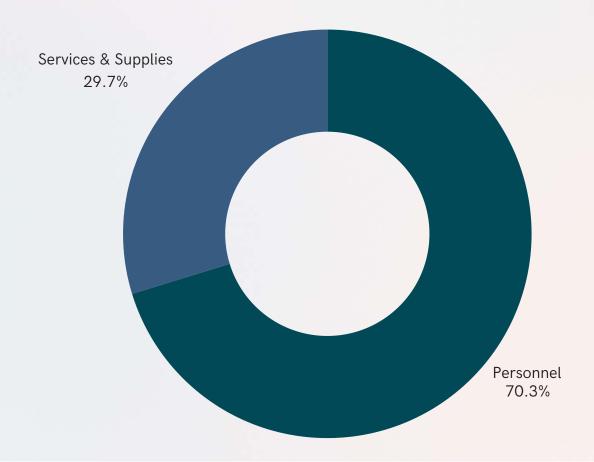


Total 4 FTE

CITY MANAGER'S BUDGET SUMMARY

Line Item	2024-25	2025-26	2026-27
USE OF FUNDS	REVISED	PROPOSED	PROPOSED
Personnel	\$1,091,259	\$1,426,779	\$1,505,140
Services & Supplies	\$862,841	\$604,191	\$544,191
Total Expenditures	\$1,954,100	\$2,030,970	\$2,049,331
Internal Services	(\$370,096)	(\$570,096)	(\$570,096)
TOTAL General Fund For Department	\$1,584,004	\$1,460,874	\$1,479,235

BUDGET BREAKDOWN 2025-27



CITY MANAGER'S OFFICE BUDGET SUMMARY

Line Item	2024-25 Revised	2025-26	2026-27
USE OF FUNDS	REVISED	PROPOSED	PROPOSED
Office Supplies/Postage/ Copier/Long Distance	\$15,250	\$10,250	\$10,250
Contract Services	\$692,650	\$350,000	\$290,000
Business Expenses	\$27,000	\$30,500	\$30,500
Special Projects	\$30,000	\$35,000	\$35,000
Conferences and Dues	\$27,000	\$32,500	\$32,500
Police Oversight Commission	\$15,000	\$75,000	\$75,000

CONTRACTS

Line Item (Contractor Name, if known)	2024-25 Revised	2025-26	2026-27
Downtown Security (Spearhead Security)	\$100,000	\$100,000	\$100,000
Council & Executive Team Visioning/ Strategic Planning (Tracy Miller)	\$75,000	\$50,000	
Grants/ Legislative Advocacy (Townsend)	\$62,500	\$150,000	\$150,000
Operational Assessment (TBD)	\$50,000	\$50,000	\$40,000
Municipal Customer Service Delivery (David Mensah)	\$50,000		
Succession Planning Consultant (TBD)	\$50,000		
Executive Coaching/ Teambuilding (HB Consulting and others)	\$20,150		
Executive Recruitments (Bob Hall & Associates)	\$175,000		
Fee Study (TBD)	\$60,000		
Total	\$692,650	\$350,000	\$290,000

RECENT SUCCESSES



Filling Executive Positions



Executive Leadership Professional Development



Emergency Hires to Increase Citywide Capacity



Decrease in Attrition, Increase in Workplace Morale



RECENT SUCCESSES



Encampment Task Force Group Expansion



Enhanced Partnerships with Stakeholders within the County



Legislative Advocacy



Strategic Restructuring / Increased Operational Fidelity



FUTURE INITIATIVES



City Clerk's Office

Public Records Act Process / Records Management System



Human Resources

Personnel Rules (1978) To Be Updated (Q3/Q4 2025)



Public Information Office

Branding Congruency Across Agency; Citywide Communication Strategic Plan





Public Works

See-Click-Fix Relaunch (Q3 2025)



Economic Development

ED 2025-2027 Strategic Plan Update (Q4 2025)



Community Development

COA General Plan RFQ (Q3 2025)



THANK YOU

Q&A



STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of May 13, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director

APPROVED BY: Bessie Marie Scott, City Manager

SUBJECT: FY2025-27 Budget Development – City Manager

RECOMMENDED ACTION

It is recommended that the City Council provide feedback and direction regarding the budget development information provided for the fiscal year 2025-27 budget.

FISCAL IMPACT

The fiscal impact of this budget is outlined in this report.

DISCUSSION

Budget Review

This is a continuation of the budget session from April 22nd to review the City Manager budget.

City Manager Budget

The request for the second Assistant City Manager position has been removed from the current draft budget. Too, part-time help included in the previous draft FY26 & FY27 budget has also been removed. These removals result in a <u>net savings of \$466,767 in</u> FY26 and \$479,702 in FY27.

ATTACHMENTS

A. City Manager Budget Worksheet

Budget Study Session - City Manager

BUDGET STUDY SESSION – MAY 13, 2025



DEFINITIONS/EXPLANATIONS OF EXPENSE CATEGORIES USED

PERSONNEL: All salary and benefit cost associated with full and part-time employees of the City, including projected overtime and standby costs.

MATERIALS & SUPPLIES: Office and operating supplies (pens, paper, etc); postage; copier charges; printing costs; chemicals; pipes & fittings; fuel; paving and building materials and other miscellaneous operating supplies and costs

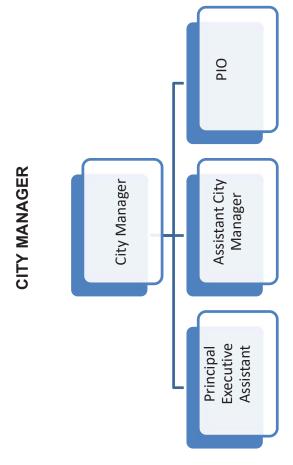
CONTRACTS: Contracts for professional services such as legal services, landscape services, design services, software maintenance, repairs, outside staffing (plan review, etc.), County lab testing, etc. COMPUTER/PHONE MAINTENANCE & REPLACEMENT: The Information Services Department is responsible for Citywide computer and phone maintenance and replacement of devices and is accounted for in an Internal Service Fund of the City. Departments are charged/allocated a share of the cost of maintaining the Information Services Department as well as a charge to put aside money in the Information Services Internal Service Fund for future replacement of devices.

BUSINESS EXPENSE: Expenses related to costs of training, conferences, membership dues to organizations, long distance phone charges, recruitment, etc.

to other departments. The amount is allocated to funds other than the General Fund and shown as a "positive" Internal Services expense in those INTERNAL SERVICES: As determined by the City's Cost Allocation Plan last updated in 2023, this is the cost of General Fund services provided funds and as a "negative" Internal Services expense in the General Fund departments that are being allocated







BUDGET STUDY SESSION – MAY 13, 2025



CITY MANAGER (100-1130) - The City Manager serves as the administrative head of the City government under the direction of the City Council and is responsible for carrying out the policies and directives of the City Council. The City Manager provides leadership to the City's executive regional issues with local impacts; and for communications - both internal and with the community at large. The City Manager and staff attend all managers and the organization as a whole in meeting the needs of the community and coordinating the provision of a wide range of municipal services. The City Manager also provides administrative policy direction for fiscal planning; intergovernmental relations in responding to state, federal and Council meetings, advising the Council on matters under consideration and makes Council policy recommendations as appropriate.

		City M	City Manager (100-1130)	-1130)					
	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Budget	2024-25 Revised	2025-26 Proposed	% Change	2026-27 Proposed	% Change
Use of Funds:									
Personnel	1,286,746	1,006,510	361,126	1,465,763	1,091,259	1,426,779	31%1	1,505,140	2%
Supplies	8,157	7,855	6,474	20,000	15,000	10,000	-33%	10,000	%0
Contracts	340,618	130,291	48,578	243,153	692,650	350,000	-49%	290,000	-17%
Homeless Services	300,156	0	0	0	0	0	%0	0	%0
Computer/Phone Maint. & Replace	29,301	29,301	34,760	34,760	44,441	44,441	%0	44,441	%0
Business Expense	77,924	66,255	72,881	121,750	110,750	199,750	80% ₃	199,750	%0
Internal Services	(263,586)	(263,586)	(370,096)	(320,036)	(370,096)	(570,096)	24%	(570,096)	%0
Total Use of Funds	1,779,316	976,626	153,723	1,515,330	1,584,004	1,460,874	%8-	1,479,235	1%
Funded FTE's	4.00	4.00	4.00	4.00	4.00	4.00		4.00	

¹VARIANCE: Vacancy savings in FY25. ²VARIANCE: FY25 includes budget for various contracts starting in FY25.

³VARIANCE: Increase in budget for public information as well as reclassing \$60,000 in training budget from PD to City Manager office to increase training of



BE KIND TO ANIMALS' MONTH May 2025

WHEREAS, the week of May 4th – May 10th, 2025, is celebrated as "Be Kind to Animals Week";

WHEREAS, this special week, is traditionally honored by humane-minded individuals, organizations, and governmental entities across the nation;

WHEREAS, we recognize the role of humankind as wise and caring stewards of all animal life;

WHEREAS, kindness and compassion to every living creature uplifts the community and teaches our children by example;

WHEREAS, the Antioch Animal Services program aspires to the highest humane standards in its work and attempts to further kindness to animals through education and responsible adoption; and

WHEREAS, to celebrate the joys of the human-animal bond, the Antioch Animal Services will waive adoption fees for all shelter pets during the month of May.

NOW, THEREFORE, I, RON BERNAL, Mayor of the City of Antioch, do hereby proclaim the entire month of May 2025 as "BE KIND TO ANIMALS MONTH" in the City of Antioch.

RON BERNAL, Mayor	



MENTAL HEALTH AWARENESS MONTH MAY 2025

- WHEREAS, mental health is essential to the overall health and well-being of all people, and emotional wellness plays a critical role in personal development, healthy relationships, and the prosperity of our communities;
- WHEREAS, one in five adults and one in six youth experience a mental health condition in any given year, yet many go without support due to stigma, lack of access, or fear of judgment;
- WHEREAS, the City of Antioch recognizes that mental health challenges do not discriminate and impact individuals of all ages, races, genders, socioeconomic backgrounds, and walks of life;
- WHEREAS, Antioch is committed to fostering a community that promotes mental wellness, early intervention, access to care, and recovery support, especially for those most impacted by trauma, adverse childhood experiences, violence, inequity, and systemic barriers;
- WHEREAS, we acknowledge the importance of community-wide efforts, including schools, families, faith-based organizations, service providers, and local government, to raise awareness, dismantle stigma, and expand resources for all residents;
 - WHEREAS, the City of Antioch recognizes that mental health is essential to overall health and well-being, and that unaddressed mental health conditions can result in serious consequences for individuals, families, and the broader community;
- WHEREAS, promoting mental health awareness, expanding access to care, and supporting early intervention and recovery are critical to ensuring the safety, prosperity, and resilience of our community; and
- WHEREAS, during Mental Health Awareness Month, we join cities across the nation in uplifting hope, educating the public, and affirming that no one should struggle in silence.

NOW, THEREFORE, I, RON BERNAL, Mayor of the City of Antioch, hereby proclaim the month of May 2025, and each following May, to be "MENTAL HEALTH AWARENESS MONTH" in the City of Antioch.



NATIONAL PUBLIC WORKS WEEK May 18-24, 2025

WHEREAS, Public Works services provided in our community are an integral part of our citizens' everyday lives;

WHEREAS, the support of an informed citizenry is vital to the efficient administration and operation of the City's public works systems and programs which include Water Production, Water Treatment, Water Distribution, Sewer, Storm Water (NPDES), Streets, Parks, Medians and Open Spaces, Capital Improvement Program, Land Development Services, Traffic Engineering, Public Buildings, Marina, Fleet and Geographic Information Services (GIS);

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services;

WHEREAS, the quality and effectiveness of the operation and maintenance of these facilities, as well as their planning, design, and construction is vitally dependent upon the efforts and skills of public works professionals; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff Public Works

Departments is materially influenced by the people's attitude and understanding

of the importance of the work they perform.

NOW, THEREFORE, I, RON BERNAL, Mayor of the City of Antioch, do hereby proclaim May 18th-24th, 2025, as "NATIONAL PUBLIC WORKS WEEK" in the City of Antioch, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works professionals make every day to our health, safety, comfort, and quality of life.





MEMORIAL DAY WEEKEND EVENT

May 24 th at the Antioch Community Park Paul Scannell Annual Softball Tournament

Memorial Day Monday, May 26 th at Oak View Memorial Park 8:00 AM - Free Pancake Breakfast sponsored by: Antioch Rivertown Veterans Lions Club.

> 10:00 AM Memorial Day Ceremony For additional information go to: DeltaVeteransGroup.org or scan the QR code











OAK VIEW MEMORIAL PARK 2500 EAST 18TH STREET, ANTIOCH 94509



BOARD / COMMISSION / COMMITTEE VACANCY ANNOUNCEMENTS

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, MAY 16, 2025:

- > BOARD OF ADMINISTRATIVE APPEALS
 - o Two (2) partial term vacancies, expiring March 2028
 - One (1) Alternate, two-year term vacancy

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

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



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

#3



BOARD OF ADMINISTRATIVE APPEALS

Two (2) vacancies, expiring March 2028
One (1) Alternate, for two year term

Extended Deadline: By 5:00 p.m., May 16, 2025

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 Administrative Appeals hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code Interpretations.

Board Seats:

- Five (5) Board Members, 4-year terms.
- One (1) Alternate Board Member, 2-year term.



Meetings:

Held every first Thursday of every month at 3:00 p.m. in the City Council Chambers;
 or on other dates as needed.

Requirements:

- Must be a resident of the City of Antioch.
- Three (3) members shall have experience in building construction trades and/or training in the CA Code of Regulations.
- Board members are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Board members 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, 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.

Contra Costa Mosquito and Vector Control District

Nola Woods
Public Affairs Director



District History

protecting public health since 1927

Contra Costa County suffered Saltwater Marsh Mosquito Infestation in the 1920s

Schools Closed
Real Estate Issues
Uninhabitable Areas



District History

protecting public health since 1927

1926, Citizens voted — Contra Costa Mosquito Abatement District opened in 1927



The District

protecting public health since 1927

In 1993, Contra Costa County transferred its rat, mouse, and rabies risk reduction programs to us, and that's when we changed our name to Contra Costa Mosquito and Vector Control District (District).



The District

protecting public health since 1927

Special District: Independent

Personnel: 35 Employees

Operational Jurisdiction: 716 square miles/ 1.1 million people

Special District

protecting public health since 1927

Funding

Property taxes
Benefit Assessments

No additional charge for District services provided on a Contra Costa County residence.

What is a Vector?

protecting public health since 1927

Vector: any insect or other animal that can transmit disease or cause discomfort to people or other animals



District Services

protecting public health since 1927

Mosquitoes Inspection and Control including placement of Mosquitofish

Rats/mice – Inspection and Advice

Skunks – Inspection and Advice

Ticks - Tick Identification

Yellowjackets – Ground-nesting







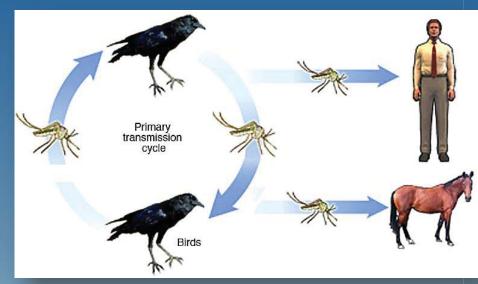
protecting public health since 1927

23 confirmed mosquito species in Contra Costa

County

2 species can transmit the causative agent for West Nile virus

West Nile mosquitoes prefer to lay eggs in backyard water sources and can fly up to several miles



protecting public health since 1927

Aedes aegypti (Yellow fever mosquito)

Detected in Martinez, south of Highway 4 in 2022

Detected in Concord in 2024



protecting public health since 1927

Aedes aegypti (Yellow fever mosquito)

Detected in Antioch in 2024







Mosquitoes in Contra Costa County

Protecting public health since 1927



Can transmit Zika and Chikungunya viruses and the causative agents for Dengue and Yellow fevers

protecting public health since 1927

Aedes aegypti lay sticky, individual eggs, that can remain dry for months before being introduced to water or moisture

Transported from place to place by people.



protecting public health since 1927



Mosquito Control Matters protecting public health since 1927



District Services

Public Education



Notification of Action

DATE: Thursday, August 4, 2022

ADULT MOSQUITO CONTROL TO TAKE PLACE IN MARTINEZ (WATERFRONT AREA)

Due to the high number of mosquitoes in the area, the Contra Costa Mosquito & Vector Control District will be using truck-mounted, ultra-low volume sprayers to control adult mosquitoes along the Martinez Waterfront:

DATE: Thursday August 4 2022

TIME: Between dawn (approximately 4:00 a.m.) and 8:00 a.m., weather permitting.

LOCATION: Martinez (Waterfront Area) The area to be treated is bordered on the north by the Carquinez Strait: on the south by Rail Road Tracks/Waterfront Road; on the east by Pacheco Slough, and on the vest by Rail Road Tracks/Embarcadero





News Release

For Immediate Release — Friday, August 5, 2022

Contact: Nola Woods, Public Affairs Director

Direct: 925-771-6158

Cell: 925-250-6502

Email: nwoods@contracostamosquito.com

The District asks residents to report any day-biting mosquitoes



MOSQUITO BYTES NEWSLETTER

INVASIVE SPECIES OF MOSQUITOES IN CONTRA COSTA COUNTY What does Invasive Species Mean and How Do We Get Rid of Them?



Aerles aerrynti is an invasive (non-native)

Contra Costa County is home to 23 native species of mosquitoes

Earlier this month the Contra Costa Mosquito & Vector Control District (District) found a non-native species of mosquito, Aedes aegypti, in a residential area of Martinez, south of Highway 4. This is an invasive species that can transmit the causative agents of Zika, Dengue fever, Chikungunya, and Yellow fever









Contra Costa Mosquito and Vector Control District



155 Mason Circle, Concord 925-685-9301 www.ContraCostaMosquito.

CITY COUNCIL MEETING SPECIAL MEETING/CLOSED SESSION

Special Meeting/Closed Session

April 9, 2025 Antioch Community Center 4703 Lone Tree Way, Antioch, CA 94531

11:00 A.M. - SPECIAL MEETING

Mayor Bernal called the Special Meeting to order at 11:11 A.M., and Acting City Clerk Garcia called the roll.

Present: Council Members District 1 Torres-Walker, District 3 Freitas, District 4 Wilson, and

Mayor Bernal

Absent: Mayor Pro Tem (District 2) Rocha

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

PUBLIC COMMENTS

Mary Lutz, Antioch resident, stated that City Manager Scott is not receiving enough support. She told Council when they are reviewing her position, understand that she came into a challenging situation.

CLOSED SESSION:

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

ADJOURN TO CLOSED SESSION

Mayor Bernal adjourned to Closed Session at 11:14 A.M.

RETURN TO OPEN SESSION FROM CLOSED SESSION TO REPORT OUT

ROLL CALL

The City Council reconvened to Open Session at 4:02 P.M., and Interim City Attorney Cole called the roll.

A 05-13-25 Present: Council Members District 1 Torres-Walker, District 3 Freitas, District 4 Wilson, and

Mayor Bernal

Absent: Mayor Pro Tem (District 2) Rocha

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION ITEMS

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: #1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY MANAGER. No reportable action. #2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: INTERIM CITY ATTORNEY. No reportable action.

ADJOURNMENT

A motion made and seconded to adjourn the Special Meeting at 4:04 P.M., unanimously passed.

Respectfully submitted:

Christina García CHRISTINA GARCIA, CMC Assistant City Clerk

CITY COUNCIL MEETING SPECIAL MEETING/BUDGET STUDY SESSION

Special Meeting April 10, 2025 6:00 P.M. Council Chambers

6:00 P.M. - SPECIAL MEETING/BUDGET STUDY SESSION

Mayor Bernal called the Special Meeting to order at 6:00 P.M., and City Clerk Rhodes called the roll.

Present: Council Members District 3 Freitas, District 4 Wilson, Mayor Pro Tem (District 2)

Rocha and Mayor Bernal

Absent: Council Member District 1 Torres-Walker

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

BUDGET STUDY SESSION

1. FISCAL YEAR 2025-27 BUDGET DEVELOPMENT – PARKS AND RECREATION DEPARTMENT (Continued from the April 8, 2025, Council Special Meeting/Budget Study Session)

City Manager Scott introduced Budget Study Session Item 1.

Council thanked staff for the comprehensive report. They engaged in a discussion regarding the Parks and Recreation Department presentation and provided the following direction:

- Direction to staff to seek revenue opportunities
- > Direction to staff to prioritize capital needs
- > Direction to staff to provide an estimate of costs to repair the "Hey Daddy, Look!" statue
- ➤ Direction to staff to consider shared resources with AUSD to expand services and generate additional revenue
- Direction to staff to address transportation needs for seniors
- Direction to staff to contact local foundations for sponsorship opportunities
- Direction to staff to remove or change verbiage on signage restricting hours for youth at the Antioch Community Center

2. FISCAL YEAR 2025-27 BUDGET DEVELOPMENT - CITY ATTORNEY/ HUMAN RESOURCES DEPARTMENTS

City Manager Scott introduced Budget Study Session Item 2.

Interim City Attorney Cole presented the City Attorney Department Budget PowerPoint presentation recommending the City Council provide feedback and direction regarding the budget development information provided for the Fiscal Year 2025-27 Budget.

В

Council thanked staff for the comprehensive report. They engaged in a discussion regarding the City Attorney presentation and provided the following direction:

- > Direction to staff to provide legal costs associated with the General Plan Update
- Direction to staff to consider a Labor Negotiation Reserve Fund
- > Direction to staff to provide Council with an update on pending litigation
- Direction to staff to cross train Attorneys
- > Direction to staff to consider a Legal Internship process
- Direction to staff to review previous Outside Legal Counsel invoices to determine potential funding sources

Director of Human Resources Cortez acknowledged staff in attendance and presented the Human Resources Department Budget PowerPoint presentation recommending the City Council provide feedback and direction regarding the budget development information provided for the Fiscal Year 2025-27 Budget.

Council thanked staff for the comprehensive report. They engaged in a discussion regarding the Human Resources presentation and provided the following direction:

- > Direction to staff to consider adding a tracking feature for the online training portal
- > Direction to staff to consider discussing monthly or quarterly meetings for Human Resources Directors at PMA
- > Direction to staff to report on status of employee performance evaluations
- Direction to staff to audit the testing and hiring process
- > Direction to staff to monitor required training for elected and appointed positions

ADJOURNMENT

On motion by Councilmember Rocha, seconded by Councilmember Wilson the City Council members present unanimously adjourned the meeting at 7:57 P.M.

Respectfully submitted
Kítty Eiden
KITTY EIDEN, Minutes Clerk

CITY COUNCIL MEETING SPECIAL MEETING/BUDGET STUDY SESSION

Special Meeting April 15, 2025 6:00 P.M. Council Chambers

6:00 P.M. - SPECIAL MEETING/BUDGET STUDY SESSION

Mayor Bernal called the Special Meeting to order at 6:01 P.M., and City Clerk Rhodes called the roll.

Present: Council Members District 3 Freitas, District 4 Wilson, Mayor Pro Tem (District 2)

Rocha and Mayor Bernal

Absent: Council Member District 1 Torres-Walker

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

BUDGET STUDY SESSION

1. FISCAL YEAR 2025-27 BUDGET DEVELOPMENT - NON-DEPARTMENTAL, LEGISLATIVE, FINANCE, INFORMATION SYSTEMS, AND REMAINING FUNDS

City Manager Scott introduced the Budget Study Session.

Director of Information Systems Barton presented the Information Systems Department Budget PowerPoint presentation.

Council requested a recess to resolve audio/video technical difficulties.

On motion by Councilmember Wilson, seconded by Councilmember Rocha the City Council members present declared a recess at 6:05 P.M.

The meeting reconvened at 6:20 P.M. with all Councilmembers present with the exception of Councilmember Torres-Walker who was previously reported as absent.

Director of Information Systems Barton continued the Information Systems Department Budget PowerPoint presentation.

Council engaged in a discussion regarding the Information Systems Department Budget presentation and provided the following direction:

Direction to staff to Identify projects that could be funded with PEG Franchise Fee (Fund 238)

City Clerk Rhodes presented the City Clerk Department Budget.

Council engaged in a discussion regarding the City Clerk Budget presentation.

Finance Director Merchant presented the staff report dated April 15, 2025, recommending the City Council provide feedback and direction regarding the budget development information provided for the fiscal year 2025-27 budget.

Council engaged in a discussion regarding the Non-Departmental, Legislative, Finance, and Remaining Funds presentation and provided the following direction to staff:

Non-Departmental Department (100-1250)

- Direction to staff to update Council on the status of the Chinese History Project
- Direction to staff to provide Council with a list of business expenses

City Council (100-1110)

Eliminate part-time help for City Council

City Treasurer (100-1150)

Direction to City Treasurer and Investment Advisor to provide semi-annual or quarterly reports to Councill

Finance Summary

- Direction to staff to address succession planning for the Finance Department
- Direction to staff to explore a central purchasing position for all departments

Child Care Fund (Fund 223)

Direction to staff to evaluate the condition of the modular building

Abandoned Vehicles (Fund 228)

Direction to staff to report back on restrictions related to the use of these funds

Street Impact Fund (Fund 241)

> Direction to staff to determine current impacts associated with garbage trucks

SB1186 Disability Access (Fund 242)

Direction to staff to determine if funds could be utilized for ADA improvements at the Senior Center CFD 2016-01 Police Protection (Fund 280)

- > Direction to staff to provide a map of developments participating in the CFD
- Direction to staff to determine if new developments could be conditioned to participate in the CFD

Retiree Medical Police (Fund 577)

Direction to staff to add a footnote explanation of expenses

2015A Lease Revenue Refunding Bond (ABAG 2001) (Fund 410)

Direction to staff to provide Council with the interest rate

Finance Director Merchant announced the next budget study session would be held prior to the April 22, 2025, City Council meeting and include the City Manager, Community Development and Economic Development Budgets.

Additional Requests:

- Direction to staff to request a report from Contra Costa County on Antioch's contributions toward County's Animal Services
- Direction to staff to provide Council with Measure that established the Antioch Animal Shelter

ADJOURNMENT

On motion by Councilmember Rocha, seconded by Councilmember Wilson the City Council unanimously adjourned the meeting at 7:56 P.M.

Respectfully submitted:

<u>Kitty Eidew</u>

KITTY EIDEN, Minutes Clerk

CITY COUNCIL MEETING

Special/Regular Meeting 4:00 P.M.

April 22, 2025 Council Chambers

4:00 P.M. - CLOSED SESSION

Mayor Pro Tem Rocha called the Closed Session to order at 4:00 P.M., and City Clerk Rhodes called the roll.

Present: Council Members District 1 Torres-Walker, District 3 Freitas, District 4 Wilson,

Mayor Pro Tem (District 2) Rocha

Absent: Mayor Bernal

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Rocha led the Pledge of Allegiance.

 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION pursuant to California Government Code section 54956.9(d)(2): 1 potential case.

PUBLIC COMMENTS - None

ADJOURN TO CLOSED SESSION

Mayor Pro Tem Rocha adjourned to Closed Session at 4:01 P.M.

4:30 P.M. - SPECIAL MEETING/BUDGET STUDY SESSION

Mayor Pro Tem Rocha called the Special Meeting to order at 5:05 P.M., and City Clerk Rhodes called the roll.

Present: Council Members District 1 Torres-Walker, District 3 Freitas, District 4 Wilson,

Mayor Pro Tem (District 2) Rocha

Absent: Mayor Bernal

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Rocha led the Pledge of Allegiance.

BUDGET STUDY SESSION

SM-1. FISCAL YEAR 2025-27 BUDGET DEVELOPMENT – CITY MANAGER, COMMUNITY DEVELOPMENT, AND ECONOMIC DEVELOPMENT

City Manager Scott introduced the Budget Study Session.

-13-25

Finance Director Merchant presented the Community Development Department Budget Worksheets.

Planning Manager Merideth, Building Inspection Services Manager Andrews, Code Enforcement Manager Michael and Administrative Analyst Brown gave a Community Development Department Budget PowerPoint presentation.

A community member stated she wanted to speak on each of the budget items presented this evening.

Assistant City Attorney Kundinger, responding to the community members' request to speak explained that because the budgets were a single agenda item, the public was limited to one 3-minute speaking period. However, he also noted that the Council could vote to change this rule if they wished.

Leslie May raised concerns about the accessibility of the meeting, sought specific information about local development, questioned the reliability of data, and voiced a belief about the lack of diversity within a Community Development Department.

Council thanked staff for the comprehensive report. They engaged in a discussion regarding the Community Development Department budget presentation and provided the following direction:

- > Direction to staff to agendize a Study Session on Planning Department process and projects
- Direction to staff to provide details of Sister City Program expenditures

Economic Development Program Manager Sweet gave the Economic Development Department Budget PowerPoint presentation.

Councilmember Freitas suggested the discussion on the Economic Development Department budget be held over to May 13, 2025.

Council thanked staff for the comprehensive report. They engaged in a discussion regarding the Economic Development Department budget presentation and provided the following direction:

- Direction to staff to provide a memorandum outlining the reorganization of the Economic Development Department
- Direction to staff to provide details on funding for the Downtown Business Association Program
- > Direction to staff to provide reports to Council on conferences/association meetings attended
- > Direction to staff to participate in Green Empowerment Zone meetings

On motion by Councilmember Freitas, seconded by Councilmember Torres-Walker the City Council members present unanimously continued the Economic Development and City Manager Budgets to May 13, 2025, Council Special Meeting/Budget Study Session.

MOTION TO ADJOURN SPECIAL MEETING/BUDGET STUDY SESSION

Mayor Pro Tem Rocha adjourned the Special Meeting/Budget Study Session at 6:59 P.M.

7:00 P.M. REGULAR MEETING

Mayor Pro Tem Rocha called the meeting to order at 7:08 P.M., and City Clerk Rhodes called the roll.

Present: Council Members District 1 Torres-Walker, District 3 Freitas, District 4 Wilson,

Mayor Pro Tem (District 2) Rocha

Absent: Mayor Bernal

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Rocha led the Pledge of Allegiance.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

Assistant City Attorney Kundinger reported the City Council had been in Closed Session and gave the following report: #1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION, no reportable action.

PUBLIC COMMENTS

City Clerk Rhodes read the speaker rules for the Council meeting.

Greg Feere thanked the City for an ADA ramp repair and an officer for addressing issues at Harbor Park. He reported being directed to a public records request for details on Senior Center staffing cuts and suggested staff outreach to homeless seniors and potential management changes at the Senior Center.

Ralph Hernandez reviewed and provided documents for the public record outlining cases he had investigated.

Leslie May suggested holding Council meetings at more accessible times for the public. She also expressed concern that she was prevented from speaking on certain items, believing it violated both Robert's Rules of Order and the Brown Act.

Melissa Case discussed a recent newspaper article about an indicted Antioch developer and requested the City Attorney's office investigate the matter.

Jim Gamble expressed concern about residents' neglected landscaping posing a fire hazard and asked the Council to have staff investigate and address it. He also thanked the Antioch Police Department (APD) for their professionalism.

Margie Carrell voiced concerns about the behavior of a local community group.

Gavin Payton, NAACP, thanked a previous speaker for her comments and advocated for youth in the community.

Krystle thanked the City for responding to her request to address blighted properties and encouraged Council to work collaboratively for the benefit of the community.

John Trizuto stated that he believed Council failed to call for public comment during Closed Session. He discussed an incident that resulted in his arrest and expressed concern about his inability to obtain any documentation related to the event.

1. INTRODUCTION OF NEW CITY EMPLOYEES, PROMOTIONS AND RETIREMENTS

City Manager Scott introduced:

- Jaden Baird, Public Information/Communications Officer
- Brad Helfenberger, Assistant City Manager (Promoted)
- Scott Buenting, Public Works Director (Promoted)

Public Information/Communications Officer Baird, Assistant City Manager Helfenberger and Director of Public Works/City Engineer Buenting thanked City Manager Scott for the introduction.

Chief of Police Vigil introduced:

- Danika Aguillard- Anderson, Animal Control Officer
- Charise Holloway, Police Officer
- > Richard Siemietkowski, Police Officer
- Rhondon Pollard, Police Officer
- Jake Merrill, Police Officer
- Placido Serna. Police Officer
- > Tanner Andrade, Police Officer
- Altaaf Ahmed. Police Officer
- > Priest Jennings, Police Officer
- Ryan Reynolds, Police Officer

Animal Control Officer Aguillard-Anderson, Police Officers Holloway, Siemietkowski, Pollard, Merrill, Serna, Andrade, Ahmed, Jennings and Reynolds thanked Police Chief Vigil for the introduction.

Public Works Director/City Engineer Buenting introduced:

- Christopher Molina, Water Treatment Plant Supervisor (Promoted)
- ➤ Bruce Cooke, Lead Collection Systems Worker (Promoted)
- Miguel Santoyo, Lead Collection Systems Worker (Promoted)

Water Treatment Plant Supervisor Molina, Lead Collection Systems Workers Cooke and Santoyo thanked Director of Public Works/City Engineer Buenting for the introduction.

Finance Director Merchant introduced:

Avangeline Cabero, Payroll Specialist (Promoted)

Payroll Specialist Cabero thanked Finance Director Merchant for the introduction.

Councilmember Torres-Walker congratulated the newly hired employees and those who were promoted. She recognized former Interim Chief Addington and Police Chief Vigil for their professionalism.

Nichole Gardner welcomed the new police officers.

2. PROCLAMATION

Arbor Day, May 1, 2025

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council members present unanimously approved the Proclamation.

Director of Public Works/City Engineer Buenting and representatives from Holy Rosary School accepted the *Arbor Day* proclamation.

3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Acting Director of Parks and Recreation Wright announced the following civic and community event:

➤ Keep Antioch Beautiful Event – 9:30 A.M. – 11:30 A.M. with a free lunch for volunteers to follow from 12:00 P.M. – 1:00 P.M. on April 26, 2025

Joshua Price, El Campanil Theatre, announced the following civic and community events:

- ➤ Tom Rigney and Flambeau Performance 2:00 P.M. on April 27, 2025
- ➤ Supremely Motown Concert Fundraiser 7:00 P.M. on June 7, 2025

Gavin Payton announced the following civic and community events:

➤ NAACP Youth Council Swearing In — 2:30 P.M. — 3:30 P.M. on April 26 at True Light Missionary Baptist Church

➤ NAACP Youth Council Juneteenth Choir and Praise Dance Competition - 2:30 P.M. on June 21, 2025, at True Light Missionary Baptist Church

4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Rhodes announced the following Board and Commission openings.

- Planning Commission
- Board of Administrative Appeals
- Parks and Recreation Commission

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

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker reported on her attendance at the City/School Standing Committee meeting and announced the Cannabis Standing Committee meeting would be held at 6:00 P.M. on April 23, 2025. She also reported on her attendance at the Green Empowerment Zone meeting and a meeting regarding the Downtown Business Association. She recognized April as Second Chances Month and the organizations who provided services to those impacted by incarceration. She requested the City bring a proclamation next year recognizing Second Chances Month. She responded to previous public comments and discussed Council's duty to uphold the integrity of their position.

Councilmember Freitas announced he would be attending the Tri Delta and the Cannabis Standing Committee meetings on April 23, 2025. He recognized the Parks and Recreation Department staff on the success of the Eggstravaganza event.

Councilmember Wilson reported on her attendance at the Delta Diablo and Lone Tree Golf Course meetings. She announced the next Delta Diablo meeting would be held on April 23, 2025. She reported on a Press Conference she attended on AB379 in Sacramento.

MAYOR'S COMMENTS - None

5. PRESENTATION

City Manager Scott introduced the Presentation.

Contra Costa County Fire Protection District – Quarterly Update, Presented by Fire Chief Lewis Broschard

Councilmember Freitas discussed the importance of Community Facilities Districts funding future fire services in Antioch.

ON MOTION BY COUNCILMEMBER FREITAS, SECONDED BY COUNCILMEMBER TORRES-WALKER, THE CITY COUNCIL MEMBERS PRESENT UNANIMOUSLY

SUSPENDED THE RULES AND MOVED REGULAR AGENDA ITEM #10 AS THE NEXT ORDER OF BUSINESS.

10. RESOLUTION APPROVING A LEASE AGREEMENT FOR A POLICE DEPARTMENT SUBSTATION AT SYCAMORE SQUARE AND AUTHORIZING EXPENDITURES NOT TO EXCEED \$33,127.50

City Manager Scott introduced Regular Agenda Item #10.

Lieutenant Mellone presented the staff report dated April 22, 2025, recommending the City Council adopt a resolution approving an 18-month lease agreement between the City of Antioch and Yahya Korin Sycamore Square LLC for a Police Department Substation located at 1084 Sycamore Drive, Antioch, CA 94509; and authorizing the City Manager to execute the lease agreement in a form approved by the City Attorney.

Ray Rodrigues, Mike Korin, Leslie May, Pastor Neill Brengettsey, Yvette Williams, Back on Track Community Services (speaking on behalf of Jalonnee Steward, Fresh Image Boutique) and Melissa Case, spoke in support of the lease agreement for the police substation, noting that it would improve safety in the area and facilitate community outreach efforts.

Krystle questioned if a police substation would be effective and suggested the City explore other options.

Gavin Payton, NAACP Youth, advocated for youth services. He supported establishing an African American Holistic Hub in the Sycamore area.

Frank Sterling expressed concern that Lieutenant Mellone was presenting this agenda item

Councilmember Torres-Walker thanked the public speakers, staff and Council for considering this item. She clarified that the item originated from a community request for increased police presence and resources in a specific area. She believed that establishing a police substation would benefit the entire city and expressed her support for future discussions regarding a community center in the same area.

Councilmember Freitas indicated his support for the project, considering it a pilot program. His support was conditional on staff establishing measurable goals for evaluating the project's success and presenting them to the Council on June 10, 2025, before the contract begins. He also thanked the property owner for their collaboration with the City, as well as everyone involved in bringing the item forward.

City Manager Scott stated that she would collaborate with staff to develop initial key performance indicators to create a matrix for measuring success.

Councilmember Freitas requested that the project's progress be reported to both the Council and the community every quarter.

RESOLUTION NO. 2025/60

On motion by Councilmember Torres-Walker, seconded by Councilmember Freitas the City Council members present unanimously adopted a resolution approving an 18-month lease agreement between the City of Antioch and Yahya Korin Sycamore Square LLC for a Police Department Substation located at 1084 Sycamore Drive, Antioch, CA 94509; and authorized the City Manager to execute the lease agreement in a form approved by the City Attorney with direction to staff to bring back matrix for measuring success on the June 10, 2025 Council meeting for consideration.

Mayor Pro Tem Rocha declared a recess at 9:53 P.M. The meeting reconvened at 10:03 P.M. with all Councilmembers present with the exception of Mayor Bernal who was previously reported as absent.

ON MOTION BY COUNCILMEMBER TORRES-WALKER, SECONDED BY COUNCILMEMBER FREITAS, THE CITY COUNCIL MEMBERS PRESENT UNANIMOUSLY SUSPENDED THE RULES AND MOVED REGULAR AGENDA ITEMS #7 AND #8, AS THE NEXT ORDER OF BUSINESS.

7. PLANNING COMMISSION APPOINTMENT FOR THE PARTIAL-TERM VACANCY EXPIRING OCTOBER 2025

City Manager Scott presented the staff report dated April 22, 2025.

RESOLUTION NO. 2025/61

On motion by Councilmember Freitas, seconded by Councilmember Torres-Walker the City Council members present unanimously adopted a resolution approving the Mayor's appointment of Ramesh Suman to the Planning Commission for the partial-term vacancy expiring October 2025.

Mr. Suman thanked the City Council for appointing him to the Planning Commission.

8. CONTRA COSTA MOSQUITO AND VECTOR CONTROL BOARD OF TRUSTEES' (ANTIOCH RESIDENT REPRESENTATIVE) APPOINTMENT FOR ONE (1) PARTIAL-TERM VACANCY EXPIRING JANUARY 2027

City Manager Scott presented the staff report dated April 22, 2025.

RESOLUTION NO. 2025/62

On motion by Councilmember Freitas, seconded by Councilmember Torres-Walker the City Council members present unanimously adopted a resolution approving the Mayor's appointment of Alfredo Perez to the Contra Costa Mosquito and Vector Control Board of Trustees for the partial-term vacancy expiring January 2027.

- 6. CONSENT CALENDAR
- A. APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 25, 2025
- B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR APRIL 1. 2025
- C. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 8, 2025
- D. APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR APRIL 9, 2025
- E. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR APRIL 10, 2025
- F. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR APRIL 15, 2025
- G. APPROVAL OF COUNCIL WARRANTS
- H. REJECTION OF CLAIMS: MARTA BARANY AND CRISTOL OCHOA NAVARRO
- I. APPROVAL OF TREASURER'S REPORT FOR FEBRUARY 2025
- J. <u>RESOLUTION NO. 2025/63</u> METROPOLITAN TRANSPORTATION COMMISSION (MTC) TRANSIT-ORIENTED COMMUNITIES (TOC) TECHNICAL ASSISTANCE GRANT RESOLUTION
- K. <u>RESOLUTION NO. 2025/64</u> APPROVING AN INCREASE IN THE PURCHASE ORDER WITH BPS TACTICAL FOR BALLISTIC VESTS AND EXTERNAL VEST CARRIERS FOR FISCAL YEAR 2024/25
- L. <u>RESOLUTION NO. 2025/65</u> AGREEMENT SUPPLEMENT NO. 4 WITH CONTRA COSTA COUNTY FOR LIBRARY MAINTENANCE AND SERVICE FOR FISCAL YEAR 2025/26 IN THE AMOUNT OF \$160,517
- M. <u>RESOLUTION NO. 2025/66</u> PURCHASE ORDER AGREEMENT FOR WATER TREATMENT CHEMICAL PURCHASE OF SULFURIC ACID WITH PACIFIC STAR CHEMICAL LLC, DBA NORTH STAR CHEMICAL FOR FISCAL YEAR 2025/26 IN THE AMOUNT OF \$195,000
- N. <u>RESOLUTION NO. 2025/67</u> CONSIDERATION OF BIDS FOR THE ASPHALT OVERLAY OF MESA RIDGE AND VILLAGE EAST PARK TRAILS PROJECT
- O. <u>RESOLUTION NO. 2025/68</u> AUTHORIZING THE RELEASE OF WARRANTY BONDS FOR PROMENADE PHASES 1, 2, AND 3 VINEYARDS AT SAND CREEK SUBDIVISION, TRACT NO. 9484, 9483, 9482 (P.W. 697-1, 697-2, AND 697-3)

- P. <u>RESOLUTION NO. 2025/69</u> TO SUMMARILY VACATE SURPLUS PORTIONS OF WATER LINE EASEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY ADDITIONAL DOCUMENTS TO QUITCLAIM TO THE UNDERLYING FEE OWNER AND TO AUTHORIZE THE CITY MANAGER TO ACCEPT ADDITIONAL WATER LINE EASEMENTS FOR THE WALMART PROJECT AT 4893 LONE TREE WAY (P.W. 727)
- Q. <u>RESOLUTION NO. 2025/70</u> MEASURE "J" GROWTH MANAGEMENT PROGRAM COMPLIANCE CHECKLIST FOR REPORTING CALENDAR YEARS 2024 AND 2025 FOR THE SALES TAX/ TRANSPORTATION INITIATIVE
- R. SEWER SYSTEM MANAGEMENT PLAN UPDATE
- S. <u>RESOLUTION NO. 2025/71</u> AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH CDM SMITH, INC. IN THE AMOUNT OF \$288,393 FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)
- T. <u>RESOLUTION NO. 2025/72</u> CONSIDERATION OF BIDS FOR THE L STREET PATHWAY TO TRANSIT BICYCLE AND PEDESTRIAN IMPROVEMENTS, PHASE 1 (P.W. 234-15)
- U. AMENDMENT NO. 2 TO THE CONSULTING SERVICES AGREEMENT WITH ONE DAY AT A TIME ("ODAT") INCREASING THE AMOUNT BY \$602,000, WITH FISCAL SPONSOR COMMUNITY INITIATIVES, FOR THE 2022-25 CITY OF ANTIOCH'S CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION PROGRAM (CALVIP)
- V. AMENDMENT NO. 3 TO THE CONSULTING SERVICES AGREEMENT WITH ADVANCE PEACE INCREASING THE AMOUNT BY \$50,000 FOR SUPPORT OF THE CITY OF ANTIOCH'S CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION PROGRAM (CALVIP)
- W. <u>RESOLUTION NO. 2025/73</u> DESIGNATING THE CITY OF ANTIOCH REPRESENTATIVES TO THE MUNICIPAL POOLING AUTHORITY BOARD
- X. LEGISLATIVE ADVOCACY CITY COUNCIL OVERNIGHT TRAVEL TO WASHINGTON DC ON MAY 6 8, 2025

On motion by Councilmember Freitas, seconded by Councilmember Wilson, the City Council members present unanimously approved the Council Consent Calendar with the exception of Items J, L, P, R, U and V, which were removed for further discussion.

<u>Item J</u> – Councilmember Freitas stated he did not believe this item should have been placed on the Consent Calendar because Council needed a clear understanding of the impacts of the policies. He also requested staff provide Council with maps of the developable area.

Planning Manager Merideth explained that this presentation was a follow-up to a previous one on January 28, 2025, and represented the next stage in the process of obtaining grants. She highlighted that the Metropolitan Transportation Commission (MTC) was requesting the City work towards compliance and acknowledged that there were concerns about the policies. She noted that receiving this grant would open access to future One Bay Area Grant (OBAG) funding. Lastly, she stated that the grant would enable the City to update the Hillcrest Station Area Specific Plan while also adhering to regional policies.

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council approved Item J. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Rocha Noes: Freitas Absent: Bernal

<u>Item L</u> – City Manager Scott introduced Consent Calendar Item L. Assistant City Manager Helfenberger explained the number of base hours provided for \$160,517 was forty (40).

On motion by Councilmember Torres-Walker, seconded by Mayor Pro Tem Rocha the City Council members present unanimously approved Consent Calendar Item L.

<u>Item P</u> – This item was pulled from the Consent Calendar for public comment by an audience member no longer in attendance.

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

Item R – City Manager Scott introduced Consent Calendar Item R.

Councilmember Freitas stated this item should not have been placed on the Consent Calendar and requested that it be tabled and that staff provide a presentation for the Council to consider at a later time.

On motion by Mayor Pro Tem Rocha, seconded by Councilmember Freitas the City Council members present unanimously tabled Consent Calendar Item R to a future agenda.

<u>Item U</u> – City Manager Scott introduced Consent Calendar Item U.

Director of Public Safety and Community Resources Johnson presented the staff report dated April 22, 2025, recommending the City Council adopt the resolution. Youth Services Network Manager Cabral reviewed the client incentives, staffing and outcomes of the program. Johnny Rodrigues One Day at a Time, reviewed the program model.

On motion by Councilmember Freitas, seconded by Councilmember Torres-Walker the City Council members present unanimously extended the meeting to 11:30 P.M.

Following discussion, Council consensus supported postponing action on this item until a presentation was provided detailing the program's methodology, success metrics, data collection, a report on those served, and a copy of the original contract.

City Manager Scott stated she would work with staff and provide a date for this item to come back to Council.

Director of Public Safety and Community Resources Johnson added that staff would provide programmatic updates and outcome reports. She noted their goal is to use the awarded funds to strengthen the City's proposal for Cohort Five.

Mr. Rodrigues stated he looked forward to providing a presentation on their program.

On motion by Councilmember Torres-Walker, seconded by Councilmember Freitas the City Council members present unanimously continued Consent Calendar Item U to a future agenda.

<u>Item V</u> - This item was pulled from the Consent Calendar for public comment by an audience member no longer in attendance.

Councilmember Freitas stated all comments on Item U applied to this item, so he was recommending this item be continued.

Councilmember Freitas reiterated a previous request for the City to have a dedicated purchasing officer and directed the City Manager to provide a report to Council with a potential recommendation.

On motion by Councilmember Freitas, seconded by Mayor Pro Tem Rocha the City Council members present unanimously continued Consent Calendar Item V to a future agenda.

COUNCIL REGULAR AGENDA

9. APPROVAL OF THE FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT FOR RECRUITMENT SERVICES WITH BOB HALL AND ASSOCIATES IN THE AMOUNT NOT TO EXCEED \$174,700

City Manager Scott presented the staff report dated April 22, 2025, recommending the City Council adopt a resolution: 1) Approving the first amendment to the Consulting Services Agreement for executive-level recruitment services with Bob Hall and Associates, authorizing an extension through December 31, 2025, and authorizing an increase in the amount of \$119,700, for a total contract amount not to exceed \$174,700; and, 2) Authorizing the City Manager to execute the first amendment to the Consulting Services Agreement in a form approved by the City Attorney.

In response to Councilmember Freitas, City Manager Scott confirmed that staff was working to update the job specifications for the Community Development Director.

RESOLUTION NO. 2025/74

On motion by Councilmember Freitas, seconded by Councilmember Torres-Walker the City Council members present unanimously adopted a resolution: 1) Approving the first amendment to the Consulting Services Agreement for executive-level recruitment services with Bob Hall and Associates, authorizing an extension through December 31, 2025, and authorizing an increase in the amount of \$119,700, for a total contract amount not to exceed \$174,700; and, 2) Authorizing the City Manager to execute the first amendment to the Consulting Services Agreement in a form approved by the City Attorney.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS - None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Torres-Walker thanked the public for their attendance this evening. She requested the following items come back to Council for consideration: Economic Development Commission, community cameras, fire and fuel abatement along the railways, Homelessness Task Force and a Homelessness Ad Hoc Committee.

Councilmember Freitas requested staff agendize the onboarding process for all Boards and Commission, Elected and Appointed Officials.

ADJOURNMENT

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council members present unanimously adjourned the meeting at 11:21 P.M.

<u>Kítty Eíden</u> KITTY EIDEN, Minutes Clerk

Respectfully submitted:



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 13, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Melissa Rhodes, City Clerk

Christina Garcia, CMC, Assistant City Clerk

SUBJECT: City Council Special Meeting/Closed Session

Minutes of May 12, 2025

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting/Closed Session Minutes of May 12, 2025, to the May 27, 2025, Council Meeting.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



100	General Fund					
	Non departmental					
00418947	BIG AIR HEATING & AIR CONDITIONING	REFUND	4.00			
00418951	CA BUILDING STANDARDS COMMISSION	CBSC Q3 FY 24/25	1,305.90			
00418958	CONTRA COSTA WATER DISTRICT	CCWD FACILITY RESERVE CHARGES	357,277.00			
00418964	DEPT OF CONSERVATION	SMI Q3 FY 24/25	3,348.87			
00418967	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	914,410.72			
00418973	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	51,410.77			
00418982	IPERMIT	REFUND CBSC	2.51			
00418986	EMPLOYEE	REFUND GARNISHMENT DED	652.73			
00418993	LIFE INSURANCE COMPANY OF NA	PAYROLL	5,467.73			
00419012	PARS	PAYROLL	5,926.11			
00419014	PHILBROOK, JAMES A	REFUND	4.00			
00419023	STATE OF CALIFORNIA	PAYROLL	427.50			
00419024	STATE OF CALIFORNIA	PAYROLL	239.00			
00419025	STATE OF CALIFORNIA	PAYROLL	120.00			
00419030	SUNRUN INSTALLATION SERVICES, INC.	REFUND CBSC FEE	17.31			
00419061	B & D EXCAVATION AND CONSTRUCTION	RELEASE OF RETENTION	7,209.35			
00419104	DIVISION OF STATE ARCHITECT	SB1186 1ST QTR 2025	912.80			
00419124	EMPLOYEE	CHECK REPLACEMENT	544.15			
00419127	KAUBLE, LARRY	REFUND	393.75			
00419135	MALLEY, JOHN	REFUND	55.99			
00419156	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	3,075.00			
00419243	FREEDOM FOREVER LLC	REFUND	16.03			
00419244	FREEDOM FOREVER LLC	REFUND CBSC FEE	5.48			
00419254	IN SHAPE HEALTH CLUBS	PAYROLL	393.98			
00419259	STATE OF CALIFORNIA	PAYROLL	246.27			
00419261	LIFE INSURANCE COMPANY OF NA	PAYROLL	5,626.08			
00419270	MUNICIPAL POOLING AUTHORITY	PAYROLL	7,520.28			
00419276	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	4,620.00			
00419281	PARS	PAYROLL	6,357.31			
00419302	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	792.00			
00419304	STATE OF CALIFORNIA	PAYROLL	120.00			
00419306	SUNRUN INSTALLATION SERVICES, INC.	REFUND CBSC FEE	28.62			
00419311	V3 ELECTRIC	REFUND CBSC FEE	5.92			
00950953	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	45,418.97			
00950961	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	33,698.85			
00950989	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	900.00			
00950990	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL	24,122.01			
00950991	ANTIOCH PUB WORKS EE ASSOC	PAYROLL	2,555.00			
00951002	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	45,368.97			
00951010	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	33,982.96			
City Counc			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
00419195	WILSON, MONICA E	PER DIEM	414.00			
00419203	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	52.40			
00419287	ROCHA, LOUIE	PER DIEM	322.00			
00950968	DELL COMPUTER CORP	COMPUTER EQUIPMENT	238.26			
			_00.20			



City Attor	nev		
	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	32.91
00418991		LEGAL SERVICES RENDERED	2,320.00
	KUNDINGER, KEVIN WAYNE	EXPENSE REIMBURSEMENT	128.00
00419001		LEGAL SERVICES RENDERED	44,223.67
00419021		SHREDDING SERVICES	43.56
00419032		WESTLAW SUBSCRIPTION	902.48
00419081		CONSULTANT -LAW	29,233.00
00419114		MAILING SERVICES	33.42
00419184		DATA USAGE	158.04
00419224		COPIER LEASE	171.77
	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	92,608.93
	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	1,658.80
	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	2,912.00
00950979	REDWOOD PUBLIC LAW LLP	LEGAL SERVICES RENDERED	672.00
00951000		COMPUTER EQUIPMENT	2,450.12
City Mana			,
	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	97.04
00419021	SHRED IT INC	SHREDDING SERVICES	43.55
00419091	COSTCO	VARIOUS BUSINESS EXPENSES	2,711.45
00419122	HB CONSULTING GROUP INC	CONSULTING SERVICES	5,507.32
00419162	SCOTT, BESSIE MARIE	PER DIEM	322.00
00419164	SHIELD PROTECTION AND PUBLIC SFTY	SECURITY SERVICES	6,793.00
00419176	TRACY MILLER CONSULTING INC	CONSULTING SERVICES- RETAINER	49,000.00
00419194	WILLIAM BRIAN ADDINGTON	CONSULTING SERVICES	40,700.00
00419203	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	502.14
00419204	AMBIUS	PLANT SERVICE	565.98
00419224	CANON FINANCIAL SERVICES	COPIER LEASE	171.78
00419251	BOB HALL & ASSOCIATES	RECRUITMENT EXPENSES	13,993.23
00950968	DELL COMPUTER CORP	ACROBAT LICENSE	57.88
00950983		CONSULTANT	37,500.00
City Clerk			
00418968	EIDEN, KITTY J	MINUTES	3,800.00
00418973	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	541.54
00418980		LODGING FOR CONFERENCE	1,066.77
00419021		SHREDDING SERVICES	43.55
00419033		CLOSED CAPTIONING	1,552.50
00419109		MINUTES	150.00
00419199		TEMP SERVICES	4,883.73
00419206	AMERICAN LEGAL PUBLISHING	AMC CODIFICATION ONLINE	160.14
	CITY CLERKS ASSOCIATION OF CA	MEMBERSHIP DUES	250.00
City Treas			
	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	347.16
	DELL COMPUTER CORP	ACROBAT LICENSE	57.88
Human R			
	DIABLO LIVE SCAN LLC	FINGERPRINTS	380.00
	NEOGOV	SETUP & SUBSCRIPTION	15,659.40
00419197	WORXTIME LLC	WORXTIME	1,174.25



00419205	EMPLOYEE	SERVICE AWARDS YEAR 25	190.00
00419217	EMPLOYEE	SERVICE AWARDS YEAR 25	190.00
00419221	EMPLOYEE	SERVICE AWARDS YEAR 20	125.00
00419224	CANON FINANCIAL SERVICES	COPIER LEASE	25.00
00419225	EMPLOYEE	SERVICE AWARDS YEAR 20	125.00
00419229	EMPLOYEE	SERVICE AWARDS YEAR 25	190.00
00419231	CPS HUMAN RESOURCE SERVICES	RECRUITMENT EXAM	984.50
00419240	EMPLOYEE	SERVICE AWARDS YEAR 10	45.00
00419242	EMPLOYEE	SERVICE AWARDS YEAR 25	190.00
00419250		SERVICE AWARDS YEAR 10	45.00
00419257	EMPLOYEE	SERVICE AWARDS YEAR 20	125.00
00419263	EMPLOYEE	SERVICE AWARDS YEAR 20	125.00
00419265	EMPLOYEE	SERVICE AWARDS YEAR 20	125.00
00419266		SERVICE AWARDS YEAR 20	125.00
00419288		SERVICE AWARDS YEAR 10	45.00
00419291		SERVICE AWARDS YEAR 20	125.00
	EMPLOYEE	SERVICE AWARDS YEAR 10	45.00
	EMPLOYEE	SERVICE AWARDS YEAR 25	190.00
00419313		SERVICE AWARDS CHECK 25	190.00
	Development		
	BLUDOT TECHNOLOGIES INC	ECONOMIC PLATFORM	10,692.00
	VERIZON WIRELESS	DATA USAGE	105.36
	CANON FINANCIAL SERVICES	COPIER LEASE	171.78
	dministration	0==10= 011==11=0	
	OFFICE DEPOT INC	OFFICE SUPPLIES	22.32
Finance O		OFFICE OURDUIFO	44.00
	OFFICE DEPOT INC	OFFICE SUPPLIES	44.60
	OFFICE DEPOT INC	OFFICE SUPPLIES	7.69
	VAZQUEZ, SERGIO	EXPENSE REIMBURSEMENT	105.90
	PITNEY BOWES INC	INSERTER	345.13
Non Depar		OVEDDAYMENT DEELIND	250.00
	BIG AIR HEATING & AIR CONDITIONING	OVERPAYMENT REFUND	250.00
	PHILBROOK, JAMES A	OVERPAYMENT REFUND	250.00
00419307	TEAM JESUS OUTREACH MINISTRIES INC	CIVIC ENH GRANT FY 24/25	1,800.00
	rks Administration	SUTA SERVICES	596.51
	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	112.05
	INSIGHT PUBLIC SECTOR INC	SUBSCRIPTION	112.05 33.91
00419255	OFFICE DEPOT INC	OFFICE SUPPLIES	
	rks Street Maintenance	OFFICE SUPPLIES	31.04
00418942	ANTIOCH BUILDING MATERIALS	PAVING ROCK	26,526.38
00418950	C AND J FAVALORA TRUCKING INC	PAVING ROCK	8,715.00
00418957	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	595.71
00418937	SUBURBAN PROPANE	PROPANE	806.56
00419029	SHARJO LLC	ABATEMENT SERVICES	3,801.67
00419103	ALTA FENCE CO	GATE REPAIR	348.00
00419202	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	31.55
00419203	ANRAK CORPORATION	ASPHALT GRINDING	3,300.00
30110211	, a a a a control of a triol of	, .c. III LI CIMITOINO	0,000.00



00419213	ANTIOCH BUILDING MATERIALS	PAVING ROCK	11,197.61
00419236	EAST BAY WELDING SUPPLY	FUEL	192.59
00419272		HERBICIDES	7,506.90
	PARVINDER K GIR	RIP-RAP	7,550.85
00419294		ABATEMENT SERVICES	3,684.53
00419295	SHARJO LLC	ABATEMENT SERVICES	21,533.92
00419305	SUBURBAN PROPANE	PROPANE	786.64
00950995	DKF SOLUTIONS GROUP LLC	SUBSCRIPTION RENEWAL	2,004.00
Public Wo	rks-Signal/Street Lights		
00418963	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	6,252.17
00419011	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	647.90
00419058	ROBINS LOCK AND KEY	MODEM	640.80
00419234	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	31,803.40
00419280	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	561.30
Public Wo	rks-Facilities Maintenance		
00418954	CONCORD GLASS INC	TEMPERED GLASS	932.88
00419011	PACIFIC GAS AND ELECTRIC CO	GAS	972.92
00419026	STERICYCLE INC	SHRED IT SERVICE	101.82
00419027	STERICYCLE INC	SHRED IT SERVICE	102.21
00419047	ALL STAR RENTS	EQUIPMENT RENTAL	290.55
00419049	ALTA FENCE CO	FENCE REPAIR	1,484.10
00419053	ANTIOCH ACE HARDWARE	SUPPLIES	16.78
00419058	AT AND T MCI	MODEM	93.40
00419065		LUMBER	399.74
00419100		ELECTRICAL SERVICES	916.16
00419113		INTERIOR WALL SIGNAGE	1,943.80
00419151	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	710.89
00419153	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	1,060.00
00419159	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	994.11
00419169	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	78.27
00419202	ALTA FENCE CO	PROFESSIONAL SERVICES	56,743.62
00419203	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	179.61
00419232		EQUIPMENT RENTALS	4,023.00
00419234	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	41,307.07
00419275	OMEGA INDUSTRIAL SUPPLY INC	SUPPLIES	3,730.28
00950967	CONSOLIDATED ELECTRICAL DIST INC	ELECTRICAL SUPPLIES	1,066.77
00950970	GRAINGER INC	SUPPLIES	746.68
00950993		ELECTRICAL SUPPLIES	478.73
	DKF SOLUTIONS GROUP LLC	SUBSCRIPTION RENEWAL	2,004.00
	rks-Parks Maint		_,0000
	ALTA FENCE CO	FENCE REPAIR - MIRA VISTA	1,987.90
00419050	AMERICAN PLUMBING INC	PLUMBING SERVICES	218.75
00419058	AT AND T MCI	MODEM	158.25
00419202	ALTA FENCE CO	FENCE REPAIR	762.00
00419234	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	6,270.00
00419268	MIRACLE PLAYSYSTEMS INC	PLAYGROUND REPAIR	17,215.43
00419283	POLYMENDERS	PARK SLIDE REPAIR	1,220.00
00950995	DKF SOLUTIONS GROUP LLC	SUBSCRIPTION RENEWAL	2,004.00
			_,0000



Public Wo	rks-Median/General Land		
	DC ELECTRIC GROUP INC	ELECTRICAL REPAIR	89.04
00418994	LIM AUTOMOTIVE SUPPLY INC	PARTS	24.13
00419011	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	64.95
00419053	ANTIOCH ACE HARDWARE	SUPPLIES	59.33
00419055	ARBORICULTURAL SPECIALTIES, INC	TREE REMOVAL	13,900.00
00419058	AT AND T MCI	MODEM	445.19
00419129	LIM AUTOMOTIVE SUPPLY INC	PARTS	126.60
00419203	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	17.23
00950949	GRAINGER INC	MATERIALS	644.70
00950956		IRRIGATION CONTROLERS	•
	GRAINGER INC	SUPPLIES	644.70
00950995	DKF SOLUTIONS GROUP LLC	SUBSCRIPTION RENEWAL	2,004.00
00951004	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION PARTS	2,895.22
	Alternative-Strt Maint		
	FURBER SAW INC	TOOLS	684.15
	ninistration		
	ALAMEDA COUNTY	EVOC TRAINING	648.00
	AMIRI, JOSEPH	PER DIEM	276.00
	AT AND T MCI	MODEM	704.05
00418949	·	PER DIEM	204.00
00418955	CONCORD UNIFORMS LLC	UNIFORMS	75.00
00418957	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	3,799.06
00418959	CORE PSYCHOLOGICAL CORPORATION	PRE EMPLOYMENT PSYCH	2,500.00
00418961	CYNTHIA MARIE KIRBY	POLYGRAPHS	10,800.00
00418966		TRAINING RENTAL	2,587.01
00418971		SHIPPING FEES	87.74
00418972		MOTOR HOME TOWING	16,000.00
00418973	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	1,177.30
00418988	KOCH, MATTHEW T	PER DIEM	344.00
00418997	MARQUES, SHAWN LUIS	EXPENSE REIMBURSEMENT	60.00
00418998	MARTINEZ, ASHLEY N	PER DIEM	536.82
00419002	MILLER MENDEL INC	BACKGROUNDS	1,006.52
00419006	NORRIS, VINCENT D	EXPENSE REIMBURSEMENT	
00419007	OCCUPATIONAL HEALTH CENTERS OF CA		
00419008	OFFICE DEPOT INC	OFFICE SUPPLIES	314.46
00419010	PACIFIC COAST POLYGRAPH & INV	POLYGRAPHS	400.00
00419013	PERRY, APRIL	EXPENSE REIMBURSEMENT	100.00
00419015	PHOTOGRAPHY BY TISH	PORTRAITS	370.00
00419016	REACH PROJECT INC	PROFESSIONAL SERVICES	17,083.00
00419018	KITCH'N BY ANTHONY R.	EMPLOYEE APPRECIATION	500.00
00419031	GUMSHOE GROUP, THE	BACKGROUNDS	4,400.00
00419034	TRANSUNION RISK AND ALT DATA SOL VERIZON WIRELESS	LEO DATABASE	138.80
00419036	WHITAKER, WILLIAM	PATROL VEHICLE MODEMS	3,023.26
00419039	•	EXPENSE REIMBURSEMENT	52.00 5.224.60
00419056	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICES VESTS	5,224.60
00419070 00419082	BPS TACTICAL INC. COLE PRO MEDIA CORP	TRAINING	3,726.12 8,000.00
00419002	OOLL FIND WIEDIA CORP	HAINING	6,000.00



00419086	CONTRA COSTA COUNTY	PLAQUE	29.37
00419089	COOPPER, PATRICIA	REFUND FOR VEHICLE RELEASE	209.00
00419092	CRUMP INVESTIGATIONS	BACKGROUND	10,405.00
00419094	CRYSTAL CLEAR LOGOS INC	UNIFORMS	1,752.65
00419114	FEDEX	SHIPPING	35.78
00419117	GALLS LLC	UNIFORMS	93.84
00419133	LOPEZ INVESTIGATIVE SERVICES	BACKGROUND	800.00
00419142	MILLER MENDEL INC	ESOPH LICENSES	7,544.00
00419147	OCCUPATIONAL HEALTH CENTERS OF CA	PRE-EMPLOYMENT MEDICAL	4,977.00
00419148	OFFICE DEPOT INC	OFFICE SUPPLIES	27.23
00419184	VERIZON WIRELESS	PATROL VEHICLE MODEMS	3,048.98
00419187	VIGIL JR, JOSEPH	PER DIEM	184.00
00419193	WHITAKER, WILLIAM	PER DIEM	184.00
00419201	AGUILLARD-ANDERSON, DANIKA LEI	PER DIEM	86.00
00419208	AMERICAN TROPHIES AWARDS & PROM	SUPPLIES	18.93
00419210	ANGELINI TEIXEIRA DS, RICARDO	PER DIEM	86.00
00419214	AT AND T MOBILITY	DEPARTMENT CELL PHONES	9,707.25
00419215	AXON ENTERPRISE INC	DIGITAL EVIDENCE STORAGE	251,423.43
00419224	CANON FINANCIAL SERVICES	COPIER LEASE	2,444.29
00419228		UNIFORMS	9,981.90
00419247		UNIFORMS	2,439.79
00419256	IRVINE & JACHENS INC.	BADGES	6,353.06
00419260	LEXISNEXIS	MEMBERSHIP SUBSCRIPTION DUES	252.50
00419273	OCCUPATIONAL HEALTH CENTERS OF CA	PRE-EMPLOYMENT MEDICAL	4,894.00
00419297	SLED DISTRIBUTION	PATROL TRAUMA KITS	6,000.00
00419298	SMITH, KYLE T	PER DIEM	240.00
00950946	CHAPLIN AND HILL INVESTIGATIVE SERV	IA INVESTIGATIONS	31,375.85
00950949	GRAINGER INC	SUPPLIES	89.40
00950955	SAFESTORE INC	EVIDENCE STORAGE	5,444.20
00950972	HOYA SAFETY	SAFETY GLASSES	177.50
00950985	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	478.74
00950994	EMPLOYEE	ADVANCED DISABILITY PENSION	5,855.50
00951006		COPIER LEASE	1,031.48
	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	211.10
	nmunity Policing		
	D TAC K9 LLC	K9 TRAINING	1,900.00
00418969	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	11.25
00418970	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	32.00
00418973	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	1,088.34
00418978	HILLCREST CHEVRON	CAR WASH	614.59
00418984	JEONG, JISEOK	EXPENSE REIMBURSEMENT	65.36
00419044	ACEK9	K9 TEMP GAUGE	168.00
00419123	HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	8,221.46
00419136	MARQUES, SHAWN LUIS	EXPENSE REIMBURSEMENT	77.21
00419191	WATT PETROLEUM LLC	PD CAR WASHES	400.00
00419222	BUSHBY, BRANDON MATTHEW	EXPENSE REIMBURSEMENT	196.81
00419227	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00419300	EMPLOYEE	ADVANCED DISABILITY PENSION	5,885.50



00950950	HUNT AND SONS LLC	FUEL	196.96
00950998	HUNT AND SONS LLC	FUEL	73.07
Police Inve	estigations		
00419045	ALHAMBRA	WATER	146.88
00419059	AT AND T MCI	PHONE EVIDENCE	850.00
00419085	CONTRA COSTA COUNTY	FORENSICS	24,062.42
	OFFICE DEPOT INC	OFFICE SUPPLIES	86.14
	T MOBILE USA INC	CELL EVIDENCE	50.00
	DELL COMPUTER CORP	ADOBE LICENSES	57.88
	I Investigations Unit		
	WHITAKER, WILLIAM	EXPENSE REIMBURSEMENT	168.19
00419106	EAN SERVICES LLC	RENTAL VEHICLE	8,856.63
00419111	EWART, ASHLEY MARIE	EXPENSE REIMBURSEMENT	380.69
	nmunications		
00418939	AMERICAN TOWER CORPORATION	TOWER FEES	274.64
00418943	AT AND T	PHONES	65.32
00418944	AT AND T MCI	MODEM	844.40
00418953	COMCAST	CONNECTION SERVICES	491.75
00418956	CONTRA COSTA COUNTY	RADIOS	2,714.92
00418977	GLOBALSTAR USA	SATELLITE PHONE	270.28
00419008	OFFICE DEPOT INC	OFFICE SUPPLIES	45.41
00419058	AT AND T MCI	MODEM	1,253.04
00419131	LIVEVIEW TECHNOLOGIES, INC	PROFESSIONAL SERVICES	400.00
00419172	SUN RIDGE SYSTEMS INC	RIMS TRAINING	10,485.00
00419185	VERSATERM PUBLIC SAFETY US, INC	ANNUAL MAINTENANCE	4,000.00
00419209	AMS DOT NET INC	AMS PFLEX HRS	5,400.00
00419249	GLOBALSTAR USA	SATELLITE PHONE	270.54
00419274	OFFICE DEPOT INC	OFFICE SUPPLIES	761.61
	Emergency Management		
00419005	NAVIGATING PREPAREDNESS ASSOC	HAZARD MITIGATION PLAN	4,680.00
	AT AND T MCI	MODEM	490.73
00419154	CRISISMC911	MONTHLY SERVICES	3,750.00
	ilities Maintenance		
00419020	SCHNEIDER, MICHAEL C	EXPENSE REIMBURSEMENT	39.02
00419050	AMERICAN PLUMBING INC	PLUMBING SERVICES	262.50
00419058	AT AND T MCI	MODEM	297.05
00419134	M AND L OVERHEAD DOORS	REPAIR SERVICES	3,168.66
00419153	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	222.00
00419159	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	1,005.00
00419169	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	602.34
00419285	REINHOLDT ENGINEERING CONSTR	UST INSPECTIONS	575.00
	ninistration		
00419110	ELLIS, DOROTHY	EXPENSE REIMBURSEMENT	167.32
Youth Net	work Services		
00419019	RR TRANSITIONAL HOUSING	TUTORING PROGRAM	3,386.80
00419035	UNITED STATES POSTAL SERVICE	MAILING SERVICES	700.00
00419125	JENNIFER LYNN HINES	PROFESSIONAL SERVICES	652.55
00419139	MAYA PITTSBURG CINEMAS LLC	YOUTH PROGRAM	3,727.00



00419198	YOUNG MEN'S CHRISTIAN ASSOCIATION	PROGRAM FEES	3,708.00
00419203	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	266.49
	and Homelessness		
	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	53.98
	ECONOMY INN	MOTEL VOUCHER	980.00
00419293	SHARE COMMUNITY	SHOWER PROGRAM	5,563.25
Violence	Intervention & Preven		
-	ministration		
00419224	CANON FINANCIAL SERVICES	COPIER LEASE	75.00
	ty Development Administration		
	DAS - DEVELOPMENT ADVISORY SERV	CONSULTANT SERVICES	16,095.00
	OFFICE DEPOT INC	OFFICE SUPPLIES	49.54
00419274	OFFICE DEPOT INC	OFFICE SUPPLIES	149.61
	DELL COMPUTER CORP	COMPUTER EQUIPMENT	484.35
	UBEO BUSINESS SERVICES	COPIER	1,111.66
	ty Development Land Planning Services		
	EIDEN, KITTY J	MINUTES	150.00
00419101	DELIA COLORADO	PROFESSIONAL SERVICES	450.00
00419109	EIDEN, KITTY J	PROFESSIONAL SERVICES	100.00
00419235	DELIA COLORADO	PROFESSIONAL SERVICES	450.00
00419241	FERNANDEZ, JOSE	PROFESSIONAL SERVICES	1,028.80
	DELL COMPUTER CORP	COMPUTER EQUIPMENT	443.58
00950962	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	226.98
CD Code	Enforcement		
00418976	GBA STORAGE, LLC	MONTHLY STORAGE FEE	260.00
00419074	CACEO	MEMBERSHIP SUBSCRIPTION DUES	165.00
00419098	DATA TICKET INC	CONSULTING SERVICES	419.05
00419248	GBA STORAGE, LLC	MONTHLY STORAGE FEE	260.00
00419289	ROSS, REGINA AVONNE	EXPENSE REIMBURSEMENT	39.99
00950947		COMPUTER EQUIPMENT	2,768.97
00950968		ADOBE LICENSES	57.88
	eer Land Development		
00419058	AT AND T MCI	MODEM	61.75
	OFFICE DEPOT INC	OFFICE SUPPLIES	83.43
	ty Development Building Inspection		
00418957	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS- SERVICE	669.20
00418973	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	107.96
00418982	IPERMIT	REFUND ENERGY INSP FEE	314.16
	SUNRUN INSTALLATION SERVICES, INC.	REFUND ENERGY INSP FEE	1,662.35
00419243	FREEDOM FOREVER LLC	REFUND ENERGY INSP FEE	940.64
00419244	FREEDOM FOREVER LLC	REFUND ENERGY INSP FEE	376.25
00419306	SUNRUN INSTALLATION SERVICES, INC.	REFUND ENERGY INSP FEE	2,951.03
00419311	V3 ELECTRIC	REFUND ENERGY INSP FEE	605.18
00950970		SUPPLIES	89.40
	np. Administration		
00419008		OFFICE SUPPLIES	27.90
00419148	OFFICE DEPOT INC	OFFICE SUPPLIES	37.95



200	American Decemb Blon Fund		
206 Non depar	American Rescue Plan Fund		
	CRUSADER FENCE COMPANY LLC	RELEASE OF RETENTION	17,254.45
Non Depar		RELEASE OF RETENTION	17,234.43
•	ESO VENTURES INC	CHECK REPLACEMENT	12,934.48
207	CalVIP Grant Fund	CHECK REPLACEMENT	12,934.40
	ntervention & Preven		
208	PLHA Grant Fund		
PLHA	PLNA Grant Fund		
	HABITAT FOR HUMANITY EAST BAY	OSMADOUTVSA SE HAD DEIMD	42 440 04
00950987 00951009	HABITAT FOR HUMANITY EAST BAY	Q3MARCHFY24-25-HAB-REIMB Q3FEBFY24-25-HAB-REIMB	43,110.91 21,311.99
209	RMRA Fund	Q3FEBF 124-23-HAB-REINB	21,311.99
Streets	RIVIRA FUIIU		
00950962	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	587.82
	CDBG Fund	LEGAL AD	307.02
212 CDBG	CDBG Fulld		
_	DAY ADEA CDICIC NILIDOEDY	OSEVSA SE BACNI DEIMBLIDSEMENT	2 602 40
00419062 00419084	BAY AREA CRISIS NURSERY	Q3FY24-25-BACN REIMBURSEMENT	2,603.49
	CONTRA COSTA CHILD CARE COUNCIL	Q3FY24-25 COCO REIMB OFFICE SUPPLIES	4,002.18 382.51
00419148	OFFICE DEPOT INC OMBUDSMAN SERVICES OF CCC	Q2FY24-25EMPA REIMB	2,498.46
00419149 00419299	SOCIETY OF ST VINCENT DE PAUL		2,496.46
	SOCIETY OF ST VINCENT DE PAUL	Q3FY24-25 SVDP REIMB	2,424.04
CDBG-CV 00419118	GETTONE, JACQUELYNE	Q3 FH TESTER STIPEND	65.00
00419116	RHODES, ANN LYNNE	Q3 FH TESTER STIPEND	65.00
213	Gas Tax Fund	Q3 FH TESTER STIPEND	05.00
Streets	Gas Tax Fullu		
	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	102.02
00410973	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	462.31
00419280	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	254.99
214	Animal Services Fund	ELLOTRIO	204.99
Animal Se			
	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	43.24
	HILLS PET NUTRITION	PET FOOD	1,588.55
00418989		CREMATION SERVICES	2,732.25
00419004	MWI VETERINARY SUPPLY CO	VET SUPPLIES	894.93
00419161	SCHOOLER, ANDREW JAMES	CITATION REFUND	695.00
219	Recreation Fund	OTTATION NET ONE	000.00
Non depar			
	CATURA, HANNAH	REFUND DEPOSIT	348.00
	guez Community Cent	TEL STEP BEL SOIT	0.000
	AAA FIRE PROTECTION SVCS	EXHAUST CLEANING	1,547.93
00418938	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	895.02
00418960	COSTCO	VARIOUS BUSINESS EXPENSES	104.00
00419054	ANTIOCH GLASS	GLASS REPAIR	932.88
00419058	AT AND T MCI	MODEM	76.86
00419075	CANON FINANCIAL SERVICES	COPIER LEASE	287.28
00419087	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	406.08
00419153	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	222.00



00950984	UBEO BUSINESS SERVICES	COPIER LEASE	659.51
00950986	BRADY INDUSTRIES	JANITORIAL SUPPLIES	132.20
	Sports Programs		
	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	57.06
00418952	CHANGE CLEAR CLEAN LLC	CONCESSIONS CLEANING	1,320.00
00419058	AT AND T MCI	MODEM	31.65
	BSN SPORTS	BASES FOR FIELDS	796.92
00419184	VERIZON WIRELESS	DATA USAGE	39.02
	CALIPRINTS LLC	UNIFORMS	2,349.07
	-Comm Center		
00418938	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	625.23
00418960		VARIOUS BUSINESS EXPENSES	96.50
	DUGAND, KARINA	CONTRACTOR PAYMENT	330.00
	EIDEN, KITTY J	MINUTES	112.50
	IDN WILCO	SUPPLIES	264.02
	KOVALICK, LUANNE	CONTRACTOR PAYMENT	686.40
00418996	MANUEL A MINZER	CONTRACTOR PAYMENT	819.00
00419000	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	384.00
	PACIFIC GAS AND ELECTRIC CO	GAS	9,687.12
00419035	UNITED STATES POSTAL SERVICE	MAILING SERVICES	7,250.00
	AT AND T MCI	MODEM	32.91
	BE EXCEPTIONAL	CHECK REPLACEMENT	4,992.00
	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS-SERVICE	1,104.88
	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	344.06
	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	1,008.00
00419145	MUSCO SPORTS LIGHTING INC	BASEBALL FIELDS LIGHTS	6,487.88
	BAY AREA BACKYARD MOVEMENT	COMMUNITY EVENTS COORDINATION	3,000.00
	BE EXCEPTIONAL	CONTRACTOR PAYMENT	402.00
	CALIPRINTS LLC	PROGRAM SHIRTS	1,773.60
00950968	DELL COMPUTER CORP	PHOTOSHOP LICENSE	233.19
	Water Park		
	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,639.36
	MASSONE MECHANICAL INC	ICE MACHINE	8,776.93
	SLIDERENU SERVICE LLC	SLIDE ANNUAL MAINTENANCE	4,730.00
	WATER SAFETY PRODUCTS INC	TRAUMA BAG SUPPLIES	70.94
	WRIGHT, CHRIS D.	HANDRAILS PAINTING	4,600.00
	AT AND T MCI	MODEM	185.24
	CINTAS CORPORATION NO. 2	FIRST AID BOX	616.40
00419087	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	945.46
00419102	DEPARTMENT OF INDUSTRIAL RELATIONS		660.00
00419130	LINCOLN EQUIPMENT INC	CHEMICALS	928.09
00419153	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	543.00
00419181	US FOODS INC	CONCESSIONS	1,498.82
00419207	AMERICAN RED CROSS	FIRST AID/CPR/AED TRAINING	200.00
00419234	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	5,325.00
00419303	STARFISH AQUATICS INSTITUTE LLC	STARFISH SWIM LESSONS	5,509.00
00419310	US FOODS INC	CONCESSIONS	172.36
00950951	KNORR SYSTEMS INC	CHEMICALS	601.32



00950984	UBEO BUSINESS SERVICES	PRINTER MAINTENANCE	85.80
00951001	KNORR SYSTEMS INC	CHEMICALS	1,101.91
222	Measure C/J Fund		
Streets			
	WATERSAVERS IRRIGATION INC	LONE TREE ENHANCEMENT	476.84
	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	527.68
00950981		LONE TREE ENHANCEMENT	71.72
226	Solid Waste Reduction Fund		
Solid Wast			22-1
	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	36.71
	ABDUR-RASHEED, HANEEFAH	RRA STIPEND	75.00
00419057	•	RRA STIPEND	75.00
00419069		RRA STIPEND	75.00
00419072	· · · · · · · · · · · · · · · · · · ·	RRA STIPEND	75.00 75.00
00419096		RRA STIPEND RRA STIPEND	75.00 75.00
00419099	DAVIS, CHANNEL A. ECOHERO SHOW LLC, THE		2,500.00
00419106	•	LITTER/ ORGANICS ASSEMBLY RRA STIPEND	2,500.00 75.00
00419119	LEIVA, BERNABE	RRA STIPEND	75.00 75.00
00419120	MEINHARDT, LUCILE P.	RRA STIPEND	75.00 75.00
00419141	MONTANO-CHICAS, MARITZA	RRA STIPEND	75.00 75.00
00419167	SMITH, NAJAI	RRA STIPEND	75.00
00419179		RRA STIPEND	75.00
00419180		RRA STIPEND	75.00
00419182		RRA STIPEND	75.00
00419183	VAUGHAN, WAHAB	RRA STIPEND	75.00
00419188		RRA STIPEND	75.00
00419196	•	RRA STIPEND	75.00
00419203		OFFICE SUPPLIES	327.56
00419216	BARRON, CIARRA	RRA STIPEND	75.00
00419253	HILL, SHANAVIA	RRA STIPEND	75.00
00419264	LUNA, YULIANA	RRA STIPEND	75.00
00419269	MOEMEKE, MARYANN	RRA STIPEND	75.00
00419284		RRA STIPEND	75.00
229	Pollution Elimination Fund		
Channel M	laintenance Operation		
	ANTIOCH ACE HARDWARE	SUPPLIES	53.32
	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	18.35
	FURBER SAW INC	SUPPLIES	888.95
00419052	ANTIOCH ACE HARDWARE	SMALL TOOLS	26.42
00419060	ATLANTIS DIVING AND SALVAGE CO	GATE INSPECTION	6,000.00
00419166	SILVA LANDSCAPE	LANDSCAPE SERVICES	11,040.00
00419262	LIVE OAK ASSOCIATES INC	BIOLOGIST SERVICES	9,275.30
00419296	SILVA LANDSCAPE	LANDSCAPE SERVICES	11,040.00
238	PEG Franchise Fee Fund		
Non Depar		OFFICE SLIPPLIES	077 07
00419203	AMAZON CAPITAL SERVICES INC COREMICRO INC	OFFICE SUPPLIES	377.27
00419230	CONEINIURO INC	CHAMBERS CAMERAS	27,965.18



00050040	FIRM OPOUR ING	PROFESCIONAL OFFICES	405.00
	EIDIM GROUP, INC	PROFESSIONAL SERVICES	185.00
251	Lone Tree SLLMD Fund Naintenance Zone 1		
	AT AND T MCI	MODEM	126.60
	TERRACARE ASSOCIATES	MODEM LANDSCAPE SERVICES	120.00
	Maintenance Zone 2	LANDSCAPE SERVICES	194.00
	AT AND T MCI	MODEM	218.44
	Maintenance Zone 3	MODEM	210.44
	AT AND T MCI	MODEM	94.95
	Maintenance Zone 4	MODEM	34.30
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	311.69
252	Downtown SLLMD Fund	LANDOGAI E GERVIGEG	311.03
	Maintenance		
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	194.85
254	Hillcrest SLLMD Fund	E/MVDGG/M E GERVIGEG	104.00
Non depar			
	B & D EXCAVATION & CONSTRUCTION INC	RELEASE OF RETENTION	31,318.43
	laintenance Zone 1	TREEF TO E OF TREFERENCE	01,010.10
	AT AND T MCI	MODEM	63.30
00419308	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	506.60
	aintenance Zone 2		
	AT AND T MCI	MODEM	221.55
	BELLECCI AND ASSOCIATES	PROFESSIONAL SERVICES	502.00
00419308	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	693.64
	aintenance Zone 4		
00419058	AT AND T MCI	MODEM	188.35
00419308	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	389.69
255	Park 1A Maintenance District Fund		
Park 1A M	aintenance District		
00419058	AT AND T MCI	MODEM	31.65
00419308	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	506.60
256	Citywide 2A Maintenance District Fund		
Citywide 2	A Maintenance Zone 3		
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	7.79
	A Maintenance Zone 6		
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	467.62
	A Maintenance Zone 8		
	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	38.96
-	A Maintenance Zone 9		
00419058	AT AND T MCI	MODEM	126.60
00419308	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	116.91
257	SLLMD Administration Fund		
-	ministration		
	LIM AUTOMOTIVE SUPPLY INC	PARTS	186.55
	ANTIOCH ACE HARDWARE	SUPPLIES	25.66
	ARBORICULTURAL SPECIALTIES, INC	PROFESSIONAL SERVICES	4,640.00
	AT AND T MCI	MODEM	107.30
00419174	TERRACARE ASSOCIATES	REPAIR SERVICES	1,912.50



00419308	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	467.80
311	Capital Improvement Fund	2, 11, 12, 3, 11, 12, 12, 11, 11, 12, 12, 12, 12, 12	107.00
Parks & O			
	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	607.22
Energy Eff		EE O/NE / NB	007.22
	ECOHERO SHOW LLC, THE	CLIMATE ASSEMBLY	2,500.00
570	Equipment Maintenance Fund	OLIMATE AGGEMBET	2,300.00
Non depar	• •		
	HUNT AND SONS LLC	FUEL	21,301.49
	HUNT AND SONS LLC	FUEL	15,164.17
	HUNT AND SONS LLC	FUEL	21,854.69
	t Maintenance	1 OLL	21,004.00
	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	10.00
	LIM AUTOMOTIVE SUPPLY INC	PARTS	20.72
00410994		PARTS	3,273.52
00419066	BILL BRANDT FORD	REPAIR SERVICES	2,173.25
00419000		PARTS	143.23
00419079	LIM AUTOMOTIVE SUPPLY INC	PARTS	2,321.76
00419129		TOOLS	3,546.01
00419137		FUEL SYSTEM UPDATE	8,747.67
00419144		PARTS	1,170.06
00419168	SOUTHERN COUNTIES LUBRICANTS LLC	OIL	3,092.99
00419189		PARTS	6,094.18
00419109		ALIGNMENT INSPECTION	40.00
00419200		OFFICE SUPPLIES	745.80
	SOUTHERN TIRE MART LLC	MATERIALS	1,146.31
	PETERSON TRACTOR CO	PARTS	887.01
	DKF SOLUTIONS GROUP LLC	SUBSCRIPTION RENEWAL	2,004.00
573	Information Services Fund	30B3CKIF HON KENEWAL	2,004.00
Informatio			
	AT AND T MCI	MODEM	121.93
	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	27.13
	upport & PCs	OFFICE SUFFLIES	27.13
	AT AND T MCI	MODEM	178.70
	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	51.01
	AT AND T MCI	MODEM	81.40
	PDQ COM CORPORATION	PDQ CONNECT	3,435.29
	CARTER, RONN	CAMERA OPERATOR	1,452.00
Telephone	,	CAMERA OF ENATOR	1,432.00
	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	51.01
	AT AND T MCI	MODEM	2.271.84
	ort Services	MODEM	2,211.04
00950944	BORELLI, GINA	CONSULTING SERVICES	10,517.00
00950944	CLUB CARE INC	QUARTERLY MAINT FEB-APRIL 25	305.00
	ipment Replacement	QUARTERET MAINT LEP-AFRIE 20	303.00
00419051	AMS DOT NET INC	PURE STORAGE CH	37,372.41
	AMS DOT NET INC	PURE STORAGE CH PURE STORAGE PROJECT	5,405.66
	DELL COMPUTER CORP	EQUIPMENT REPLACEMENT	938.92
00300347	DELE GOIMI OTEN GOINF	LQUI WENT ILL LAGEWENT	330.32



00950968	DELL COMPUTER CORP	COMPUTER EQUIPMENT	5,660.11
577	Post Retirement Medical-Police Fund	oom orenegon men	0,000.11
Non Depai			
00419314	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00419325	RETIREE	MEDICAL AFTER RETIREMENT	1,622.64
00419329	RETIREE	MEDICAL AFTER RETIREMENT	954.90
00419330	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00419331	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00419332		MEDICAL AFTER RETIREMENT	57.90
00419333	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00419335	RETIREE	MEDICAL AFTER RETIREMENT	1,956.51
00950957	RETIREE	MEDICAL AFTER RETIREMENT	731.92
00951012	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951013	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00951014	RETIREE	MEDICAL AFTER RETIREMENT	108.33
00951018	RETIREE	MEDICAL AFTER RETIREMENT	1,297.98
00951019	RETIREE	MEDICAL AFTER RETIREMENT	454.10
00951021	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951022	RETIREE	MEDICAL AFTER RETIREMENT	817.12
00951024	RETIREE	MEDICAL AFTER RETIREMENT	1,343.97
00951027	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951029	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951036	RETIREE	MEDICAL AFTER RETIREMENT	1,112.90
00951037	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00951042	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951044	RETIREE	MEDICAL AFTER RETIREMENT	965.00
00951046	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951049	RETIREE	MEDICAL AFTER RETIREMENT	817.12
00951058	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951064	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951065	RETIREE	MEDICAL AFTER RETIREMENT	965.00
00951066	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951069	RETIREE	MEDICAL AFTER RETIREMENT	1,845.22
00951076	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951082	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951083	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951084	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951087	RETIREE	MEDICAL AFTER RETIREMENT	637.88
00951095	RETIREE	MEDICAL AFTER RETIREMENT	185.08
00951096	RETIREE	MEDICAL AFTER RETIREMENT	676.68
00951097	RETIREE	MEDICAL AFTER RETIREMENT	2,003.22
00951098	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951110	RETIREE	MEDICAL AFTER RETIREMENT	2,734.34
00951114	RETIREE	MEDICAL AFTER RETIREMENT	1,511.35
00951117	RETIREE	MEDICAL AFTER RETIREMENT	2,503.00
00951121	RETIREE	MEDICAL AFTER RETIREMENT	668.70
00951123	RETIREE	MEDICAL AFTER RETIREMENT	954.90
00951125	RETIREE	MEDICAL AFTER RETIREMENT	1,671.25



00951132	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951134	RETIREE	MEDICAL AFTER RETIREMENT	1,337.71
00951137	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951138	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951140	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951141	RETIREE	MEDICAL AFTER RETIREMENT	1,489.00
00951145	RETIREE	MEDICAL AFTER RETIREMENT	398.45
00951154	RETIREE	MEDICAL AFTER RETIREMENT	709.98
00951155	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00951157	RETIREE	MEDICAL AFTER RETIREMENT	1,586.21
00951165	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951166	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951168	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951169	RETIREE	MEDICAL AFTER RETIREMENT	504.30
00951171	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951175	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951176	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951180	RETIREE	MEDICAL AFTER RETIREMENT	726.50
00951186	RETIREE	MEDICAL AFTER RETIREMENT	909.96
00951190	RETIREE	MEDICAL AFTER RETIREMENT	855.70
00951191	RETIREE	MEDICAL AFTER RETIREMENT	954.90
00951193	RETIREE	MEDICAL AFTER RETIREMENT	30.66
00951195	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
578	Post Retirement Medical-Misc Fund		•
Non Depar			
Non Depai 00419315	rtmental	MEDICAL AFTER RETIREMENT	176.48
Non Depai 00419315 00419318		MEDICAL AFTER RETIREMENT MEDICAL AFTER RETIREMENT	176.48 78.69
00419315	rtmental RETIREE		
00419315 00419318	rtmental RETIREE RETIREE	MEDICAL AFTER RETIREMENT	78.69
00419315 00419318 00419319	rtmental RETIREE RETIREE RETIREE	MEDICAL AFTER RETIREMENT MEDICAL AFTER RETIREMENT	78.69 946.76
00419315 00419318 00419319 00419320	rtmental RETIREE RETIREE RETIREE RETIREE	MEDICAL AFTER RETIREMENT MEDICAL AFTER RETIREMENT MEDICAL AFTER RETIREMENT	78.69 946.76 473.38
00419315 00419318 00419319 00419320 00419321	rtmental RETIREE RETIREE RETIREE RETIREE RETIREE RETIREE	MEDICAL AFTER RETIREMENT MEDICAL AFTER RETIREMENT MEDICAL AFTER RETIREMENT MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38
00419315 00419318 00419319 00419320 00419321 00419322	rtmental RETIREE RETIREE RETIREE RETIREE RETIREE RETIREE RETIREE RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38
00419315 00419318 00419319 00419320 00419321 00419322 00419324	rtmental RETIREE RETIREE RETIREE RETIREE RETIREE RETIREE RETIREE RETIREE RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69
00419315 00419318 00419319 00419320 00419321 00419322 00419324 00419327	rtmental RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69 304.59
00419315 00419318 00419319 00419320 00419321 00419322 00419324 00419327 00419328	rtmental RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69 304.59 78.69
00419315 00419318 00419319 00419320 00419321 00419322 00419324 00419327 00419336	rtmental RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69 304.59 78.69 709.38
00419315 00419318 00419319 00419320 00419321 00419322 00419327 00419328 00419336 00419337	rtmental RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69 304.59 78.69 709.38 78.69
00419315 00419318 00419319 00419320 00419321 00419322 00419327 00419328 00419336 00419337 00419338	rtmental RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69 304.59 78.69 709.38 78.69 216.75
00419315 00419318 00419319 00419320 00419321 00419322 00419324 00419327 00419336 00419337 00419338 00950941	RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69 304.59 78.69 709.38 78.69 216.75 2,837.52
00419315 00419318 00419319 00419320 00419321 00419322 00419327 00419328 00419336 00419337 00419338 00950941 00951011	rtmental RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69 304.59 78.69 709.38 78.69 216.75 2,837.52 315.38
00419315 00419318 00419319 00419320 00419321 00419322 00419327 00419328 00419337 00419338 00950941 00951011	RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69 304.59 78.69 709.38 78.69 216.75 2,837.52 315.38 709.38
00419315 00419318 00419320 00419321 00419322 00419324 00419327 00419338 00419337 00419338 00950941 00951015 00951017	RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69 304.59 78.69 709.38 78.69 216.75 2,837.52 315.38 709.38 315.38
00419315 00419318 00419320 00419321 00419322 00419324 00419327 00419328 00419336 00419337 00419338 00950941 00951011 00951017 00951020	RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69 304.59 78.69 709.38 78.69 216.75 2,837.52 315.38 709.38 315.38 315.38
00419315 00419318 00419320 00419321 00419322 00419324 00419327 00419328 00419336 00419337 00419338 00950941 00951015 00951017 00951020 00951026	RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69 304.59 78.69 709.38 78.69 216.75 2,837.52 315.38 709.38 315.38 315.38 196.69
00419315 00419318 00419320 00419321 00419322 00419324 00419327 00419328 00419336 00419337 00419338 00950941 00951011 00951017 00951020 00951026 00951031	RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69 304.59 78.69 709.38 78.69 216.75 2,837.52 315.38 709.38 315.38 315.38 196.69 315.38
00419315 00419318 00419320 00419321 00419322 00419324 00419327 00419328 00419336 00419337 00419338 00950941 00951015 00951017 00951020 00951026 00951031	RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69 304.59 78.69 709.38 78.69 216.75 2,837.52 315.38 709.38 315.38 315.38 196.69 315.38 161.20
00419315 00419318 00419319 00419320 00419321 00419322 00419327 00419328 00419336 00419337 00419338 00950941 00951015 00951017 00951020 00951020 00951031 00951034 00951034	RETIREE	MEDICAL AFTER RETIREMENT	78.69 946.76 473.38 473.38 473.38 78.69 304.59 78.69 709.38 78.69 216.75 2,837.52 315.38 709.38 315.38 196.69 315.38 161.20 315.38



00951040	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951043	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951050	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951055	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951057	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951059	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951060	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951061	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951062	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951063	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951071	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00951072	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951073	RETIREE	MEDICAL AFTER RETIREMENT	155.52
00951074	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00951075	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951080	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951081	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951089	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951090	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951094	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951100	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951105	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951106	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951107	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951109	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951111	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951112	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951118	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951120	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951124	RETIREE	MEDICAL AFTER RETIREMENT	405.00
00951127	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951131	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00951133	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951135	RETIREE	MEDICAL AFTER RETIREMENT	46.48
00951139	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951142	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951144	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951148	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951153	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951156	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951161	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951173	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951178	RETIREE	MEDICAL AFTER RETIREMENT	220.00
00951179	RETIREE	MEDICAL AFTER RETIREMENT	309.46
00951182	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951189	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951192	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951194	RETIREE	MEDICAL AFTER RETIREMENT	315.38



579	Post Retirement Medical-Mgmt Fund		
Non Depar			
	RETIREE	MEDICAL AFTER RETIREMENT	1,509.00
00419317	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00419323	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00419326	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00419334	RETIREE	MEDICAL AFTER RETIREMENT	431.38
00419339	RETIREE	MEDICAL AFTER RETIREMENT	474.30
00419340	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00419341	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951016	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951023	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951025	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951028	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951030	RETIREE	MEDICAL AFTER RETIREMENT	185.08
	RETIREE	MEDICAL AFTER RETIREMENT	136.69
00951033	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951041	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951045	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951047	RETIREE	MEDICAL AFTER RETIREMENT	56.00
00951048	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951051	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951052	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951053	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00951054	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951056	RETIREE	MEDICAL AFTER RETIREMENT	431.38
00951067	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951068	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951070	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951077	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00951078	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951079	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951085	RETIREE	MEDICAL AFTER RETIREMENT	426.70
00951086	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00951088	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951091	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951092	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00951093	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00951099	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951101	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00951102	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951103	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951104	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951108	RETIREE	MEDICAL AFTER RETIREMENT	817.12
00951113	RETIREE	MEDICAL AFTER RETIREMENT	934.26
00951115	RETIREE	MEDICAL AFTER RETIREMENT	676.68
00951116	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951119	RETIREE	MEDICAL AFTER RETIREMENT	1,845.22



00951122	RETIREE	MEDICAL AFTER RETIREMENT	426.70
00951126	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951128	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951129	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951130	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951136	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951143	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951146	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951147	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951149	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951150	RETIREE	MEDICAL AFTER RETIREMENT	136.69
00951151	RETIREE	MEDICAL AFTER RETIREMENT	429.00
00951152	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951158	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951159	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951160	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951162	RETIREE	MEDICAL AFTER RETIREMENT	426.70
00951163	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951164	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951167	RETIREE	MEDICAL AFTER RETIREMENT	431.38
00951170	RETIREE	MEDICAL AFTER RETIREMENT	318.86
00951172	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951174	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951177	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00951181	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951183	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951184	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951185	RETIREE	MEDICAL AFTER RETIREMENT	1,902.80
00951187	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951188	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
611	Water Fund		,
Non depar			
•	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	1,163.35
00419129	LIM AUTOMOTIVE SUPPLY INC	PARTS	427.70
00419169	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	102.41
00419274	OFFICE DEPOT INC	OFFICE SUPPLIES	2,161.65
00950942	ANIXTER INC	MASTER PAD LOCKS	2,409.54
00950949	GRAINGER INC	MATERIALS	420.51
00950952	MOUNTAIN CASCADE INC	CHECK REPLACEMENT	20,490.61
00950954	ROADSAFE TRAFFIC SYSTEMS INC	SUPPLIES	1,794.69
00950960	BRADY INDUSTRIES	JANITORIAL SUPPLIES	473.73
00950970	GRAINGER INC	SUPPLIES	839.43
00950986	BRADY INDUSTRIES	JANITORIAL SUPPLIES	842.94
00950988	ANIXTER INC	PAD LOCKS	785.46
00951008	BRADY INDUSTRIES	JANITORIAL SUPPLIES	963.20
Water Sup			555.20
00419008	OFFICE DEPOT INC	OFFICE SUPPLIES	31.83
00419090	COSTA DULCILENE MURILLO GILBERT	CHECK REPLACEMENT	188.89



	0	0.55105-011551150	00.40
	OFFICE DEPOT INC	OFFICE SUPPLIES	29.18
	HOYA SAFETY	SAFETY GLASSES	309.25
Water Pro		EVENUE DEIMEUROEMENT	005.00
	BENNETT, KORY C	EXPENSE REIMBURSEMENT	295.00
	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	205.00
00418985	JOHNSON, GAVIN LEE	EXPENSE REIMBURSEMENT	90.00
00419028	STEVENTON, ADAM D	EXPENSE REIMBURSEMENT	155.00
00419048	ALLIED FLUID PRODUCTS CORP	HOSE ASSEMBLIES	1,293.10
00419053	ANTIOCH ACE HARDWARE	SUPPLIES	152.19
00419058	AT AND T MCI	MODEM	825.13
00419068	BORGES AND MAHONEY	EQUIPMENT	1,078.29
00419071	BRENNTAG PACIFIC INC	CHEMICALS	6,109.76
00419075	CANON FINANCIAL SERVICES	COPIER LEASE	151.65
00419076	CARRASCO, AARON M	EXPENSE REIMBURSEMENT	90.00
00419083	CONNELLY, BRIAN K	EXPENSE REIMBURSEMENT	90.00
00419088	CONTRA COSTA WATER DISTRICT	RAW WATER	217,108.61
00419105	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE	200.00
00419107		BACC PARTICIPATION FEE	2,619.90
		LAB SUPPLIES	1,050.95
00419116	FRUIT GROWERS LABORATORY, INC	TESTING	951.00
00419120	GOLDEN HARVEST INC	SEAL KITS AND VALVE STEMS	3,614.50
00419121	HARRINGTON INDUSTRIAL PLASTICS LLC	PVC	667.43
00419126	KARL NEEDHAM ENTERPRISES INC	CENTRIFUGE RENTAL	30,863.64
00419129	LIM AUTOMOTIVE SUPPLY INC	PARTS	572.32
00419140	MCMASTER CARR SUPPLY CO	PARTS	468.99
00419155	POLYDYNE INC	CHEMICALS	7,576.80
00419175	THE GUALCO GROUP INC.	PROFESSIONAL SERVICES	4,000.00
00419178	UNIVAR SOLUTIONS USA INC	CHEMICALS	39,414.93
00419186	VESTIS GROUP INC	SUPPLIES	452.64
00419190	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	2,700.60
00419203	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	48.00
00419245	FRUIT GROWERS LABORATORY, INC	TESTING	1,851.00
00419252	HAWTHORN VENTURES LLC	UNIFORMS	206.63
00419258	JOHNSTON, COREY J	EXPENSE REIMBURSEMENT	350.00
00950949	GRAINGER INC	ELECTRICAL SUPPLIES	4,079.43
00950965	CHEMTRADE CHEMICALS US LLC	CHEMICALS	10,692.26
00950969	EUROFINS EATON ANALYTICAL INC	TESTING	1,912.00
00950971	HACH CO	LAB SUPPLIES	2,195.51
00950982	SWANTEK, SHANNON	LAB ACCREDITATION	4,680.00
	UBEO BUSINESS SERVICES	INK	97.37
	DKF SOLUTIONS GROUP LLC	SUBSCRIPTION RENEWAL	2,004.00
00950996	GRAINGER INC	SUPPLIES	4,868.29
00950997	HACH CO	LAB SUPPLIES	3,706.73
00950999	IDEXX LABORATORIES INC	LAB SUPPLIES	1,755.03
	SWANTEK, SHANNON	EFT REISSUE	6,560.00
Water Dist		CMALL TOOLS	47.05
00418941		SMALL TOOLS	47.35
00418945	BACKFLOW DISTRIBUTORS INC	BACKFLOWS	41,717.73



00418950	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	36,750.00
00418957	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	591.90
00418975	G AND S PAVING	SERVICE CUTS	6,554.36
00418978	HILLCREST CHEVRON	CAR WASH	44.97
00418987	KIE-CON INC	V-BLOCKS	1,359.37
00418994	LIM AUTOMOTIVE SUPPLY INC	PARTS	10.42
00418995	LINE X KUSTOM AND ACCESSORIES	SAFETY STEP FOR UTILITY TRUCK	131.65
00419008	OFFICE DEPOT INC	OFFICE SUPPLIES	668.87
	PACE SUPPLY CORP	VALVE CANS	5,969.70
00419017	ROBERTS AND BRUNE CO	WATER PIPE	17,215.12
00419058	AT AND T MCI	MODEM	31.65
00419078	CHECK PROCESSORS INC	LOCKBOX PROCESSING	609.15
	RT LAWRENCE CORP	WATER UTILITY CENTER	600.00
	STERICYCLE INC	SHRED IT SERVICE	48.09
	TYLER TECHNOLOGIES INC	PAYMENT SYSTEM	41,378.30
00419203	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	485.18
00419212	ANTIOCH ACE HARDWARE	TOOLS	101.59
00419239	EWING IRRIGATION PRODUCTS	METER BATTERY	290.65
00419252	HAWTHORN VENTURES LLC	UNIFORMS	52.17
00419271	NATEC INTERNATIONAL INC	TRAINING	1,250.00
	PACE SUPPLY CORP	METER BOXES	11,291.10
	PACIFIC CREDIT SERVICES	COLLECTION FEES	54.28
	PACIFIC CREDIT SERVICES	COLLECTION FEES	949.76
00419286 00419290	ROBERTS AND BRUNE CO SCELZI ENTERPRISES INC	PIPE FITTINGS FRONT CONE HOLDER	11,987.64 910.93
00419290	GRAINGER INC	SUPPLIES	496.98
		PRINTER SERVICE	131.34
	DELL COMPUTER CORP	COMPUTER EQUIPMENT	58.38
	INFOSEND INC	PRINT AND MAIL SERVICES	3,819.80
	LEHR UPFITTER OPCO LLC	EMERGENCY EQUIPMENT	1,177.40
	ANIXTER INC	SUPPLIES	27.34
	DKF SOLUTIONS GROUP LLC	SUBSCRIPTION RENEWAL	2,004.00
	Idings & Facilities	GODGONII HONNENEWAL	2,004.00
	CAROLLO ENGINEERS INC	BRACKISH WATER	34,881.10
Water Syst		BIV ORIGIT WATER	04,001.10
	PACE SUPPLY CORP	METER BOXES	29,669.82
	BADGER METER INC	REGISTERS	109,953.70
621	Sewer Fund	11201012110	100,000.10
	ewater Administration		
00418950	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	36,750.00
00418957	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS-SERVICE	621.80
00418973	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	97.23
00418975	G AND S PAVING	SERVICE CUTS	6,554.36
00418983	ITPIPES OPCO, LLC	IT PIPES SOFTWARE	18,000.00
00418987	KIE-CON INC	V-BLOCKS	1,359.38
00419008	OFFICE DEPOT INC	TONER / PRINTER	1,089.67
00419058	AT AND T MCI	MODEM	64.56
00419067	BLACK WATER CONSULTING ENGINEERS	SSMP UPDATE	11,945.25



CLAIMS BY FUND REPORT FOR THE PERIOD OF APRIL 05 - APRIL 29, 2025 FUND/CHECK#

00419078	CHECK PROCESSORS INC	LOCKBOX PROCESSING	609.16
00419095	CWEA SFBS	MEMBERSHIP SUBSCRIPTION DUES	239.00
00419148	OFFICE DEPOT INC	OFFICE SUPPLIES	80.24
00419158	ROBERTS AND BRUNE CO	PIPE FITTINGS	1,169.93
00419160	RT LAWRENCE CORP	WATER UTILITY CENTER	600.00
00419169	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	34.31
00419171	STERICYCLE INC	SHRED IT SERVICE	48.09
00419177	TYLER TECHNOLOGIES INC	INCODE UTILITY BILLING	41,378.30
00419203	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	113.22
00419233	CWEA SFBS	CERTIFICATION RENEWAL	111.00
00419271	NATEC INTERNATIONAL INC	TRAINING	1,250.00
00419274	OFFICE DEPOT INC	OFFICE SUPPLIES	75.97
00950949	GRAINGER INC	SUPPLIES	78.39
00950974	INFOSEND INC	PRINT AND MAIL SERVICES	3,819.78
00950976	OWEN EQUIPMENT SALES	PARTS	2,756.61
00950980	SCOTTO, CHARLES W AND DONNA F	MAY 2025 RENT	5,350.00
00950995	DKF SOLUTIONS GROUP LLC	SUBSCRIPTION RENEWAL	2,004.00
00951003	RED WING SHOE STORE	SAFETY SHOES-ROMANO, T	300.00
631	Marina Fund		
Non depar			
00419170	STATE BOARD OF EQUALIZATION	Q3FY25 MARINA DIESEL TAX	107.00
	ministration		
	ALTA FENCE CO	HANDRAIL INSTALL	6,779.00
00418957	CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHERS	2,779.40
00419046	ALHAMBRA	WATER	52.96
00419112	FASTSIGNS	SUPPLIES	183.26
00419153	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	125.00
00419165	SHIELDS HARPER AND CO	FUEL FILTERS	432.50
00419192	WEST MARINE PRO	BARNACLE CLEANER	176.96
00419203	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	63.29
00950995	DKF SOLUTIONS GROUP LLC	SUBSCRIPTION RENEWAL	2,004.00



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 13, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Alan Barton, Information Systems Director

APPROVED BY: Bessie M. Scott, City Manager

SUBJECT: Arctic Wolf Networks Cybersecurity Services Agreement

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to execute a three-year agreement with Arctic Wolf Networks Cybersecurity Services in the amount not to exceed \$285,182.03.

FISCAL IMPACT

The 2025-27 Information Systems Fund draft budget includes funds for this contract.

DISCUSSION

Arctic Wolf Networks is a leading cybersecurity company that provides security monitoring to detect and respond to cyber threats. The company monitors on-premises computers, networks and cloud-based information assets from malicious activities such as cybercrime, ransomware, and malicious software attacks.

Arctic Wolf Networks provides an additional resource to help protect the City's Information Systems infrastructure. The City would use the cooperative purchasing provisions permitted under Antioch Municipal Code (AMC) Section 3-4.12 (C) for this contract and pricing is per NASPO Master Contract Number: AR2472

The City initially entered into an agreement with Arctic Wolf Networks May 30, 2024, that ends May 29, 2025. Due to the ongoing and ever-expanding risk of cyber-attacks on government facilities, the Information Systems Department seeks to continue cybersecurity services provided by Arctic Wolf Networks for another three years.

ATTACHMENTS

A. Resolution

B. Arctic Wolf Networks quote

RESOLUTION NO. 2025/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A THREE-YEAR AGREEMENT WITH ARCTIC WOLF NETWORKS CYBERSECURITY SERVICES FOR AN AMOUNT NOT TO EXCEED \$285,182.03 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City's Information Systems department annually assesses hardware and software in conjunction with the operational needs of the City; and

WHEREAS, the City's initially entered into an agreement with Arctic Wolf Networks Cybersecurity Services in May 30, 2024 that is ending May 29, 2025; and

WHEREAS, Due to the ongoing and ever-expanding risk of cyber-attacks on government entities, the Information Systems department is recommending to enter into a new three-year agreement with Arctic Wolf Networks Cybersecurity Services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch authorizes the City Manager to execute a three-year agreement, in a form approved by the City Attorney, with Arctic Wolf Networks Cybersecurity Services in the amount not to exceed **\$285,182.03**, utilizing cooperative purchase pricing per NASPO Master Contract number: AR2472.

* * * * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of May 2025, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	MELISSA RHODES
	CITY CLERK OF THE CITY OF ANTIOCH

GOVERNMENT PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468 WWW.CARAHSOFT.COM/ARCTICWOLF| ARCTICWOLF@CARAHSOFT.COM



Alan Barton

Information Systems Director

City of Antioch

1307 West Fourth Street

WAREHOUSE STORES/RECEIVING

Antioch, CA 94509 USA

EMAIL: abarton@antiochca.gov

(925) 779-6103 PHONE:

TERMS: Contract Number: 7-17-70-40-05

NASPO Master Contract Number: AR2472 Contract Term: 09/15/17 - 09/15/26 Shipping Point: FOB Destination Credit Cards: VISA/MasterCard/AMEX

Remit To: Same as Above Payment Terms: Net 45 (On Approved Credit)

Sales Tax May Apply

PAGE 1 of 2

FROM: Hannah Thacher

Arctic Wolf Government Solutions Team

at Carahsoft Technology Corp. 11493 Sunset Hills Road

Suite 100

Reston, Virginia 20190

EMAIL: Hannah.Thacher@carahsoft.com

PHONE: (571) 662-4691 FAX: (703) 871-8505

54877075 **QUOTE NO: QUOTE DATE:** 03/20/2025

QUOTE EXPIRES: 04/30/2025

RFQ NO:

ESD SHIPPING: **TOTAL PRICE:** \$90,462.84

\$90,462.84 **TOTAL QUOTE:**

Arctic Wolf's delivery of the products, services, and Solutions described herein are governed by the applicable Agreement located at https://arcticwolf.com/terms (or such other agreement executed by Arctic Wolf and the end user).

LINE NO	. PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
		YEAR 1				
1 .	AW-CORE-USER-SILVER	Arctic Wolf Core User License - Silver Start Date: 05/30/2025 End Date: 05/29/2026	\$192.00	\$151.63 COOP	398	\$60,348.74
	AW-CORE-SERVER- SILVER	Arctic Wolf Core Server License - Silver Start Date: 05/30/2025 End Date: 05/29/2026	\$192.00	\$151.63 COOP	22	\$3,335.86
3	AW-MDR-1YR	Arctic Wolf MDR Log Retention - 1 year Start Date: 05/30/2025 End Date: 05/29/2026	\$14.40	\$14.28 COOP	420	\$5,997.60
4	AW-MDR-2XX-S	Arctic Wolf 200 Series Sensor Start Date: 05/30/2025 End Date: 05/29/2026	\$3,000.00	\$2,848.22 COOP	2	\$5,696.44
5 .	AW-MDR-O365	Arctic Wolf MDR Office 365 user license Start Date: 05/30/2025 End Date: 05/29/2026	\$22.50	\$21.32 COOP	398	\$8,485.36
6 .	AW-MSAT-MAP	Arctic Wolf Managed Security Awareness Plus Start Date: 05/30/2025 End Date: 05/29/2026	\$42.00	\$16.58 COOP	398	\$6,598.84
7	AW-WARRANTY-100	Arctic Wolf Security Operations Warranty - 100k (Enrollment Required) Start Date: 05/30/2025 End Date: 05/29/2026	\$0.00	\$0.00 COOP	1	\$0.00
8 .	AW-PLATFORM-BASE	Arctic Wolf Base Platform Start Date: 05/30/2025 End Date: 05/29/2026	\$15,000.00	\$0.00 COOP	1	\$0.00
		YEAR 1 SUBTOTAL:				\$90,462.84
		SUBTOTAL:				\$90,462.84

PLEASE SEND ALL ORDERS TO: OMTeam@carahsoft.com

TOTAL PRICE: \$90,462.84

TOTAL QUOTE: \$90,462,84

QUOTE DATE: 03/20/2025 CONFIDENTIAL 54877075 **QUOTE NO:**

GOVERNMENT PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468 WWW.CARAHSOFT.COM/ARCTICWOLF| ARCTICWOLF@CARAHSOFT.COM



YEAR 2: \$94,985.10 YEAR 3: \$99,734.09

*The Net Total price for each item in the table above will increase by 5.0% on (i) the annual anniversary of the Subscription Start Date or (ii) the end of any prepaid, in full multi-year Committed Term (the "Increase"). Thereafter, pricing for any subsequent renewals is as set forth in the Agreement.

"Arctic Wolf's delivery of the products, services, and Solutions described herein are governed by the applicable Agreement located at https://arcticwolf.com/terms (or such other agreement executed by Arctic Wolf and the end user). The terms of this Order Form are Confidential Information and may not be disclosed except as otherwise provided in the applicable Agreement. The Subscription Term under this Order Form is for a thirty-six (36) month period (the "Committed Term") as set forth above, beginning on the Subscription Start Date set forth in the table above (the "Table"). The Subscription set forth herein reflects the Fees payable during the first twelve (12) months of the Committed Term. Fees for the remaining two (2) years of the Committed Term are subject to the Increase and payable in accordance with the terms set forth herein. In the event a purchase order reflecting a one- year Subscription Term is issued, a subsequent Order Form may be issued upon request and for administrative purposes only, for the remaining two annual periods of the Committed Term. Acceptance of this Order Form is a legal obligation for a three (3) year Committed Term."

"Invoice Schedule

All payments below are due and payable in accordance with the Payment Terms listed above."

Invoice 1 includes the entirety of the Subtotal Subscription Fees and Subtotal One-Time Fees listed above and shall be invoiced on the Order Form Effective Date.

"Invoice 2 includes the entirety of the Subtotal Subscription Fees set forth in the Table, plus the Increase, and shall be invoiced thirty (30) days prior to the first anniversary of the Subscription Start Date."

"Invoice 3 includes the entirety of the Subtotal Subscription Fees payable on Invoice 2, plus the Increase, and shall be invoiced thirty (30) days prior to the second anniversary of the Subscription Start Date.

> **QUOTE DATE: QUOTE NO:**

CONFIDENTIAL PAGE 2 of 2

03/20/2025 54877075



STAFF REPORT TO THE CITY COUNCIL

DATE:

Regular Meeting of May 13, 2025

TO:

Honorable Mayor and Members of the City Council

SUBMITTED BY:

Andrew Little, Project Manager (Interwest)

APPROVED BY:

Scott Buenting, Public Works Director/City Engineer

SUBJECT:

Resolution Approving Promenade Phase 5 In-Tract Public Utility

Improvements, Subdivision 9568 (PW 697-5)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution accepting completed improvements and authorizing the City Manager or designee to file a Notice of Completion for said improvements for Promenade Phase 5 In-Tract Public Utility Improvements.

FISCAL IMPACT

Upon recordation of the Notice of Completion and satisfactory completion of the one-year warranty period, the City of Antioch accepts responsibility for maintenance of the improvements.

DISCUSSION

On February 9, 2016, the City Council adopted Resolution No. 2016/13 approving a Vesting Tentative Map/Final Development Plan for development of a 641-unit single family residential community on approximately 141 acres. This specific phase of the community, Promenade Phase 5, consists of public utility improvements within private streets serving 108 lots. The public utility improvements consist of water facilities (8" water mains, fire hydrants, valves, blowoffs, air release valves, water laterals, and water meters), sanitary sewer facilities (8" sewer mains, maintenance holes, cleanouts, and laterals), and storm drain facilities (18"-24" storm drain mains and junction structures with maintenance holes). The project site is located within Phase 5, Subdivision 9568 of the Promenade development. (Vicinity Map, Attachment "B") On November 10, 2020, the City Council adopted Resolution 2020/165 approving a Partial Assignment Agreement for the transfer of all remaining benefits and burdens of Phases 4-6 of the Promenade Vineyards at Sand Creek project to Tri Pointe Homes, Inc.

As required, Tri Pointe Homes designed and constructed the in-tract public utility improvements for Promenade Phase 5, Subdivision 9568. These improvements are included within the Subdivision 9568 In-Tract Public Utility Improvement Plan (Attachment "C").



Public Works Inspectors have inspected and approved the completion of the final punch-list items for Phase 5 in-tract public utility improvements. The City of Antioch shall assume responsibility for maintenance upon expiration of the one-year warranty period and recordation of a Notice of Completion (Attachment "D") with Contra Costa County.

ATTACHMENTS

- A. Resolution
- B. Vicinity Map
- C. Subdivision 9568 In-Tract Public Utility Improvement Plan
- D. Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2025/**

RESOLUTION ACCEPTING COMPLETED IMPROVEMENTS FOR PROMENADE PHASE 5 IN-TRACT PUBLIC UTILITY IMPROVEMENTS, SUBDIVISION 9568,TRI POINTE HOMES HOLDINGS, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FILE A NOTICE OF COMPLETION PW 697-5

- **WHEREAS**, on February 9, 2016, the City Council adopted Resolution No. 2016/13, approving a Vesting Tentative Map/Final Development Plan for the Vineyards at Sand Creek Subdivision project;
- WHEREAS, on November 10, 2020, the City Council adopted Resolution 2020/165 approving a Partial Assignment Agreement for the transfer of all remaining benefits and burdens of Phase 4-6 of the Promenade Vineyards at Sand Creek project to Tri Pointe Homes, Inc;
- **WHEREAS**, Tri Pointe Homes Holdings has designed and constructed the required in-tract public utility improvements for Promenade Phase 5, in accordance with the approved project plans and specifications;
- **WHEREAS**, the City received a request from the Developer to accept the completed improvements;
- **WHEREAS**, the City has accepted and acquired all necessary easements required for the maintenance of improvements;
- **WHEREAS**, improvements consisting of storm drain facilities, sanitary sewer facilities, and domestic water facilities have been constructed and dedicated for public use;
- **WHEREAS**, the completed improvements have been constructed and inspected in accordance with the Standard Specifications and Subdivision Regulations of the City of Antioch, to the satisfaction of the City Engineer.
- **NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Manager or designee to accept completed improvements, file a notice of completion for said improvements related to the construction of in-tract public utility improvements for Promenade Phase 5, Subdivision 9568.
- **BE IT FURTHER RESOLVED** that the accepted improvements shall be maintained by the City of Antioch in accordance with standard City maintenance policies upon satisfactory completion of the one-year warranty period.

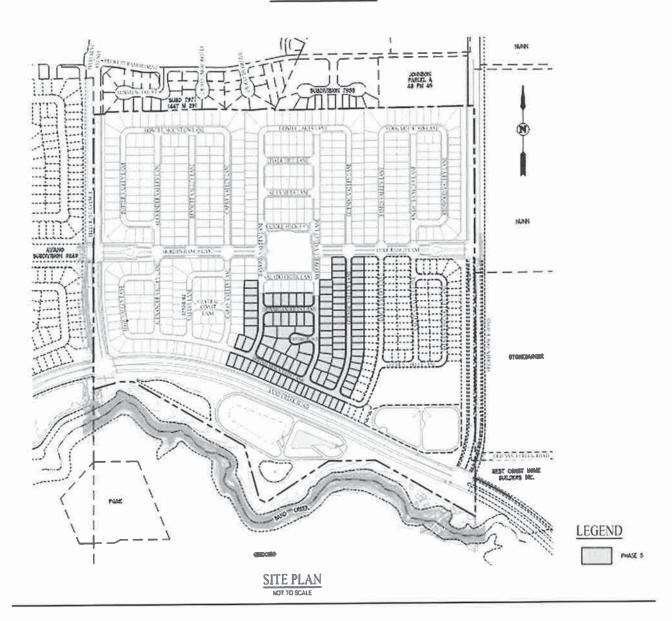
* * * * * * *

RESOLUTION NO. 2025/** May 13, 2025 Page 2

I HEREBY CERTIFY that the foregoin City Council of the City of Antioch at a regul May 2025, by the following vote:	g resolution was passed and adopted by the ar meeting thereof, held on the 13th day of
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	MELISSA RHODES
	CITY CLERK OF THE CITY OF ANTIOCH

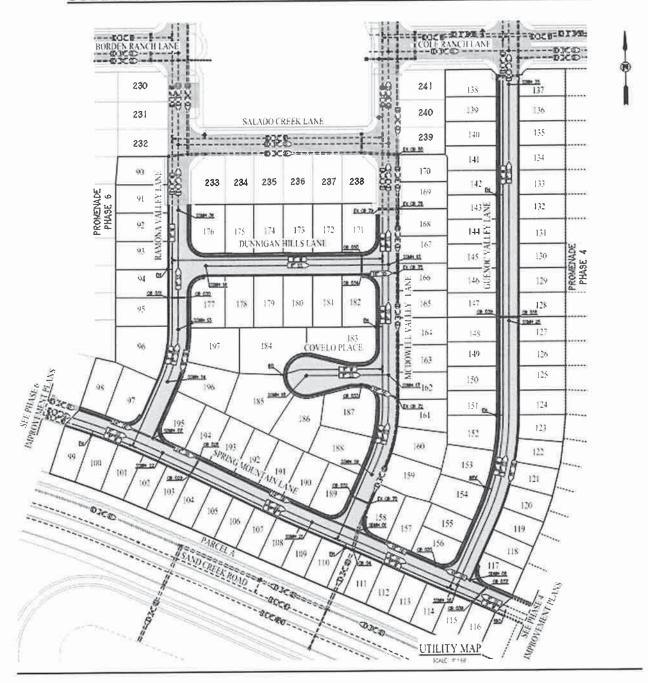
ATTACHMENT "B"

VICINITY MAP



ATTACHMENT "C"

SUBDIVISION 9568 IN-TRACT PUBLIC UTILITY IMPROVEMENT PLAN



ATTACHMENT "D"

RECORDED AT THE REQUE	ST
OF:	
CITY OF ANTIOCH, CA	

WHEN RECORDED MAIL TO: CITY OF ANTIOCH DEVELOPMENT ENGINEERING DIVISION P.O. BOX 5007

ANTIOCH, CA 94531

THIS SPACE FOR	RECORDER'S	USE
----------------	------------	-----

NOTICE OF COMPLETION FOR IN-TRACT PUBLIC UTILITY IMPROVEMENTS IN SUBDIVISION 9568 IN THE CITY OF ANTIOCH

NOTICE IS HEREBY GIVEN:

- 1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
- 2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
- 3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: Easement.
- 4. That on January 30, 2025 the work and improvements hereinafter described was completed.
- 5. The project is in-tract public utility improvements (water, sanitary sewer, storm drainage) for Promenade Phase 5, Subdivision 9568.
- 6. The surety for said project was Philadelphia Indemnity Insurance Company.
- 7. This project consisted of in-tract public utility improvements including storm drain facilities, sanitary sewer facilities, and water facilities, which have been installed and completed in the subdivision by the developer to the satisfaction of the City Engineer.

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

Date	Scott Buenting, P.E. Public Works Director/City Engine City of Antioch
------	--



STAFF REPORT TO THE CITY COUNCIL

DATE:

Regular Meeting of May 13, 2025

TO:

Honorable Mayor and Members of the City Council

SUBMITTED BY:

Andrew Little, Project Manager (Interwest)

APPROVED BY:

Scott Buenting, Public Works Director/City Engineer

SUBJECT:

Resolution Approving Promenade Phase 6 In-Tract Public Utility

Improvements, Subdivision 9569 (PW 697-6)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution accepting completed improvements and authorizing the City Manager or designee to file a Notice of Completion for said improvements for Promenade Phase 6 In-Tract Public Utility Improvements.

FISCAL IMPACT

Upon recordation of the Notice of Completion and satisfactory completion of the one-year warranty period, the City of Antioch accepts responsibility for maintenance of the improvements.

DISCUSSION

On February 9, 2016, the City Council adopted Resolution No. 2016/13 approving a Vesting Tentative Map/Final Development Plan for development of a 641-unit single family residential community on approximately 141 acres. This specific phase of the community, Promenade Phase 6, consists of public utility improvements within private streets serving 89 lots. The public utility improvements consist of water facilities (8" water mains, fire hydrants, valves, blowoffs, air release valves, water laterals, and water meters), sanitary sewer facilities (8" sewer mains, maintenance holes, cleanouts, and laterals), and storm drain facilities (18"-24" storm drain mains and junction structures with maintenance holes). The project site is located within Phase 6, Subdivision 9569 of the Promenade development. (Vicinity Map, Attachment "B").

On November 10, 2020, the City Council adopted Resolution 2020/165 approving a Partial Assignment Agreement for the transfer of all remaining benefits and burdens of Phases 4-6 of the Promenade Vineyards at Sand Creek project to Tri Pointe Homes, Inc.

As required, Tri Pointe Homes designed and constructed the in-tract public utility improvements for Promenade Phase 6, Subdivision 9569. These improvements are included within the Subdivision 9569 In-Tract Public Utility Improvement Plan (Attachment "C").

Public Works Inspectors have inspected and approved the completion of the final punch-list items for Phase 6 in-tract public utility improvements. The City of Antioch shall assume responsibility for maintenance upon expiration of the one-year warranty period and recordation of a Notice of Completion (Attachment "D") with Contra Costa County.

ATTACHMENTS

- A. Resolution
- B. Vicinity Map
- C. Subdivision 9569 In-Tract Public Utility Improvement Plan
- D. Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2025/**

RESOLUTION ACCEPTING COMPLETED IMPROVEMENTS FOR PROMENADE PHASE 6, SUBDIVISION 9569 IN-TRACT PUBLIC UTILITY IMPROVEMENTS

(TRI POINTE HOMES HOLDINGS) (PW 697-6) AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO FILE A NOTICE OF COMPLETION

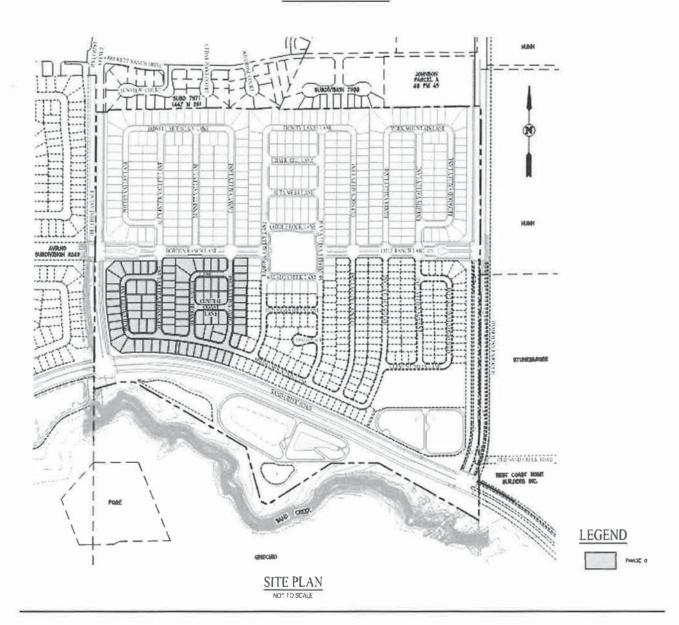
- **WHEREAS**, on February 9, 2016, the City Council adopted Resolution No. 2016/13, approving a Vesting Tentative Map/Final Development Plan for the Vineyards at Sand Creek Subdivision project;
- **WHEREAS**, on November 10, 2020, the City Council adopted Resolution 2020/165 approving a Partial Assignment Agreement for the transfer of all remaining benefits and burdens of Phase 4-6 of the Promenade Vineyards at Sand Creek project to Tri Pointe Homes, Inc;
- **WHEREAS**, Tri Pointe Homes Holdings has designed and constructed the required in-tract public utility improvements for Promenade Phase 6, in accordance with the approved project plans and specifications;
- **WHEREAS**, the City received a request from the Developer to accept the completed improvements;
- **WHEREAS**, the City has accepted and acquired all necessary easements required for the maintenance of improvements;
- WHEREAS, improvements consisting of storm drain facilities, sanitary sewer facilities, and domestic water facilities have been constructed and dedicated for public use;
- WHEREAS, the completed improvements have been constructed and inspected in accordance with the Standard Specifications and Subdivision Regulations of the City of Antioch, to the satisfaction of the City Engineer.
- **NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorized the City Manager or designee to accept completed improvements, file a notice of completion for said improvements related to the construction of in-tract public utility improvements for Promenade Phase 6, Subdivision 9569.
- **BE IT FURTHER RESOLVED** that the accepted improvements shall be maintained by the City of Antioch in accordance with standard City maintenance policies upon satisfactory completion of the one-year warranty period.

* * * * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of May 2025, by the following vote:				
AYES:	4			
NOES:				
ABSTAIN:				
ABSENT:				
	MELISSA RHODES CITY CLERK OF THE CITY OF ANTIOCH			

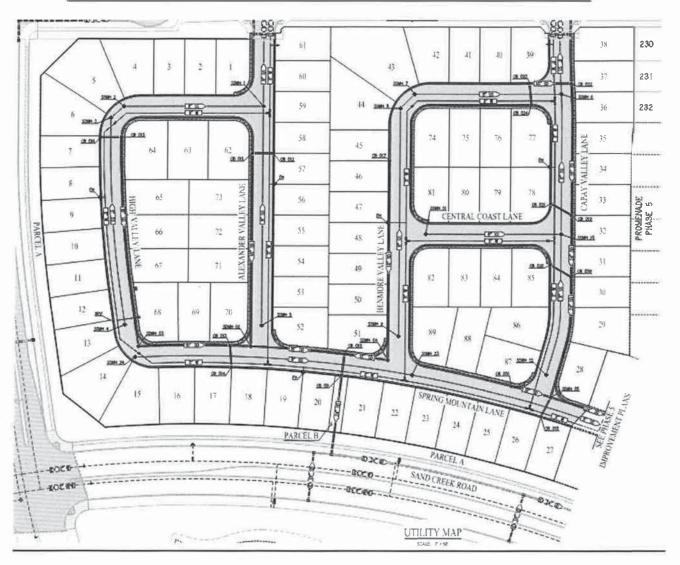
ATTACHMENT "B"

VICINITY MAP



ATTACHMENT "C"

SUBDIVISION 9569 IN-TRACT PUBLIC UTILITY IMPROVEMENT PLAN



ATTACHMENT "D"

RECORDED AT THE REQUEST
OF:
CITY OF ANTIOCH, CA

WHEN RECORDED MAIL TO: CITY OF ANTIOCH DEVELOPMENT ENGINEERING DIVISION P.O. BOX 5007

ANTIOCH, CA 94531

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION FOR IN-TRACT PUBLIC UTILITY IMPROVEMENTS IN SUBDIVISION 9569 IN THE CITY OF ANTIOCH

NOTICE IS HEREBY GIVEN:

- 1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
- 2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
- 3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: Easement.
- 4. That on January 30, 2025 the work and improvements hereinafter described was completed.
- 5. The project is in-tract public utility improvements (water, sanitary sewer, storm drainage) for Promenade Phase 6, Subdivision 9569.
- 6. The surety for said project was Philadelphia Indemnity Insurance Company.
- 7. This project consisted of in-tract public utility improvements including storm drain facilities, sanitary sewer facilities, and water facilities, which have been installed and completed in the subdivision by the developer to the satisfaction of the City Engineer.

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

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



STAFF REPORT TO THE CITY COUNCIL

DATE:

Regular Meeting of May 13, 2025

TO:

Honorable Mayor and Members of the City Council

SUBMITTED BY:

Lori Medeiros, Administrative Analyst II

APPROVED BY:

Scott Buenting, Public Works Director/City Engineer

SUBJECT:

Consideration of Bids for the Neighborhood Traffic Calming Project;

P.W. 282-19B

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Rejecting the bid submitted by Consolidated Engineering, Inc. as nonresponsive;

- 2. Awarding the construction agreement for the Neighborhood Traffic Calming Project to the lowest, responsive, and responsible bidder, B&M Civil LLC; and
- 3. Approving an agreement with B&M Civil LLC in the amount of \$165,000 and authorizing the City Manager or designee to execute the Agreement in a form approved by the City Attorney.

FISCAL IMPACT

There is \$393,000 in the FY 2024/25 Capital Improvement and Operating Budgets which will provide for construction engineering and management, inspection, testing and contract administration of the Neighborhood Traffic Calming Project.

DISCUSSION

On April 15, 2025, two (2) bids were received for the Neighborhood Traffic Calming Project. The apparent low bid was submitted by Consolidated Engineering, Inc. (CEI) in the amount of \$124,999.

The project consists of installing speed table crosswalks and speed hump systems on Gentrytown Drive, Desrys Boulevard and Country Hills Drive. The bid tabulation is shown on Attachment B.

The Contract Documents and Plans section within the Notice Inviting Bids of the project Special Provision states that all bidders must purchase a complete bid set of Contract Documents from BPXpress Reprographics in order to be considered responsive. CEI did not purchase a complete bid set of Contact Documents from BPXpress Reprographics.

Due to CEI's failure to meet the requirement of purchase a complete bid set of Contact Documents from BPXpress Reprographics, Staff recommends deeming CEI's bid as non-responsive and rejecting CEI's bid to this project. Staff recommends awarding a contract to lowest, responsive bidder, B&M Civil LLC in the amount of \$165,000. B&M Civil LLC's bid has been checked and found to be without any errors or omissions.

ATTACHMENTS

A: Resolution
B: Bid Tabulation

ATTACHMENT "A"

RESOLUTION NO. 2025/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
REJECTING THE BID SUBMITTED BY CONSOLIDATED ENGINEERING, INC.,
AWARDING THE NEIGHBORHOOD TRAFFIC CALMING PROJECT AGREEMENT
TO B&M CIVIL LLC, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO
EXECUTE THE AGREEMENT
P.W. 282-19B

WHEREAS, the Neighborhood Traffic Calming (Project) was published and advertised in the East County Times on March 10, 2025 and March 11, 2025 and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, on April 15, 2025, two (2) bids were received for the Project;

WHEREAS, the City Council has considered rejecting the bid submitted by Consolidated Engineering, Inc. as nonresponsive; and

WHEREAS, the City Council has considered awarding the Project construction agreement (Agreement) to the lowest, responsive, and responsible bidder, B&M Civil LLC (B&M) for a total amount of \$165,000.

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

- 1. Rejects the bid submitted by Consolidated Engineering, Inc. as nonresponsive;
- 2. Awards the construction agreement for the Neighborhood Traffic Calming Project to the lowest, responsive, and responsible bidder, B&M Civil LLC in the amount of \$165,000; and
- 3. Authorizes the City Manager or designee to execute the Agreement, attached as Exhibit "1", in a form approved by the City Attorney.

* * * * * * *

RESOLUTION NO. 2025/** May 13, 2025 Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of May 2025, by the following vote:
AYES:
NOES:
ABSTAIN:
ABSENT:
U N
MELISSA RHODES CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

CITY OF ANTIOCH TABULATION OF BIDS		B&M Civil LLC Rancho Cordova	\$165,000.00	SUBCONTRACTORS	B&M Civil LLC	Striping DG Striping Inc.	
	ılming J.m.	Consolidated Engineering, Inc. Valley Springs	\$124,999.00		eering, Inc.	<u>iping</u> ngineering	
	orhood Traffic Ca . 282-19B) 115, 2025 ~ 2:00 p Council Chamber	Engineer's Estimate	\$125,000.00		Consolidated Engineering, Inc.	Concrete & Striping Platinum General Engineering	
	JOB TITLE: Neighborhood Traffic Calming (P.W. 282-19B) BIDS OPENED: April 15, 2025 ~ 2:00 p.m. City Council Chambers		TOTAL BID PRICE		Conse	id.	



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 13, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Public Works Director/City Engineer

SUBJECT: Consideration of Acceptance of the PTAP-26 Award Notice and

Local Match Funding Submission for the Pavement Management

Technical Assistance Project

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

- Approving the acceptance of the PTAP-26 Award Notice from the Metropolitan Transportation Commission for the Pavement Management Technical Assistance Project;
- 2. Authorizing the expenditure of \$35,300 of Gas Tax funds to pay the Metropolitan Transportation Commission for the Pavement Management Technical Assistance Project, which is a required match to receive a \$115,300 P-TAP Grant; and
- 3. Authorizing the City Manager or designee to execute the agreement.

FISCAL IMPACT

The Metropolitan Transportation Commission (MTC) has awarded the City Pavement Management Technical Assistance Program (P-TAP) Round 26 assistance. The total funding amount of the award is \$115,300 with a required local contribution of \$35,300 which is included in the fiscal year 2025 Gas Tax Fund budget.

DISCUSSION

The MTC has awarded the City P-TAP Round 26 assistance.

The P-TAP will assist the City in making cost-effective improvements to our streets and roads by implementing, updating, and maintaining our pavement management system. It also provides pavement condition data and assists in the management of other assets, such as traffic signals, storm drains, and streetlights.

City staff have coordinated with relevant departments to assess the feasibility and benefits of pursuing the P-TAP Round 26 assistance through MTC's Pavement



Management Technical Assistance Program. The Award Letter details that the City has been selected for assistance with a total funding amount of \$115,300. In order to move forward, a local match of \$35,300 is required by May 15, 2025. Upon receipt of these funds, MTC will execute a contract with a consultant who will work with the City to develop a detailed Work Scope, Schedule, and Budget that outlines specific tasks, timelines, and deliverables.

The project is projected to be completed by May 15, 2026. The attached approved MTC Resolution No. 4078 provides the program guidelines and project oversight measures applicable to this assistance. Any supplemental costs above the PTAP funds, as noted in the award letter, will require matching funds. City staff have determined that this project not only enhances our pavement management capabilities but also aligns with our overall capital improvement strategies.

City staff request that the City Council consider authorization to execute the Cooperative Agreement between the MTC for the Pavement Management Technical Assistance Project and the commitment of matching funds.

ATTACHMENTS

- A. Resolution
- B. Award Letter for P-TAP 26 Assistance
- C. Approved Resolution No. 4078
- D. Local Match Invoice

ATTACHMENT "A"

RESOLUTION NO. 2025/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE ACCEPTANCE OF THE PTAP 26 AWARD NOTICE FROM THE
METROPOLITAN TRANSPORTATION COMMISSION, AUTHORIZING THE
SUBMISSION OF LOCAL MATCHING FUNDS, AND AUTHORIZING THE CITY
MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT

WHEREAS, the Metropolitan Transportation Commission (MTC) has awarded the City Pavement Management Technical Assistance Program (P-TAP) Round 26 assistance;

WHEREAS, the PTAP 26 Award Letter issued by the MTC confirms our selection for assistance under the P-TAP with a total funding amount of \$115,300;

WHEREAS, the Award Letter requires a local contribution of \$35,300 to be submitted by May 15, 2025 as a condition for the consultant's notice to proceed and commencement of work;

WHEREAS, upon receipt of the local funds, MTC will engage directly with a consultant to develop a detailed Work Scope, Schedule, and Budget for project implementation, with the final project deliverables expected to be completed by May 15, 2026;

WHEREAS, MTC Resolution No. 4078, establishes the guidelines, eligibility criteria, and oversight measures for projects funded under the Pavement Management Technical Assistance Program;

WHEREAS, the Pavement Management Technical Assistance Project will assist the City in making cost-effective improvements to our streets and roads by implementing, updating, and maintaining the City's Pavement Management System Program; and

WHEREAS, the funding plan is consistent with the City's 5-year Capital Improvement Program, as presented in the Fiscal Year 2024/25 Adopted Budget and provides the required match from available local and state sources including \$35,300 from the Gas Tax Fund.

RESOLUTION NO. 2025/**

May 13, 2025 Page 2 of 2

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

- Approves the acceptance of the PTAP-26 Award Notice from the Metropolitan Transportation Commission for the Pavement Management Technical Assistance Project;
- 2. Authorizes the expenditure of up to \$35,300 from the Gas Tax Fund to pay the Metropolitan Transportation Commission for required match to receive the \$115,300 P-TAP Grant; and
- 3. Authorizes the City Manager or designee 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 13th day of May 2025, by the following vote:

	MELISSA RHODES CITY CLERK OF THE CITY OF ANTIOCH
ABSENT:	
ABSTAIN:	
NOES:	
AYES:	

ATTACHMENT "B"

METROPOLITAN TRANSPORTATION COMMISSION

Bay Area Metro Center 375 Beale Street, Suite 800 San Francisco, CA 94105 415,778,6700 www.mtc.ca.gov

April 1, 2025

Sue Noack, Chair Scott Buenting City of Antioch

Stephanie Moulton-Peters, Marin County and Cities

Vice Chair 1201 W. Fourth Street Antioch, CA 94509

Margaret Abe-Koga RE: Pavement Management Technical Assistance Program (P-TAP) Round 26

San Francisco Bay Conservation and Development Commission Dear Scott Buenting:

Candace Andersen

We are pleased to inform you that your project has been selected for P-TAP Marilyn Ezzy Asberaft Round 26 assistance.

Pat Burt Cities of Santa Clara County

Total project cost:	\$115,300.00
Local Contribution to be sent to MTC:	\$35,300.00

David Canepa

Transportation Agency

Dorene M. Giacopini

Alicia John-Buptiste Francisco Mayor's Appointee

Rebecca Kaplan Oakland Mayor's App

Myrna Melgar City and County of San Francis

> Gina Papan Cities of San Mateo County

> > Relia Ramos Association of Bay Are Government

Andrew B. Fremier

Alix Bockelman Cluef Denuty Exc

Dina El-Towansy MTC will enter into a contract directly with a consultant for the total project cost. We expect the contract to be ready in May when your project officially begins. As soon as Vidovia Fleming the contracts are finalized, the selected consultant will be contacting you to work out a detailed Work Scope, Schedule, and Budget (WSB). WSBs will be expected to clearly describe the scope of work, define the specific tasks required, time for completion, and budget.

MTC also requires payment for the local contribution amount shown above by May 15th Matt Maban 2025. Failure to submit the local contribution funds in a timely manner will disqualify Amber Manfree your project and P-TAP funds for your project may be rescinded. Please make checks payable to MTC, include "P-TAP 26" in the comments line, and send a copy of the Mitch Mashburn attached invoice with payment to:

Metropolitan Transportation Commission

Attn: Accounts Receivable P.O. Box 45788

San Francisco, CA 94145-0788

Once the local funds are received by MTC, a "notice to proceed" will be issued to the Libby Schaaf consultant and work can commence. MTC will email you so that you can participate in a mandatory "kick-off" webinar for all P-TAP 26 recipients. The consultant will contact mandatory "kick-off" webinar for all P-TAP 26 recipients. The consultant will contact you to schedule an in-person "kick-off" meeting.

MTC will pay the consultant directly after receiving project deliverables and upon your approval of those deliverables. Please note that additional costs above and beyond P-TAP funds may be added to the MTC contract with the condition that the difference is sent to MTC along with the local contribution. Also, please refer to MTC Resolution No. 4078, Revised for P-TAP Guidelines that include program goals, eligibility and project selection criteria. The resolution will be emailed to you.

This project must be completed by May 15, 2026. It is important that you review the consultant's final report promptly so that the project can be closed out and invoiced by that date.

As part of PTAP Round 26, you will receive two years of subscription of StreetSaver[®]. Upon receipt of the local contribution, we will send you an acknowledgement of the subscription.

Sincerely,

Theresa Romell Section Director

Funding Policy and Programs

Thousa Pomel

ATTACHMENT "C"

Date: November 28, 2012

W.I.: 1233 Referred by: PAC

Revised: 02/24/16-C

02/26/20-C

ABSTRACT

Resolution No. 4078, Revised

This Resolution adopts the program guidelines for MTC's Pavement Management Technical Assistance Program (P-TAP), funded with Surface Transportation Program (STP) funds.

The following attachments are provided with this Resolution:

Attachment A - Pavement Management Technical Assistance Program Guidelines

Attachment B – Project Oversight Measures and Project Assignment Criteria for P-TAP Consultants

On February 24, 2016, Attachment A was revised to include alternative scoring for jurisdictions that update their pavement management systems (PMS) outside of the P-TAP program and are requesting funding for non-PMS projects.

On February 26, 2020, Attachment A was revised to remove engineering design for pavement rehabilitation (PS&E) projects from the list of eligible project scopes for P-TAP; and to include more stringent acceptance criteria for contractors and quality management reporting in Appendix A.

Further discussion of this action is contained in the MTC Programming and Allocations Committee Summary Sheets dated November 14, 2012, February 10, 2016, and February 12, 2020.

Date: November 28, 2012

W.I.: 1233 Referred by: PAC

RE: Pavement Management Technical Assistance Program Guidelines and Project Oversight

Measures

METROPOLITAN TRANSPORTATION COMMISSION RESOLUTION NO. 4078

WHEREAS, the Metropolitan Transportation Commission (MTC) is the regional transportation agency for the San Francisco Bay Area pursuant to Government Code Section 66500 *et seq.*; and

WHEREAS, MTC has developed a process and criteria to be used in the selection of Pavement Management Technical Assistance Program (P-TAP) projects and to monitor and oversee the projects once selected attached hereto and incorporated herein as though set forth at length; and

WHEREAS, MTC will use the process and criteria set forth in Attachment A of this Resolution to develop a program of projects for the P-TAP; and

WHEREAS, MTC will use the project oversight measures set forth in Attachment B to monitor project data quality and assign consultant to PTAP projects; now, therefore be it

RESOLVED, that MTC approves the process and criteria to be used in the selection and monitoring and oversight of P-TAP projects, as set forth in Attachments A and B of this Resolution; and be it further

<u>RESOLVED</u>, that the Executive Director shall make available a copy of this Resolution, and such other information as may be required, to such other agencies as may be appropriate.

METROPOLITAN TRANSPORTATION COMMISSION

drienne 1. Tissier, Chair

The above Resolution was entered into by the Metropolitan Transportation Commission at a regular meeting of the Commission held in Oakland, California, on November 28, 2012.

Date: November 28, 2012

W.I.: 1233

Referred by: PAC

Revised: 02/24/16-C 02/26/20-C

Attachment A MTC Resolution No. 4078 Page 1 of 6

Pavement Management Technical Assistance Program (P-TAP) Guidelines

8

Pavement Management Technical Assistance Program Guidelines

1. Program Goals: The Pavement Management Technical Assistance Program (P-TAP) is intended to fund projects that:

- Implement, update and maintain jurisdictions' pavement management databases
- Provide local decision-makers with accurate pavement condition data to inform funding pavement maintenance
- Support jurisdictions' management of non-pavement local street and road assets

2. Funding

P-TAP is funded with federal Surface Transportation Program (STP) funds. P-TAP funding is not guaranteed and is dependent upon fund availability.

<u>Single-Year Programming:</u> each P-TAP Round starts and ends in the middle of the federal fiscal year, so each round covers one year but spans two fiscal years (P-TAP Round 22 occurs during FY2020-21 and FY2021-22, and so on).

<u>Funding Agreement:</u> MTC may enter into a funding agreement with a jurisdiction to add local funds to a P-TAP project, conditioned on the following: additional local funds total more than \$25,000; the funding agreement does not delay the project schedule; and the additional scope is an eligible use of P-TAP funds.

3. Eligibility

<u>Project Sponsors:</u> All Bay Area cities, counties and other public agencies within the region in charge of maintaining streets and roads are eligible to apply for P-TAP funds. Priority is given to local jurisdictions whose PMS certifications have expired or are expiring within six months of project award.

Project Sponsors that Do Not Use the P-TAP Program for PMS Projects: an alternative scoring criteria will be applied to applications for project sponsors who elect to perform PMS projects, including PMS inspections, updates to StreetSaver®, and the production of complete certification materials, outside of the P-TAP program. Such sponsors may apply for Non-Pavement Asset Management projects. To receive scoring consideration in this situation, PMS Certification must be current and all inspections must have been performed by an MTC-certified PMS inspector; PMS certification shall remain current throughout the duration of the P-TAP cycle when a Non-Pavement Asset Management project is awarded. Project sponsors that meet the criteria referenced herein will be awarded the maximum possible points available within "Project scope", or 25 points, for Non-Pavement Asset Management projects.

Eligible Projects: P-TAP funding is available for projects in the following categories:

- Pavement Management System Projects: A Pavement Management System (PMS) performs diverse functions geared towards helping Project Sponsors understand the condition of their pavement and whether current and future revenues will be sufficient to fund the pavement maintenance necessary to ensure streets and roads are at an acceptable level of quality. A consultant will work with an awarded Project Sponsor to provide services including, but not limited to the following:
 - Update the Project Sponsor's pavement management system
 - Review and audit the database inventory of the Project Sponsor's road network
 - Enter Maintenance and Rehabilitation (M&R) history, if available
 - Update the decision trees within the system based on the Project Sponsor's preferred treatment strategies
 - Perform pavement inspections and data entry of all distresses found during pavement inspections into StreetSaver®
 - Implement a Quality Control Plan
 - Estimate available revenues for pavements over the next five years
 - Run at least three budget and/or target-driven scenario analyses and show their impacts through the use of GIS maps in the StreetSaver® GIS Toolbox
 - Provide the Project Sponsor with ways to improve their pavement maintenance strategies
 - Deliver an updated PMS database and a Budget Options Report (BOR) to the Project Sponsor for review
 - Establish full linkage of pavement data to GIS map through StreetSaver®
 - Provide assistance with council presentations
 - Provide training on using StreetSaver®
- <u>Non-Pavement Assets:</u> Provide inventory and condition assessments for signs, storm drains, culverts, curbs and gutters, sidewalks, traffic signals, and street lights.

MTC reserves the right to fund projects other than those listed above that fit within the overall goal of the program.

4. Application and Grant Award Process

Application Process:

Step 1: MTC issues a "call for projects" on an annual basis.

Step 2: Jurisdictions submit applications to MTC for funding consideration. The application is available online.

Step 3: MTC staff evaluates project proposals based on the criteria below and recommends a proposed program of projects that aligns with the funding available.

Step 4: Staff recommends a program of projects to the Commission.

Step 5: Following the Commission's approval, grant recipients will receive letters with their award confirmation and participate in a program kick off meeting/webinar.

<u>Program Schedule:</u> P-TAP projects must be completed by the deadline set for each round of the program. In general, projects start and end in the spring, and consultants may begin work three to six months after project award, provided the consultant's contract with MTC is finalized and MTC has issued a Notice to Proceed. The project start date is dependent upon the timing of contract approval. A sample program schedule follows, and may be modified as necessary for the current round of P-TAP:

October MTC issues "call for projects" November P-TAP applications due to MTC

January/February Program of Projects recommended to Commission for approval

MTC notifies Project Sponsor of their award status

February Program kick off meeting/webinar

February/March Contracts between MTC and consulting firms approved

March/April MTC issues a Notice to Proceed to Consultant

June Work for PMS projects and Non-Pavement Asset Management

projects begin

October Inspections completed, draft Non-Pavement Asset

Management report prepared

December Consultant provides draft report to Project Sponsor for review February Consultant revises draft report and submits final report for review

April Project Sponsor reviews and approves final report

April 30 Project Sponsor for PMS project provides updated PMP

Certification Status letter to MTC

<u>Project Selection:</u> MTC is responsible for ensuring a competitive selection process to determine which projects shall receive funding. Projects will be selected on the basis of the following scoring criteria:

	Criteria	Maximum Score
1)	Project scope: Project Sponsors applying for PMS projects will receive higher scores than those applying for Non-Pavement Asset Management projects. However, Project Sponsors that do not use the P-TAP Program to fund the update of their PMS and can demonstrate that, A. they have used an MTC-certified inspection team to perform their PMS update; and B. the jurisdiction's certification status will remain current throughout the duration of the P-TAP Round, will receive points consistent with a PMS project for a Non-Pavement Asset Management project.	25
2)	Number of centerline miles: Project Sponsors with fewer centerline miles will receive higher scores	20
3)	Prior P-TAP recipient: Project Sponsors that have not recently received P-TAP funds will receive higher scores	30
4)	Certification status: Project Sponsors without current PMP certification will receive higher scores	25

Other Considerations: MTC may consider the program budget for each year of P-TAP, and award the maximum number of projects to match the available funds. MTC may also consider an equitable distribution of project funds among the region's counties when selecting projects for a round of P-TAP.

Assignment Process: MTC matches Project Sponsors and consulting firms based on the following assignment criteria: (1) Project Sponsor preference; (2) geographic proximity; and (3) history of working with the consulting firm. Project Sponsors are encouraged to include their preference for a particular P-TAP consulting firm in their application. Geographic proximity may be assessed as either the proximity of the firm to the Project Sponsor, or the proximity of the firm's assigned project sponsors to one-another for quality control purposes. MTC reserves the right to assign Project Sponsors to work with a new firm after working with the same firm for three consecutive rounds of P-TAP.

Attachment A MTC Resolution No. 4078 Page 6 of 6

<u>Local Contribution</u>: P-TAP requires a local contribution of 20% of the total project cost. The 20% local contribution is due to MTC within two months of project award. Local contributions subsidize the federal match (11.47%), provide a two-year subscription for StreetSaver®, and help to fund a portion of MTC's pavement management activities on behalf of local jurisdictions.

<u>Project Cancellation</u>: If an awarded project is cancelled, either at the request of the Project Sponsor or at MTC's discretion, funds may revert back to be reassigned to another project in that round of P-TAP, or the funds may be carried over to the next round. MTC may or may not reassign the funds from cancelled projects to the consulting firm that was first assigned to the cancelled project.

<u>Changes to the Scope, Schedule or Cost of an Existing Project:</u> To change the scope, schedule or total cost of a project, the Project Sponsor and consultant must obtain approval from MTC. The request for a change to the project shall include the reason for the change, and any schedule modifications must meet the program's final deadline.

<u>Deliverables Checklists</u>: MTC developed checklists that allow project sponsors to sign off on the consulting firm's work at four deliverable milestones. MTC shall withhold payment of the consulting firm's invoices until the deliverables checklists have been signed by a project sponsor. These checklists provide an additional level of project oversight.

Project Sponsor's Responsibilities: Project sponsors shall attend a P-TAP kick off meeting/webinar; work with their assigned consulting firms to develop a scope of work; review work deliverables in a timely manner and return signed deliverables checklists to the consulting firm within a reasonable amount of time (i.e., one week for reviewing checklists and two weeks for reviewing work deliverables); provide feedback on the project and the consultant's work. Project sponsors are required to sign and mail their certification letters to MTC within two weeks of receipt from their P-TAP consultant.

Addressing Complaints: MTC encourages project sponsors to work with their assigned consulting firms to address their concerns. If the consulting firm does not adequately address their concerns, project sponsors shall contact MTC's P-TAP Project Manager at the earliest extent possible, so that corrective actions may be discussed. The Project Manager shall coordinate with the project sponsor and assigned consulting firm to generate corrective actions to resolve the concerns prior to the end of the P-TAP round and prior to acceptance of the final report.

Date: November 28, 2012

W.I.: 1233 Referred by: PAC

Revised: 02/24/16-C

02/26/20-C

Attachment B MTC Resolution No. 4078 Page 1 of 1

Project Oversight Measures and Project Assignment Criteria for P-TAP Consultants

1. Project Oversight

MTC has developed a Data Quality Management Plan for P-TAP, which includes prequalification, quality control, and acceptance measures and describes MTC's Rater Certification Program (see Appendix A).

2. Project Assignment Criteria

MTC reserves the right to distribute P-TAP funding and projects among the P-TAP consulting firms according to its discretion, and employs the following criteria when determining project assignments: (1) Project Sponsor preference (25%), (2) firm's past performance in P-TAP (25%), (3) firm's communication with MTC (15%), (4) experience of firm's staff (15%), and, if available, (5) feedback from Project Sponsors (20%).

Date: November 28, 2012

W.I.: 1233 Referred by: PAC

Revised: 02/26/20-C

MTC Resolution No. 4078

Page 1 of 5

Appendix A

Data Quality Management Plan MTC Pavement Management Technical Assistance Program (P-TAP)

January 2020

MTC DATA QUALTIY MANAGEMENT PLAN

To ensure quality data from our Pavement Management Technical Assistance Program (P-TAP) consultants for maintenance needs assessments, MTC has developed procedures and guidelines for managing the quality of pavement data collection activities before, during, and after production.

MTC's Data Quality Management Plan includes three components:

- 1. Consultant pre-qualification
- 2. Quality control --before, during and after production
- 3. Data quality acceptance

The pre-qualification process is part of consultant selection and is an integral part of the data quality plan during P-TAP's Request for Qualification (RFQ). For consultants that miss the pre-qualification test associated with the P-TAP RFQ, MTC administers a Vendor Certification Program that is essentially identical to the pre-qualification process. The Rater Certification Program; however, ensures that raters are capable of providing the desired level of accuracy on pavement condition ratings. Some StreetSaver® users at the local agency level, within or outside the Bay Area, may require that consultants' raters be certified or that the firm is either pre-qualified or vendor-certified by MTC to perform data collection.

1) PRE-QUALIFICATION

Pre-qualification of contractors is the first component of the pavement distress data quality plan. The pre-qualification process can ensure that the potential contractors selected to participate in the P-TAP contracts are capable of collecting distress data that is reasonably close to what would be collected by an "expert" rater. However, that does not ensure that the data collected during the network-level distress data collection is reasonably accurate at the desired resolution and precision desired. In this discussion, accuracy indicates that the distress identified is the correct distress, e.g. alligator cracking is identified as alligator cracking instead of block cracking. Resolution indicates that correct severity levels are identified, e.g. low severity longitudinal cracking is identified rather than ignored or high severity longitudinal cracking is recorded as high severity instead of low severity longitudinal cracking. Precision indicates that repeated rating produce reasonably similar recorded distress type, severity, density combinations.

a) Pre-qualification Sites

The pre-qualification sites should be residential streets in a small geographic area of the city near the office building where MTC is located. Specific segments should be selected so that as many as possible of the standard eight (8) flexible pavement distress types, and seven (7) rigid pavement distress types at the three severity levels are included in at least one of the segments. The segments must be carefully rated using a walking survey conducted by very experienced raters. Extensive photographs and distress maps must be completed on all segments included in the pre-qualification sites. The distress data from these sites will be used to calculate the reference or "ground truth" PCI values of the segments. These segments must be full width of the paved surface by 100 feet long for the manual survey segments and 12 feet wide by 200 feet long for the semi-automated survey segments. The beginning and ending of each segment must be marked on the street, and the corners must also be marked for the semi-automated segments.

In all, two segments in very good condition (PCI greater than 75), two in very poor condition (PCI less than 20), and about fourteen in moderate condition (PCI less than 75 and greater than 20) should be selected to include in the pre-qualification process.

b) Data Collection by Potential Contractors

The potential contractors shall rate up to 24 designated segments (20 flexible and 4 rigid) within an 8-hour period proctored by MTC or contracted staff. The distress data should be provided to MTC staff immediately after the surveys are completed so that they can be entered into the MTC StreetSaver® software by MTC or contracted staff to calculate the PCI values.

c) Acceptance Criteria for Pre-qualification

The following acceptance criteria should be used:

- i) At least 50 percent of the PCI values for the rated sections must be within +/- 5 PCI points of the reference, or "ground truth," PCI values.
- ii) No more than 12 percent of the PCI values for the rated sections can be greater than +/- 15 PCI points of the reference, or "ground truth," PCI values.

d) Pre-qualified Contractor

Potential contractors that passed the pre-qualification test will be certified by MTC for eligibility to submit Statement of Qualification (SOQ) for P-TAP contracts. This certification is valid for two (2) years and can be renewed through the Vendor Certification Program.

2) QUALITY CONTROL PLAN

Each qualified firm is responsible for providing quality data to the project sponsor and MTC. In the Quality Control Plan (QCP), each firm will be required to describe the qualifications of each rater who will collect pavement distress data, including training and experience. If new raters will be assigned to collecting pavement distress data, the data collection contractor will need to describe the training and supervision that will be exercised during their "internship" period. The qualifications of the new raters must be provided to and approved by MTC before they will be allowed to conduct survey without the direct supervision of experienced raters.

All firms should describe the data verification processes that they will employ to validate accuracy, resolution and precision of the data collected. "Accuracy" indicates that the distress is identified correctly, e.g., alligator cracking is identified as alligator cracking instead of block cracking. "Resolution" indicates that severity levels are identified accurately, e.g., low severity longitudinal cracking is identified and recorded rather than omitted. "Precision" indicates that repeated surveys produce reasonably similar recorded distress type, severity and density combinations. Data verification processes must include:

- i. Periodic re-survey of "control" sections by survey teams at least once every two weeks.
- ii. Re-survey of at least 5 percent of the sections previously rated within one month of completing surveys. The same survey team may do the re-surveys.

- iii. Re-survey of at least 5 percent of the rated sections by a supervisor.
- iv. Checks of collected data against prior survey data and checks of calculated PCI values against PCI values based on prior survey data projected to the survey date for the same section if no treatments have been applied since the prior survey. All of those outside plus or minus 15 PCI point differences should be checked by a supervisor or other person approved by MTC.

The QCP must define what results will be considered acceptable; at a minimum, results must meet the acceptance criteria as defined in Section 1(c). The firm must also describe which remedial actions will be taken if the results of the data checks are not acceptable. The Plan must identify when, in what format, and how often the results of the quality control plan checks and corrective actions will be submitted to MTC. The Plan must also identify when the survey results will be entered into the StreetSaver® software, the PCI values calculated, and the results made available to MTC.

a) Quality Management Reporting

Quality management reporting encompasses documentation of the QCP procedures performed during all phases of data collection. At a minimum, the quality management reporting should include:

- i. Quality Management Approach
- ii. Deliverables, Protocols, and Quality Standards
- iii. Quality Control
- iv. Quality Team Roles and Responsibilities
- v. Quality Reporting Plan, documenting data verification process and remedial actions

b) Rater Certification Program

Under P-TAP, even if a firm has been pre-qualified, all of the firm's raters must be certified by MTC through the Rater Certification Program (RCP). The RCP consists of passing a pavement distress manual survey exam, and an online written exam. These exams are designed to evaluate the skills and knowledge of raters in pavement condition rating based on the MTC's 8AC/7PCC-distress protocol. A rater must rate up to 24 test sites and achieve the required level of accuracy performing ratings as defined by the RCP Acceptance Criteria below:

RCP Acceptance Criteria:

- i) At least 50 percent of the PCI values for the rated sections must be within +/- 8 PCI points of the reference, or "ground truth," PCI values.
- ii) No more than in 12 percent of the PCI values for the rated sections can be greater than +/- 18 PCI points of the reference, or "ground truth," PCI values.

Raters from non-P-TAP consulting firms and local agencies can be certified. The rater certification exam will be conducted at least once a year or as needed. Upon successful completion of the exams, a certificate will be issued that is valid for two years. Renewal is good for another two more years upon successful completion of an online refresher course. Every four years, all certified raters must take the field and written exams to be re-certified.

3) QUALITY ACCEPTANCE PLAN

If the data collection contractor does not meet the requirements of the data collection quality control plan or if MTC determines that the collected data does not meet the requirements established in the prequalification requirements, MTC can issue a stop work order and require corrective actions. This may include requiring the data collection contractor to re-qualify all of the survey teams being used to collect data under the P-TAP contract, and re-surveying all sections rated since the last checks that showed the contractor was meeting contract requirements. Other less onerous corrective actions may be imposed by MTC on the data collection contractor. Multiple violations could result in termination of the data collection contract. MTC or its contracted staff will administer the Quality Acceptance Plan.

a) Administer Rater Certification Program

Contractor pre-qualification does not insure that all raters are capable of rating with the desired level of accuracy. All raters employed by the qualified contractors will need to complete the survey of sites as directed by MTC and achieve the same level of accuracy as defined by the Acceptance Criteria in Pre-qualification. Raters from other consulting firms and local agencies can be certified. The Rater Certification Program consists of a field pavement distress survey test, and an online written test. Tests will be given up at least once a year. Upon successful completion of the tests, a certificate will be issued that is valid for two (2) years, and will be renewed for two (2) additional years upon passing an online refresher course.

b) Conduct Audits of Contractor's Quality Control Plan

MTC shall verify that the quality control plans adopted by the data collection contractors are being completed in a timely manner. MTC may conduct audits of the quality control plan results to ensure that the data collected by contractors are meeting the requirements established in their plans. The task will be to spot check or conduct a full audit of the Quality Control Plan from selected projects.

c) Verify Data Collected by Contractors

MTC shall conduct data verification actions including at least some of the following:

- 1. Checks of collected data against prior survey data and checks of calculated PCI values against PCI values based on prior survey data projected to the survey date for the same section if no treatments have been applied since the prior survey.
- 2. Survey of sections previously rated by the data collection contractor.

INVOICE

ATTACHMENT "D"

Metropolitan Transportation Commission Bay Area Metro Center 375 Beale Street, Suite 800 San Franciso, CA 94105 PHONE (415) 778-6700

Customer No: V00672 AR038223 Invoice: Invoice Date: 03/31/2025

Terms:

Net 30

To:

CITY OF ANTIOCH

KEVIN SCUDERO, COMM DEV TECHNICIAN

PO BOX 5007

ANTIOCH, CA 94531-5007

Transaction Date	Description		Amour
03/31/2025	4902 -P -TAP 26		\$35,300.0
			Total Due \$35,300.00
		ne ne	1999
		CL C+	-DS

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Please make checks payable to:

METROPOLITAN TRANSPORTATION COMMISSION P.O. Box 45788 San Francisco, CA 94145-0788

Customer No:

V00672

Invoice:

AR038223

Invoice Date:

03/31/2025

Total Amount Due: \$35,300.00

Total Payment: \$



STAFF REPORT TO THE CITY COUNCIL

DATE:

Regular Meeting of May 13, 2025

TO:

Honorable Mayor and Members of the City Council

SUBMITTED BY:

Marcus Woodland, Water Treatment Plant Superintendent

APPROVED BY:

Scott Buenting, Public Works Director/City Engineer

SUBJECT:

Amendment to the Agreement with Karl Needham Enterprises, Inc.

for the Water Treatment Plant Solids Handling Rental Equipment

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving an amendment to extend the agreement with Karl Needham Enterprises, inc. to provide solids handling equipment rental and maintenance services for the period of July 1, 2025 through June 30, 2027 for an amount not to exceed \$375,000 per fiscal year for a total amount not to exceed of \$750,000 bringing the total contract amount to \$1,875,000, and authorizing the City Manager or designee to execute the amendment to the agreement in a form approved by the City Attorney.

FISCAL IMPACT

Funding for this annual expenditure is included in the draft fiscal year 2026 and 2027 Water Enterprise Fund budgets.

DISCUSSION

The City of Antioch Water Treatment Plant currently relies on rented equipment essential for removing solids from raw water. This rental agreement was established following a Request for Proposal issued on February 4, 2020, which identified Karl Needham Enterprises as the most qualified, responsive, and responsible contractor. As part of the contract, significant infrastructure was installed at the Water Treatment Plant to facilitate the removal and disposal of solids from the raw water.

Recently, the City entered into a contract with Carollo Engineers Inc. to assess the solids handling process and develop recommendations and a preliminary design for the most cost-effective and responsible long-term solution. While Carollo Engineers Inc. conducts its evaluation and provides recommendations, it remains in the City's best interest to maintain the current solids handling and disposal system to ensure proper operations requiring an amendment to the current agreement.

ATTACHMENTS

A. Resolution

a. Exhibit 1 – Original Agreement

RESOLUTION NO. 2025/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN EXTENSION TO THE AGREEMENT WITH KARL NEEDHAM ENTERPRISES, INC. FOR THE WATER TREATMENT PLANT SOLIDS HANDLING RENTAL EQUIPMENT

WHEREAS, the City of Antioch Water Treatment Plant Currently rents equipment that is vital to its operation to remove the solids from the process water. The rental agreement was entered into after a Request for Proposal sent out on February 4, 2020 determined that Karl Needham Enterprises, Inc. was the most qualified responsive and responsible contractor.

WHEREAS, as a condition of the contract, significant infrastructure was installed at the Water Treatment Plant to perform the removal and disposal of solids from the process water.

WHEREAS, the City has recently entered into a contract with Carollo Engineers Inc. to evaluate the solids handling process and provide a recommendation and preliminary design for the most cost effective and responsible path forward for the City in regard to the solids handling process

WHEREAS, while Carollo Engineers Inc. conducts their evaluation and delivers a recommendation to proceed, it is in the City's best interest to keep the current solids handling and disposal system in place to maintain proper operations, thus requiring an amendment to the existing agreement with Karl Needham Enterprises, Inc.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves an amendment to extend the agreement with Karl Needham Enterprises, Inc. to provide solids handling equipment rental and maintenance services for the period of July 1, 2025 through June 30, 2027 for an amount not to exceed \$375,000 per fiscal year for a total amount not to exceed of \$750,000 bringing the five-year total contract amount to \$1,875,000, and authorizes the City Manager or designee to execute the amendment to 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 13th day of May 2025, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2020 between Karl Needham Enterprises, Inc. ("Contractor"), whose address is 4901 E. Mariposa Rd, Stockton, CA 95215 and telephone number is 209-462-9600 and the CITY OF ANTIOCH, a municipal corporation ("City").

RECITALS

- A. Contractor is qualified and experienced in providing services for the purposes specified in this Agreement.
- B. City finds it necessary and advisable to obtain these services from Contractor for the purposes provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

- 1. <u>Services to be Performed</u>. The work will consist of providing services for the City of Antioch to Provide Solids Handling Equipment and Maintenance as described further in Exhibit A, Scope of Work, which is hereby attached and incorporated by reference into this Agreement.
- 2. <u>Compensation</u>. The total compensation under this Agreement shall not exceed \$375,000.00, Per Fiscal Year with the details set forth in Exhibit B, which is hereby attached and incorporated by reference into this Agreement.
 - 3. **Term.** The term of this Agreement will expire on **June 30, 2025**.
- 4. <u>Method of Payment</u>. Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.
- Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

08/14 Page 1 of 6

- 6. <u>Insurance</u>. During the term of this Agreement, Contractor shall maintain insurance from insurers that have an AM Best rating of no less than A:VII at Contractor's own cost and expense and such insurance coverage shall consist of insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under this Agreement and the results of that work by the Contractor, its agents, representatives, employees or subcontractors including the following:
- 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.
- b. <u>Railroad Protective Liability</u>. If Contractor's services include work within fifty (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.
- c. <u>Automobile Liability Insurance</u>. 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.
- d. 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. For services deemed public works, by signing this agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- e. <u>Other Insurance Provisions</u>. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- i. 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).

- 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.
- Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- iv. 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.
- 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.
- f. <u>Certificate of Insurance and Endorsements</u>. 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.
- g. <u>Subcontractors</u>. Contractor shall include all subcontractors as insured under Contractor's polices 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.
- h. <u>Higher limits</u>. 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.
- 7. 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 other requirements set forth in the bid

08/14 Page 3 of 6

or contract documents; 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.

- 8. Warranty Against Defects. Contractor warrants all work done and goods provided under this Agreement shall: (a) meet all conditions of the Agreement; (b) shall be free from all defects in design, material and workmanship; and (c) shall be fit for the purposes intended. If any defects occur within twelve (12) months following acceptance or any longer period of time provided by Contractor's standard warranty, Contractor shall be solely responsible for the correction of those defects.
- 9. <u>Labor Code Prevailing Wage</u>. To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

10. <u>Notices</u>. This Agreement shall be administered by Tim Coley, Water Treatment Plant Superintendent ("Contract Administrator"). Any formal written notice to Contractor shall be sent to:

Karl Needham Enterprises, Inc. 4901 E. Mariposa Rd Stockton, CA 95215

Any formal written notice to City shall be sent to: City Manager City of Antioch P. O. Box 5007 Antioch, CA 94531-5007

11. Miscellaneous Provisions.

· ·

- a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods accepted and/or work completed when notice is received. Contractor may not terminate this Agreement.
 - b. Contractor shall not assign or transfer this Agreement.
- c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
 - d. This Agreement constitutes the entire understanding of the parties.
- e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.
- f. Contractor covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.
- g. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws.
- h. Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.
- g. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.
- i. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF ANTIOCH:

CONTRACTOR:

Bv:

Rowland E. Bernal, Jr., City Manager

Title: President

By: Kall

Title: Secretary/Treasures

(Second signature required if a corporation)

ATTEST:

Arne Simonsen, CMC, City Clerk of City of Antioch

APPROVED AS TO FORM:

Thomas Lloyd Smith, City Attorney

EXHIBIT A



REQUEST FOR PROPOSAL

BID NO. 720-0225-20A

SOLIDS HANDLING EQUIPMENT

BID DUE DATE: February 25, 2020 at 2 PM

I. GENERAL CONDITIONS

- 1. General Information The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at 1201 W. 4th Street, Antioch, CA 94509 on February 25, 2020 at 2 PM.
 - Questions relating to specifications or technical questions must be submitted via email to tcoley@ci.antioch.ca.us. Bidders are NOT to pursue City staff by telephone or in person.
- 2. Form of Bid The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted.
- 3. Interpretation of Bids Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Public Works Department for an interpretation thereof <u>prior</u> to the bid opening to the attention of Tammany Brooks at <u>tnbrooks@ci.antioch.ca.us</u>. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
- 4. Addenda Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date. https://www.antiochca.gov/rfps/
- 5. Bid Opening Bids shall be delivered to the Public Works Department of the City of Antioch located at 1201 W. 4th St. Antioch, 94509 on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
- 6. Late Bids Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
- 7. No Bid If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.
- 8. Award or Rejection The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website. Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable.

The City reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. Estimated quantities are no

guarantee of a certain quantity to be ordered by City. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. If the bid is on an "all or nothing" basis, this must be stated on the bid form.

For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

- 9. Terms and Conditions The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
- **10. Brand Names-** The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
- **11. Payment Terms** Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
- **12. FOB Point** It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 13. Approved Equal Brand names and numbers, when used, are for reference to indicate the character or quality desired. The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
- **14.** Tax No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.
- 15. Samples When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.
- **16. Inspection** All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.

- 17. Assignment No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.
- 18. Warranty Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.
- 19. Timely Delivery If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

- 20. Liquidated Damages If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of two-hundred(\$200.00) dollars per day for each and every calendar day delay in finishing a job order.
- 21. Termination for Default The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
- 22. Termination for Convenience The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

- 23. Fiscal Year Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.
- 24. 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, or sexual orientation or any other prohibited basis under federal or state law, 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 Subsection in any subcontract approved by the Contract Administrator or this Agreement.

- 25. Business License The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.
- **26. Governing Law** This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.
- 27. Liabilities Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.
- **28. Right to Audit** The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
- 29. Assignment -- In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (1 5 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

30. Surety Bonds – The Bidder is required to submit a bidder's bond if included on the Bid Form. Unless stated to the contrary in the Detailed Specifications, Contractor is required to provide the following surety bonds from an admitted and authorized surety in California in the full amount of the work to be performed:

A Performance Bond and a Payment Bond.

31. Prevailing Wage - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to tnbrooks@ci.antioch.ca.us. Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out).]

- 32. Appeals -- Any actual or prospective bidder, or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.
- 33. Contract Documents The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract, required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

34. Insurance — Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

All certificates and endorsements must be emailed to tnbrooks@ci.antioch.ca.us, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), Owners and Contractors Protective Liability Coverage Form Coverage for Operations of Designated Contractor).
- 2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

- 1. <u>Commercial General Liability (CGL):</u> 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.
- 2. <u>Automobile Liability</u>: 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.
- 3. Workers' Compensation: As required by the State of California.
- 4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Additional requirements if applicable:

- 5. <u>Builder's Risk</u>: Completed value of the project with no coinsurance penalty provisions for construction project.
- 6. Professional Liability: \$1,000,000 as needed for design/build and other professional services.
- Contractor's Pollution Liability: \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

<u>Deductibles and Self-Insured Retentions:</u> Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

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

<u>Certificate of Insurance and Endorsements:</u> 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.

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

<u>Verification of Coverage</u>: Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

<u>Subcontractors</u>: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

II. SPECIFICATIONS

Hours Of Operation

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

Payments & Invoicing

Invoices must list the City issued purchase order number and be itemized as per the bid submittal worksheet including the location line item numbers. Any City approved changes must be listed on the invoice separately. All information is to be provided in email format and paper copy if directed so.

Bonds

Bonds are not required for this Bida

City To Provide

- Water, Polymer, Electricity
- Staff to operate the equipment daily
- Front end loader for loading sludge

Scope Of Work

The City of Antioch is requesting bids for a (2) two-year contract with possible (3) three, (1) one-year extensions for centrifuge rental with a 60,000-gal elevated tank, poly-mixer feed pump and any other necessary operation items the City may need to operate the rental equipment. The rental equipment must be compatible with current City infrastructure. The City currently operates with a Humboldt decanter type S3-01 with a model number of J93103 that has a maximum bowl speed of 2200 RPM and a total weight of 7500 lbs. The rental equipment must be compatible with current City infrastructure. The Contractor will be responsible for maintenance on the rental equipment, hauling, and disposal of sludge on an as-needed basis. The Contractor must respond to the City of Antioch and any of its representatives within 4 hours of being notified of work to be done. The Contractor will then have 24 hours after they have responded to the City to arrive on site and begin work. If the Contractor fails to meet any of the deadlines without prior written permission from the City stating otherwise, the City may choose to move on to the next lowest, responsible bidder. Although services under this contract shall normally be performed during normal working hours, Monday through Friday, 7:00 A.M. to 4:00 P.M., the Contractor may be required to work outside these hours, specifically in case of an emergency. Upon award, the Contractor shall provide the City Representative with the telephone number(s) of the person or persons to be called in case of an emergency.

Contractor To Provide

Operational equipment that is compatible with current City infrastructure specified in the scope of work. A safe, motivated, and skilled crew capable of productively maintaining the rental equipment in a highly efficient and productive manner. Contractor shall also be responsible for completing all aspects of the job including but not limited to labor, materials, equipment, notification, ensuring a clean work site after completed work, traffic control and any other incidentals required to complete the work safely and efficiently. The contractor will be required to replace or redo any portion of the work that does not meet the approval of the City. The City of Antioch will be the sole judge of the quality of the work. All punch list work or redo's will be at the complete expense of the contractor. At least one crew member must be able to communicate with City staff in English both verbally and in writing. Contractor's crew members must act professionally and communicate with City customers in a polite and courteous way at all times. If quality or conduct does not meet our standards, the City will, at its own discretion, stop the job and move to the next responsible bidder. Safety Standards: Items furnished shall meet requirements of the Occupational Safety and Health Act (OSHA), Federal, State and local requirements, in addition to requirements of appropriate safety standard organizations.

Other Information

- 1. Contractor will be compensated for time and material when rare and unsual working conditions are apparent. The City of Antioch will be the sole judge of what is "rare" and "unusual" working conditions.
- 2. The annual volume of work is scheduled to be up to \$375,000, however, this is not a guarantee that all funds will be used.
- 3. In the event the rental equipment is down and deemed unusable by the City for longer than (3) three days, the City will receive a prorated rate on the rental fee for the time the equipment could not be used.
- 4. This contract will begin on July 1, 2020 with a contract year following the City of Antioch Fiscal Year spanning from July 1 to June 30.
- 5. Pricing for the equipment rental will be per month. Contractor will be responsible for setting up the centrifuge, a "batch tank" (60k gallon minimum) to receive the water to be processed and feed the centrifuge, a feed pump for the centrifuge, a chemical feed system for the centrifuge and operator training for City staff. Bid price will also include demobilization if needed at the end of the contract. Pricing for hauling services will be per ton and a receipt showing the weight hauled must be provided to the City of Antioch along with the invoice.



EXHIBIT B

III. BID SUBMITTAL WORK SHEET - BID NO. 720-0225-20A

Your Company Name:	Karl Needham Enterprises, Inc.
Contact Name:	Karl Needham
Contact Phone:	209-304-0820
Contact Email:	kdneedham@aol.com
STANDARD MA	DE A QUOTE FOR A MONTHLY RENTAL CHARGE. PRICE SHOULD INCLUDE AN' INTENANCE THE CONTRACTOR WILL NEED TO PROVIDE IN ORDER TO ENSURING PERATION OF EQUIPMENT AND ANY MOBILIZATION & DEMOBILIZATION THAT MAY BE INCURRED WHILE BRINGING THE EQUIPMENT IN.
⋓	Year 1 Year 2 Year 3 Year 4 Year 5
Equipment \$/ Rental month	7,500.00 month 17,500.00 month 18,500.00 month 18,500.00 month 18,500.00
Total \$/ 9 month	0,500.00
,	DE A QUOTE FOR HAULING ON A PER-TON BASIS. THIS PRICE SHOULD ALSO DSAL FEES AND ANY OTHER FEES THAT MAY BE INCURRED WHILE HAULING G OF SLUDGE.
Year Hauling Fee \$/ton 60.60	1 Year 2 Year 3 Year 4 Year 5\$/ton 62.42 \$/ton 64.29 \$/ton 66.22 \$/ton 68.21
Total \$/ton 321.74	



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 13, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Marcus Woodland, Water Treatment Plant Superintendent

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

SUBJECT: Purchase Order Approvals for Annual Water Treatment Chemical

Purchases in the Amount of \$1,980,000

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Bay Area Chemical Consortium joint agency cooperative bidding purchase order agreements for Water Treatment Plant chemical purchases for the period of July 1, 2025, through June 30, 2026, in the amount not to exceed \$1,980,000.00 and authorizing the City Manager, or their designee, to execute the purchase order agreements in a form approved by the City Attorney.

FISCAL IMPACT

Funding for this annual expenditure is being requested as part of the current biennial budget process within the Water Production operating budget from the Water Enterprise Fund for fiscal year 2025/26, with a current balance of \$1,080,000, in an amount not to exceed \$1,980,000.

DISCUSSION

The City of Antioch is a member of the Bay Area Chemical Consortium ("BACC") consisting of Antioch, Pittsburg, Martinez, and Diablo Water District. The BACC's purpose is to obtain the most competitive prices, while minimizing procurement costs and duplication of efforts. The BACC advertised a request for proposals to provide water and wastewater chemicals for the period of July 1, 2025, through June 30, 2026. Although jointly bid, the chemical products are delivered and invoiced separately to the respective cities. The City of Antioch purchases aluminum sulfate, liquid ammonium sulfate, hydrofluosilicic acid, sodium hydroxide, sodium bisulfite, and sodium hypochlorite chemical products within the north bay only and will be purchased from Chemtrade Chemicals US LLC., Industrial Solutions Service, Inc., DuBois Chemicals, inc., and Univar Solutions USA, inc. These chemicals are used to treat water to meet all State and Federal requirements, that ensure the water is safe for human consumption.

The City can utilize cooperative purchasing agreements for the purchase of goods and services as described in Antioch Municipal Code, Section 3-4. 12 (C) (1), which allows



dispensing with bidding procedures for purchasing goods or services or proposal; procedures for professional services. Products must comply with all applicable federal; and state of California drinking water laws and regulations and meet the or exceed all terms and conditions specified in the bid. Many public agencies, including neighboring cities and special districts, use cooperative purchasing programs to enable them to obtain significant savings while maintaining the principles of fair and open competition in public procurement.

ATTACHMENTS

- A. Resolution
- B. Bid Award Letters Exhibits 1-6

RESOLUTION NO. 2025/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING JOINT AGENCY COOPERATIVE PURCHASE ORDER AGREEMENTS FOR ANNUAL WATER TREATMENT CHEMICAL PURCHASES FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2026, IN AN AMOUNT NOT TO EXCEED \$1,980,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER AGREEMENTS

WHEREAS, the City of Antioch is a member of the Bay Area Chemical Consortium ("BACC") consisting of Antioch, Pittsburg, Martinez, and Diablo Water District.

WHEREAS, the BACC's purpose is to obtain the most competitive prices, while minimizing procurement costs and duplication of efforts.

WHEREAS, the BACC advertised a request for proposals to provide water and wastewater chemicals for the period of July 1, 2025, through June 30, 2026 and although jointly bid, the chemical products are delivered and invoiced separately to the respective cities;

WHEREAS, the City of Antioch purchases aluminum sulfate, liquid ammonium sulfate, hydrofluosilicic acid, sodium hydroxide, sodium bisulfite, and sodium hypochlorite chemical products within the north bay and will be purchasing from Chemtrade Chemicals US LLC., Industrial Solutions Service, Inc., DuBois Chemicals, Inc., Univar Solutions USA, Inc;

WHEREAS, these chemicals are used to treat surface water to meet all State and Federal requirements, that ensure the water is safe for human consumption;

WHEREAS, the City can utilize cooperative purchasing agreements for the purchase of goods and services per Antioch Municipal Code, Section 3-4. 12 (C) (1), which allows dispensing with bidding procedures for purchasing goods or services or proposal; procedures for professional services. Products must comply with all applicable federal and state of California drinking water laws and regulations and meet or exceed all terms and conditions specified in the bid; and

WHEREAS, the Antioch City Council has considered approving the Bay Area Chemical Consortium joint agency cooperative bidding purchase order agreements for Water Treatment Plant chemicals for the period of July 1, 2025, through June 30, 2026, in the total amount not to exceed \$1,980,000 and authorizing the City Manager, or her designee to execute the purchase order agreements in a form approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, hereby approves the Bay Area Chemical Consortium joint agency cooperative bidding purchase order agreements for Water Treatment Plant chemical purchases for the period of July 1, 2025, through June 30, 2026, in the total amount not to exceed

Page 2									
\$1,980,000 and au order agreements i			•	•		_	ee, to exe	ecute the	purchase
	*	*	*	*	*	*	*		
I HEREBY C City Council of the May 2025, by the fo	City of A	ntioch	•	_			•		•
AYES:									
NOES:									
ABSTAIN:									
ABSENT:									

RESOLUTION NO. 2025/***

May 13, 2025

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH



March 17, 2025

Univar Solutions USA LLC ATTN Jennifer Perras 8201 S 212th St. Kent, WA 89032

RE: Regional Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 13-2025 for Supply and Delivery of SODIUM HYPOCHLORITE 12.5% in the Central Valley, East Bay, Marin Sonoma Napa, North Bay, Peninsula, South Bay and Tri Valley regions.

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA LLC. for Bid No. 13-2025 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYPOCHLORITE 12.5% in the Central Valley, East Bay, Marin Sonoma Napa, North Bay, Peninsula, South Bay and Tri Valley regions during the period July 1, 2025 through June 30, 2026.

The participating BACC Agencies from the above regions should be contacting you shortly to discuss entering into contracts with Univar Solutions USA LLC. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdyment@bacwa.org

Sincerely,

Jennifer Dyment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies Bid Results for Project 13-2025 SODIUM HYPOCHLORITE 12.5% Bid Due on Pebruary 20, 2025 4:00 PM (PDT) REGIONAL BID AWARD

									SUDILIM MADO	OCHLORITE 12.5% In	Sodium Hypochlorits	SODIUM HYPOCHLORITE 5.25% (Options
Section											(OPTIONAL BID ITEM)	
Description	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacremento	South Bay	Tri Valley	Central Valley	North Bay	Marin Sonoma Napa	Sacramento
Unit of Measure	gal	gal	gal	gal	gal	gat	EN	gal	gal	gal	gal	gal
Univar Solutions USA LLC.	1.2	1.270	3.2900	1.250	0 1.3200	3.4100	1.2900	3.3100	no bid	100	-	oo bid



March 17, 2025

Univar Solutions USA Inc. Attn: Jennifer Perras 8201 S 212th St. Kent, WA 98032

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 12-2025 for Supply and Delivery of Sodium Hydroxide 20% Sacramento; Sodium Hydroxide 25% Peninsula, Sacramento, Tri Valley; Sodium Hydroxide 30% North Bay, Sacramento; Sodium Hydroxide 50% East Bay, North Bay, Sacramento, Tri Valley regions.

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA Inc. for Bid No. 12-2025 was determined to be the lowest responsive bid for the supply and delivery of Sodium Hydroxide 20% Sacramento; Sodium Hydroxide 25% Peninsula, Sacramento, Tri Valley; Sodium Hydroxide 30% North Bay, Sacramento; Sodium Hydroxide 50% East Bay, North Bay, Sacramento, Tri Valley regions during the period July 1, 2025 through June 30, 2026.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Univar Solutions USA Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdyment@bacwa.org

Sincerely,

Jennifer Dyment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies
Bid Results for Project 12-2025 SODIUM HYDROXIDE
Bit Dut an Fernan 22, 2025 4 00 PM (POT)
85 CICHAL BIO AWARD

Section	SOOIUM HYDR	DILLIM MYDROXIDE 25N-(Cristic) SODILIM MYDROXIDE 25N (Cristic)					SOCIUM HYDROXIDE SON (Cavets)				SOCIUM INTONOXIOE SON (Gravita)							
Description	Marin Somma I	Secrements	Contral Valley	Marin Somma Napa	Perincula	Secrements	South flay	Jri Velley	Marin Sonoma Napa	North Bey	Sacramento	South they	Cantral Valley	fact bey	Marin Simores Nasa	Auril Ser	tecoments	Tel Valley
Unit of Measure	dry ton	dry ton	dify ton	dry ton	dry ton	dry ton	dry fact.	dry tem	sky ton:	dry tem	dry ton	dry ton	Services.	fry ton	day see	dry age.	fire ton	May ton
United Solutions USA IJC.	1,360,310	BEA.9700	1,976,0500	Bris 1/900		\$81,5000	1,130 7100	\$29,7800	1,366,3400	4115200	847.4500	4/1	641 8100		764.7900	666, 4700	770 310	6817



March 17, 2025

Univar Solutions USA LLC. Attn: Jennifer Perras 8201 S 212th St. Kent, WA 98032

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 11-2025 for Supply and Delivery of SODIUM BISULFITE.

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA Inc. for Bid No. 11-2025 was determined to be the lowest responsive bid for the supply and delivery of SODIUM BISULFITE during the period July 1, 2025 through June 30, 2026.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Univar Solutions USA Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdyment@bacwa.org

Sincerely,

Jennifer Dyment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies Bid Results for Project 11-2025 SODIUM BISULFITE Bid Due on February 20, 2025 4:00 PM (PDT) SINGLE BID AWARD

Section			Sodia	ım Bisulfite 25%	6			SODIUM B	ISULFITE 40%	Solution
Description	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacramento	South 8ay	Central Valley	East Bay	Sacramento
Unit of Measure	gal	gal	gol	gal	gal	gal	gal	gal	gal	gal
Univar Solutions USA LLC.	1.4450	1.4450	1:4450	1.4450	1.4450	1.4450	1.4450	2.8450	5.3450	2.6450



March 17, 2025

DuBois Chemicals, Inc. Attn: Andrew Paulson 3630 East Kemper Road Sharonville, OH 45241

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 08-2025 for Supply and Delivery of HYDROFLUSILICIC ACID.

Dear Mr. Paulson,

We are pleased to advise you that the bid submitted by DuBois Chemicals, Inc. for Bid No. 08-2025 was determined to be the lowest responsive bid for the supply and delivery of HYDROFLUSILICIC ACID during the period July 1, 2025 through June 30, 2026.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with DuBois Chemicals, Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdyment@bacwa.org

Sincerely,

Jennifer Dyment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

[This page intentionally left blank]



March 17, 2025

Chemtrade Chemicals US LLC Attn: Elizabeth Ryno 90 East Halsey Road, Suite 200 Parsippany, NJ 07054

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 01-2025 for Supply and Delivery of ALUMINUM SULFATE.

Dear Ms. Ryno

We are pleased to advise you that the bid submitted by Chemtrade Chemicals US LLC for Bid No. 01-2025 was determined to be the lowest responsive bid for the supply and delivery of ALUMINUM SULFATE during the period July 1, 2025 through June 30, 2026.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Chemtrade Chemicals US LLC for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdyment@bacwa.org

Sincerely,

Jennifer Dyment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies

Bay Area Clean Water Agencies Bid Results for Project 01-2025 ALUMINUM SULFATE Bid Due on February 20, 2025 4:00 PM (PDT) SINGLE BID AWARD

Section		AL	UMINUM SULFATE 44%-49% L	iquid Solution		
Description	Central Valley	East Bay	North Bay	Sacramento	South Bay	Tri Valley
Unit of Measure	gal	gal	gal	gal	gal	gal
Chemtrade Chemicals, LLC US	0.9328	0.9328	0.9328	0.8702	1.1068	0.9328



March 17, 2025

Industrial Solutions Service, Inc. Attn: Allen E. Armstrong 215 N. 2nd Ave. Suite A Upland, CA 91786

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 02-2025 for Supply and Delivery of AMMONIUM SULFATE.

Dear Mr. Armstrong,

We are pleased to advise you that the bid submitted by Industrial Solutions Service, Inc. for Bid No. 02-2025 was determined to be the lowest responsive bid for the supply and delivery of AMMONIUM SULFATE during the period July 1, 2025 through June 30, 2026.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Industrial Solutions Service, Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdyment@bacwa.org

Sincerely,

Jennifer Dyment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies Bid Results for Project 02-2025 AMMONIUM SULFATE Bid Due on February 20, 2025 4:00 PM (PT)

SINGLE BID AWARD

Section	IA I	MMONIUM SULFATE 40	% Liquid Solu	ution
Description	East Bay	Marin Sonoma Napa	North Bay	South Bay
Unit of Measure	gal	gal	gal	gal
Industrial Solution Services	1.5600	1.5600	1.5600	1.5600



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 13, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ana Cortez, Human Resources Director

APPROVED BY: Bessie Marie Scott, City Manager

SUBJECT: Resolution Approving the Class Specifications Updates for the

Management Bargaining Unit with no Salary Changes

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the updated class specifications for positions within the Management Bargaining Unit.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the updated class specifications.

DISCUSSION

Staff is recommending updates to the following class specifications:

- Animal Services Manager
- Community Development Director
- Economic Development Director

Following a comprehensive review of job duties and current responsibilities, staff identified the need to revise the class specifications to better reflect operational requirements, efficiency, and improve recruitment efforts.

Animal Services Manager:

The current class specification requires a bachelor's degree and five years of experience in animal control and/or shelter operations, including at least two years in a supervisory or management role. However, after three unsuccessful recruitment efforts, staff reassessed the position and determined that the education requirements were limiting the candidate pool.

The proposed revision allows for the substitution of the bachelor's degree with a minimum of four years of responsible, professional-level office management experience, in addition to the existing requirement of five years in animal control and/or shelter operations, including two years of supervisory or management responsibilities. This change aims to broaden the candidate pool while maintaining a high standard of experience and capability.

Community and Economic Development Director (Proposed):

The City Manager is recommending combining the Community Development Director and Economic Development Director positions after a review and assessment with the goal to streamline operations by restructuring for more innovative service delivery across the agency. After evaluating the two class specifications, it was determined that combining these roles would be more efficient and better reflect the interrelated responsibilities, particularly in areas such as redevelopment and housing. The proposed class specification, titled **Community and Economic Development Director**, consolidates both executive-level roles into one.

This organizational change is expected to improve coordination between the departments, enhance service delivery, and result in cost savings by streamlining leadership at the executive level. Merging the two roles has been successful in other agencies with similar goals. Furthermore, after surveying other public agencies, staff found it is common practice to consolidate these two functions into a single department under unified leadership. In addition, the current Municipal Code allows for this update to the class specifications, as it already designates the Economic Development function under the purview of the Community Development Department.

Please refer to Attachment A – Exhibit 1 for the Animal Services Manager Class Specification and Attachment A – Exhibit 2 for the Community and Economic Development Director Class Specification.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Animal Services Manager Class Specification
Exhibit 2 to Resolution – Community and Economic Development Director Class
Specification

RESOLUTION NO. 2025/XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE CLASS SPECIFICATIONS UPDATES FOR THE MANAGEMENT BARGAINING UNIT WITH NO SALARY CHANGES

WHEREAS, the City has an interest in updating the class specifications for classifications;

WHEREAS, Council has considered updated class specifications on a case-by-case basis as needed for recruitments and retention;

WHEREAS, the Management Bargaining Unit has approved the Class Specifications; and

WHEREAS, department management have reviewed and updated the descriptions to reflect current organizational structure and operational needs.

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

<u>Section 1.</u> That the class specification updates for the Management bargaining Unit, which are attached hereto as Exhibits "1" Animal Services Manager Class Specification and "2" Community and Economic Development Director Class Specification; and

Section 2. That there is no adjustment to the established salary ranges; and

Section 3. That copies of this resolution be certified to all holders of the City of Antioch Employees' Classification System.

* * * * * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of May 2025, by the following vote:

	MELISSA RHODES	
ABSENT:		
ABSTAIN:		
NOES:		
AYES:		

CITY CLERK OF THE CITY OF ANTIOCH

CITY OF ANTIOCH

ANIMAL SERVICES MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under general direction of the Police Chief, the Animal Services Manager plans, organizes and directs the activities of the Animal Services unit within the Police Department, including the enforcement of City ordinances and state laws relating to animal control activities; operates and maintains the City animal shelter and directs Animal Services supervisor and staff in field and center activities; establishes and implements policies and procedures; advises the Police Chief on animal service operation issues; performs the most technical and complex tasks related to animal sheltering and animal control.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- 1. Manages all operations of the animal shelter.
- 2. Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the entire Animal Services unit.
- 3. Develops and implements management systems, procedures and standards for program evaluation.
- 4. Preparation and administration of the Animal Services program budget; submit budget recommendations; monitors the budget and develops sources of additional funding or revenue.
- 5. Selects and trains Animal Services staff; monitors work activities to ensure compliance with established policies and procedures; prepares performance evaluations and ensures their job-related training and development.
- 6. Confers with subordinates to develop plans and initiate procedural changes.
- 7. Conducts staff meetings to explain and interpret rules and policies and explain enforcement problems.
- 8. Assigns and directs daily activities including investigation of complaints, dangerous animals, welfare checks, other field services and patrol, enforcement of state and local laws regarding animal control, feeding, care, adoption, placement, quarantine, euthanasia and disposal of animals held at the shelter, collection of fees, and shelter operation and maintenance, directly and through subordinates.
- 9. Develops public education programs concerning the responsibilities of animal ownership and proper care and control of animals.
- 10. Oversees the impounding and emergency veterinary care of injured, sick or abandoned animals found on public or private property.

CITY OF ANTIOCH ANIMAL SERVICES MANAGER

- 11. Oversees veterinary care of animals in the shelter in conjunction with veterinarian.
- 12. Maintains and monitors the health of impounded animals with veterinarian; ensures the health of herd in accordance with current animal welfare and sheltering standards; manages shelter population.
- 13. Investigates and resolves complaints regarding animal control and shelter activity; ensures observance of safe working practices.
- 14. Oversees and directs the activities of the Antioch Animal Services volunteer program.
- 15. Prepares or directs the preparation of a variety of studies and reports related to current animal shelter issues and long range City needs, and develops specific proposals to meet them; manages animal database to assure data integrity; analyses data and trends of animals entering the shelter.
- 16. Assures compliance with State, County and local laws and regulations covering the impounding, care, sale, euthanasia and disposal of animals. Enforces laws governing the licensing and control of animals.
- 17. Ensures compliance of program activities to pertinent codes, regulations labor agreements and guidelines; monitors developments related to animal services and evaluates their impact and implements policy and procedural improvements.
- 18. Establishes and maintains effective working relationships with other departments, the public, and other animal welfare groups; coordinate the functions of the animal shelter with other public and private animal organizations.
- 19. Deal courteously and effectively with staff, representatives of other departments and agencies, vendors, and members of the general public.
- 20. Maintain records and files concerning operations and programs; prepare and review reports on operations and activities; maintain and provide records and information necessary for court hearings and the prosecution of cases related to animal control.
- 21. Advises the Police Chief on new programs, policies, and procedures.
- 22. Develops policies and procedures for the implementation of new programs; ensuring the effective integration of field and shelter policies with the department.
- 23. Directs and participates in the development of both short term goals and long range objectives of departmental operations.
- 24. Plans, organizes and directs and evaluates work through Animal Services staff and supervisor, including the development and implementation of policies and procedures.
- 25. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field of animal services; incorporate new developments as appropriate into programs.

CITY OF ANTIOCH ANIMAL SERVICES MANAGER

- 26. Prepares and presents staff reports and other documentation for presentation at City Council meetings.
- 27. Monitors the efficiency and effectiveness of operation activities and recommends ways to increase productivity.
- 28. Make public presentations before groups and represent the unit and the City at meetings and conferences.
- 29. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Modern principles, practices and techniques of the control and care of animals.
- Accepted principles and practices of organization, management and supervision.
- Principles and practices of business and public administration applicable to the Animal Services unit.
- Modern principles and practices used in the operation of an animal shelter.
- Principles and practices of budget preparation and administration.
- Methods and techniques of animal collection and impoundment.
- Behavior and other characteristics of various breeds of dogs, cats, and other wild and domestic animals and livestock.
- Modern principles and practices of animal care, including best practices, and first aid.
- Symptoms and behavior associated with rabies and other diseases common to animals.
- Current methods and equipment used in the care and control of animals.
- Pertinent federal, state, and local laws, codes, and regulations including laws and regulations governing the care, housing, and control of animals.
- Methods and techniques used in customer service and public relations.
- Principles and procedures of record keeping and statistical analysis and reporting.
- Principles of business communications.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- English usage, spelling, grammar, and punctuation.
- Geographic features and locations within the area served.
- Standard broadcasting procedures of a police radio system.
- Occupational hazards and standard safety practices.

Ability to:

- Direct Animal Services unit including animal shelter operations and animal control services and activities.
- Select, train, and evaluate staff.
- Plan, organize, coordinate and direct the work of subordinates.
- Plan and organize work to meet changing priorities and deadlines.
- Recommend and implement goals, objectives, policies, and procedures for providing animal shelter and animal control services and activities.

CITY OF ANTIOCH

ANIMAL SERVICES MANAGER

- Analyze interpersonal and animal related situations quickly and determine appropriate responsive action for the Animal Services unit.
- Compose effective correspondence and reports.
- Interpret legal and administrative directives.
- Formulate regulations conforming to such directives, plans, organizes the implementation of such regulations.
- Speak before and deal effectively with civic groups, local government, and the public.
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations.
- Effectively represent the Animal Services unit to outside individuals and agencies to accomplish the goals and objectives of the unit; speak before community groups, including advocacy groups.
- Work cooperatively with other departments and outside agencies.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Perform the full range of animal control activities.
- Capture and care for a variety of domestic, exotic and wild animals.
- Recognize symptoms of rabies and common animal diseases.
- Perform euthanasia.
- Operate a variety of animal control equipment in a safe and effective manner.
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, staff, or other agencies on sensitive issues in area of responsibility.
- Prepare clear, accurate and concise records, reports, correspondence and other written material.
- Use good judgment and common sense in handling difficult situations.
- Communicate clearly and concisely, both orally and in writing.

Minimum Education and Experience Guidelines

Education/Training:

A Bachelor's Degree from an accredited college or university with a major in public or business administration, animal science, or a closely related field, or equivalent to completion of twelfth grade and at least four years of responsible professional level office management experience.

Experience:

Five (5) years of fulltime, or its equivalent, in animal control and/or shelter operations including at least two (2) years in a jurisdiction responsible for the licensing, housing of animals and field enforcement of State and local animal control laws and ordinances, and at least two (2) years of supervisory or management responsibilities with a City or County animal services agency, humane society, animal hospital, or related facility. Experience should include working with the public and program management and development.

License or Certificates Required:

Possession and maintenance of a valid California Motor Vehicle Operator's license. Out of State valid Motor Vehicle Operator's license will be accepted during the application process; must obtain a valid California Motor Vehicle Operator's license within six (6) months of employment.

CITY OF ANTIOCH ANIMAL SERVICES MANAGER

Must be able to obtain a valid Euthanasia Certificate that is recognized by the State Humane Association of California and the California Animal Control Directors Association within one (1) year of employment.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in an office, kennel, and field environment; exposure to a variety of domestic and wild animals; exposure to infectious animal diseases, animal wastes, animal bites, allergens, and inclement weather conditions; incumbents may be required to work extended hours including evenings, weekends, and holidays.

<u>Physical</u>: Primary functions require sufficient physical ability and mobility to travel to various locations to pick up and dispose of animals; exert physical strength when handling animals and livestock; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull moderate to heavy amounts of weight; to operate office equipment including use of a computer keyboard; to operate assigned equipment and vehicle; and to verbally communicate to exchange information.

FLSA: Exempt

Created: July 2017

Revised: April 2025

This class specification identifies the essential functions typically assigned to positions in this class. Other duties <u>not described</u> may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.

CITY OF ANTIOCH

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under general administrative direction, plans, directs, manages, and oversees the activities and operations of the Community and Economic Development Department. This includes land use planning, building inspection, housing and neighborhood improvement, environmental programs, and economic development initiatives to promote community vitality and expand the local economy. Coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the City Manager.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- 1. Assume full management responsibility for all department services and activities including land planning, building inspection, code enforcement, housing, CDBG, environmental programs, economic development, and business attraction and retention.
- 2. Develop and implement departmental goals, objectives, policies, and priorities for each service area.
- 3. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
- 4. Direct and coordinate the department's work plan through subordinate staff; assign projects and areas of responsibility; review and evaluate work methods and procedures.
- 5. Select, train, motivate, and evaluate personnel; provide coaching and professional development; implement disciplinary procedures as needed.
- 6. Prepare and administer the department budget; forecast funding needs for staffing, equipment, materials, and supplies; authorize expenditures and adjustments.
- 7. Plan, direct, and coordinate, through subordinate level staff, the Community and Economic Development Department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.
- 8. Lead economic development strategies, including business retention, attraction, marketing, and redevelopment activities.
- 9. Act as liaison to the business community, Chamber of Commerce, neighborhood associations, and community organizations.
- 10. Oversee preparation of grant applications and administration of funding for housing, infrastructure, and revitalization projects.

- 11. Manage negotiations and agreements related to development and redevelopment projects.
- 12. Direct and oversee special studies; prepare and present reports and recommendations to the City Manager and City Council.
- 13. Represent the department to internal and external stakeholders; coordinate activities with other City departments and public agencies.
- 14. Respond to and resolve sensitive inquiries, complaints, and issues from the public and community groups.
- 15. Participate in and support community outreach, marketing, and communication strategies to promote development initiatives.
- 16. Partner with educational institutions and workforce agencies to align workforce development with local business needs and emerging industries.
- 17. Attend and participate in professional meetings and conferences; stay informed of trends, technologies, and legislative updates affecting planning and development.
- 18. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Comprehensive principles and practices of community and economic development, planning, building inspection, and housing.
- Operations, services, and activities of comprehensive community and economic development programs.
- Advanced principles and practices of engineering.
- Urban planning, zoning, environmental review, redevelopment, and public/private partnerships.
- Economic development strategies, business retention/attraction, and real estate market trends.
- Municipal government functions, operations, and budgetary processes.
- Public relations, marketing strategies, and communications.
- Federal, state, and local laws, codes, and regulations affecting community and economic development.
- Emerging trends in the digital economy and their impacts on land use, business attraction, and workforce needs.
- Methods of research, analysis, and performance measurement.

Ability to:

- Lead and manage a multidisciplinary department with diverse service areas.
- Develop, implement, and manage department goals, objectives, and budgets.
- Inspire and direct staff; delegate effectively while maintaining accountability.
- Establish and maintain positive relationships with developers, community members, staff, elected officials, and business leaders.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR (CONTINUED)

- Utilize data and performance metrics to guide policy decisions, monitor project success, and recommend program improvements.
- Negotiate and administer contracts and development agreements.
- Prepare clear and concise reports, correspondence, and presentations.
- Analyze problems and develop sound solutions in support of strategic objectives.
- Communicate effectively both orally and in writing.

Education and Experience Guidelines

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, planning, economics, or a related field.

Experience:

Six years of increasingly responsible economic and/or community development experience including three years of management and administrative responsibility.

License or Certificate:

Possession of, an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Exempt

Created: April 2025

This class specification identifies the essential functions typically assigned to positions in this class. Other duties <u>not described</u> may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 13, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Cole, Interim City Attorney DC

SUBJECT: REJECTION OF CLAIM: JOSE EFREN GRAJEDA

RECOMMENDED ACTION

It is recommended that the City Council reject the claim submitted by JOSE EFREN GRAJEDA.

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

ATTACHMENTS

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 13, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bessie Marie Scott, City Manager

SUBJECT: Antioch Police Oversight Commission Appointment for one partial-

term vacancy expiring November 2025

RECOMMENDED ACTION

It is recommended that the Mayor nominate the candidate for appointment and the City Council adopt a resolution approving the Mayor's appointment of *[name of appointee]* to the Antioch Police Oversight Commission for the partial-term vacancy expiring November 2025.

FISCAL IMPACT

There is no fiscal impact as all positions are voluntary. However, the General Fund has a budget to provide funding for the Antioch Police Oversight Commission's ("Police Commission") general operating expenses, training, continuing education, and public outreach and events. There will also be expenses associated with staff time dedicated to working with the Police Commission.

DISCUSSION

On May 24, 2022, the Antioch City Council adopted Ordinance No. 2212-C-S that created the Police Commission. The purpose of the Police Commission is as follows:

- The Police Commission is to strengthen trust, transparency, accountability, and police-community relations in the City of Antioch by ensuring that the Antioch Police Department's policies, practices, and customs meet or exceed national standards of constitutional policing.
- The Police Commission shall advise the City Council, City Manager, and Chief of Police on the administration of the Antioch Police Department and on policy matters concerning public safety within the City of Antioch. The Police Commission shall facilitate community participation and oversight by reviewing and recommending policies, procedures, practices, and programs designed to result in community policing that is effective, responsive, and sensitive to the diverse needs of the residents of the City.

- The Police Commission shall promote and encourage open communication and cooperation between the Antioch Police Department and residents of the City, recognizing that policing the City of Antioch is a shared responsibility.
- The Police Commission shall develop, review, and make policy recommendations aimed at informing the community of its rights and responsibilities when interacting with police officers.

In general law cities where the mayor is an elective official pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees, unless otherwise specifically provided by statute. Under Antioch Municipal Code §2-5.201, the mayor shall nominate candidates for membership on all boards and commissions. Nominees shall be appointed to each board and commission upon receiving approval of at least a majority vote of the city council.

The City Clerk's Office advertised to fill the one partial-term vacancy expiring on November 30, 2025, in the usual manner. Six applications were received during the recruitment period ending March 28, 2025. One applicant withdrew their application. Five applicants were interviewed by Mayor Bernal, Antioch Police Oversight Commission Chair Porshe Taylor, and City Manager Bessie Marie Scott.

The City Council shall strive to appoint members as listed in Ordinance No. 2212-C-S (Attachment C).

The applicants are as follows:

- Joe Mitchell
- Amanda Sanders
- Salvatore Sbranti
- Manuel Rostran
- James Lantern
- Alicia Okoh Withdrew

Mayor Bernal is nominating Joe Mitchell to the Antioch Police Oversight Commission for the partial-term vacancy, expiring in November 2025.

ATTACHMENTS

- A. Resolution
- B. Applications
- C. Ordinance No. 2212-C-S

RESOLUTION NO. 2025/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPOINTING [INSERT NAME OF APPOINTEE AFTER APPOINTMENT] TO THE ANTIOCH POLICE OVERSIGHT COMMISSION FOR ONE PARTIAL-TERM VACANCY EXPIRING NOVEMBER 2025

WHEREAS, the Antioch City Council adopted Ordinance No. 2212-C-S creating the Antioch Police Oversight Commission ("Police Commission") at its May 24, 2022 Council Meeting;

WHEREAS, the City Clerk's Office made announcements and accepted applications for the one partial-term vacancy, expiring in November 2025 for the Police Commission;

WHEREAS, Mayor Ron Bernal considered six applications received and interviewed the interested applicants; one applicant withdrew their application;

WHEREAS, Antioch Municipal Code Section 2-5.201 requires the Mayor to nominate candidates for membership on all boards and commissions and requires nominees to receive approval of at least a majority vote of the City Council to be appointed to a board or commission; and

WHEREAS, Mayor Ron Bernal has nominated <u>[insert name of appointee after appointment]</u> to the Police Commission for the partial-term vacancy, expiring November 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the Mayor's appointment of *[insert name of appointee after appointment]* to serve on the Antioch Police Oversight Commission for the partial-term vacancy, expiring November 2025.

* * * * * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of May 2025, by the following vote:

	MELISSA RHODES	
ABSENT:		
ABSTAIN:		
NOES:		
AYES:		

CITY CLERK OF THE CITY OF ANTIOCH

ANTIOCH

MAR 1 2 2025

RECEIVED Community Service Application for:

ANTIOCH POLICE OVERSIGHT COMMISSION

One (1) Partial-Term Vacancy, expiring November 2025

*Required field		Deadline: 5:00	o.m., March 28, 202	5
	APPLICANT	INFORMATION	■ Youth 14-1	7
*Full Name: Joseph Mitchell		Main Phone:	Alternate Phone:	
*Residence Address:		E-mail Address:		
Employer/School: N/A	Occupati Retired		Resident since: 1990	
	INFORMATI	ON (If applicant is age 1		4
*Full Name:	<u>.</u>	Main Phone:	Alternate Phone:	
*Residence Address:		E-mail Address:		
	*QUESTI	ONNAIRE		
Check ALL that apply - please vi	sit antioches.	govidistrict-electionsi to	o view District Map.	
Resident of: District 1	District 2	District 3	District 4	
Member of: Faith-Based Con	nmunity 🔲 Bu	usiness Community	Antioch School District	t
Please answer the questions bel these questions answered will no to enhance your application).	ot be consider	red. Please attach your	resume (recommende	
1. List (3) main reasons for your m	otivation in joir	ning the Antioch Police Ov	versight Commission.	
Please describe any life work as to contribute to the work of the 0		community volunteer expe	riences that prepare yo	u
3. Please describe your contacts of	r experiences	with the Antioch Police D	epartment.	
4. Please add any other informatio	n/comments th	nat would be helpful in rev	riewing your application.	
	*ACKNOWL	EDGEMENTS		
My signature below indicates my	understandi	ng and acknowledgeme	nt that:	
*This completed application is a	vailable for pul	blic review (youth applicat	ions are exempt).	
*I am NOT a spouse of, or a cur police officer /sworn police office			-sworn employee /sworr	n
*To the best of my ability, I will a twice a month, except in July		_	0 0	JS
Please return completed applicat	tion by:	A	03/12/2025	
Mail to: Office of the City Cle P.O. Box 5007, Antio		*Applicant Signature	*Date	_
In Person: Antioch City Hall-C 200 H Street, 3 rd Fl		**************************************		-
Email to: @gyslerk@antiochca		*Parent/Guardian Sign (An original, signed guardian signature is req	application with paren	ıt/

ADDENDUM TO COMMUNITY SERVICE APPLICATION

Antioch Police Oversight Commission

Submitted by: Joe Mitchell

Date: March 12, 2025

Additional Information to Support My Application

Commitment to Antioch and Public Trust

I have been a proud resident of Antioch since 1990, and I deeply care about the well-being of this city. My motivation for joining the Antioch Police Oversight Commission is rooted in a strong desire to restore public trust in both the police department and city government. I believe that through transparent oversight, community engagement, and fair policing policies, we can strengthen the relationship between law enforcement and the residents they serve.

Experience with the Antioch Police Department

I have had multiple interactions with the Antioch Police Department over the years, including:

- Reporting community concerns, such as vehicle accidents, abandoned cars, and suspicious individuals or vehicles.
- · Volunteering for police-supported community initiatives, including:
- Neighborhood cleanups to enhance public spaces.
- Traffic control for special events, vehicle accidents, and crime scenes, helping ensure public safety.

These experiences have provided me with firsthand insight into the department's strengths and areas for improvement, which I aim to contribute to the oversight process.

Relevant Skills and Experience

My extensive background in sales management, project management, and operations equips me with the skills needed to analyze policies, oversee structured processes, and contribute to decision-making in a fair and effective manner. My experience includes:

 Leadership and Communication: I have successfully managed teams and worked with key clients such as Pacific Gas & Electric, Pixar Animation Studios, and Apple, demonstrating my ability to collaborate with diverse stakeholders.

- Policy Implementation and Oversight: Through my work in sales management, I have experience evaluating systems, ensuring compliance, and improving efficiency, all of which are valuable in reviewing law enforcement policies.
- Community Advocacy: As a member of St. Ignatius Catholic Church and the broader faith-based community, I am committed to ensuring that the police department's policies align with the needs of all community members.

Conclusion

I am committed to serving on this Commission with integrity, fairness, and dedication. My combination of real-world experience, leadership skills, and community involvement makes me well-suited to contribute to the development of policies that enhance police accountability and rebuild public confidence in local government.

I appreciate the opportunity to be considered for this role and look forward to the possibility of making a positive impact on Antioch's future.

Joe Mitchell

CITY OF ANTIOCH Clerk's Department



MAR 1 8 2025

Community Service Application for:

RECEANTIOCH POLICE OVERSIGHT COMMISSION One (1) Partial-Term Vacancy, expiring November 2025

Deadline: 5:00 p.m., March 28, 2025

*Required field		p,, 20, 2020
	LICANT INFORMATION	■ Youth 14-17
*Full Name: Amanda Sanders	Main Phone:	Alternate Phone:
*Residence Address: , Antioch, CA 94509	E-mail Address:	
	Occupation: Affordable Housing Regional Manag	Resident since: 2007
*PARENT/GUARDIAN INFO	ORMATION (If applicant is ag	e 14-17 years)
*Full Name:	Main Phone:	Alternate Phone:
*Residence Address:	E-mail Address:	
(A) ((A) (A) (A) (A) (A) (A) (A) (A) (A	QUESTIONNAIRE	
Check ALL that apply – please visit an	tiochca.gov/district-elections	to view District Map.
Resident of: District 1	District 2 District 3	District 4
Member of: Faith-Based Communi	ty Business Community	Antioch School District
Please answer the questions below or these questions answered will <u>not</u> be of to enhance your application). 1. List (3) main reasons for your motivation.	considered. Please attach yo	ur resume (recommended
Please describe any life work and sign to contribute to the work of the Comm		xperiences that prepare you
3. Please describe your contacts or expe	eriences with the Antioch Police	Department.
4. Please add any other information/com	ments that would be helpful in	reviewing your application.
	KNOWLEDGEMENTS	
My signature below indicates my unde	erstanding and acknowledger	nent that:
This completed application is available	le for public review (youth appl	ications are exempt).
*I am NOT a spouse of, or a current /for police officer /sworn police officer ass	ormer City employee /departme sociation representative.	ent-sworn employee /sworn
*To the best of my ability, I will attend twice a month, except in July/Dece		
Please return completed application by	A:	3/17/25
Mail to: Office of the City Clerk P.O. Box 5007, Antioch CA	*Applicant Signatur	
 In Person: Antioch City Hall-Clerk's 200 H Street, 3rd Floor Email to: cityclerk@antiochca.gov 	*Parent/Guardian Si (An original, signed guardian signature is	d application with parent/
	guardian signature is	oquilou, il a l'illiol)



ANTIOCH POLICE OVERSIGHT COMMISSION

One (1) Partial-Term Vacancy, expiring November 2025 Deadline: By 5:00 p.m., March 28, 2025

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.
- <u>Not</u> 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, 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.

Antioch Police Oversight Commission Application Amanda Sanders March 17, 2025

1. 3 motivations for joining the Commission:

- a. The relationship between APD and the citizens of Antioch has been troubled and contentious as long as I've lived here. It's devolved further in recent years with the trust lost because of the on-duty and off-duty actions of a number of members and former members of APD, the multiple changes in APD leadership, and the divisiveness of recent political campaigns. Scrutiny of the policies and leadership that brought us here is necessary. Communication and conscious deliberation is needed to set better policies and practices for accountability to navigate a way forward to begin to rebuild trust and allow APD to contribute positively to the lives of those who live in and visit Antioch.
- b. The agreement between Antioch and the DoJ, states that the APOC will have at least 5 of 7 members in service "for continuous 2-year periods to enable skills building, continuity, and progress towards the fulfillment of the reforms set forth in this Agreement." The City Council recently suspended meetings of the APOC due to openings on the Commission. I feel that it is in the City's best interest to fill the openings and resume regular meetings of the APOC as soon as possible so that we can begin to meet the requirements of the DoJ Agreement and support reform in the APD to benefit the City as soon as possible.
- c. I want to see Antioch become better, and I believe it has the potential to be a nurturing place for people to live, work, visit, and thrive. I see that a lot of people are dissatisfied with things that have happened and are unhappy with the way things are currently being addressed. I have lived here 18 years and would like to contribute to finding a path forward and building a better future.

2. Life work and volunteer experiences in preparation to contribute:

I have spent 22 years in the affordable housing industry, adhering to the many, and often-changing, Federal, State, and local regulations and laws that govern this industry. One of my several professional certifications, and one I hold with a great sense of duty, is that of Fair Housing Coordinator. Those in my industry have a legal obligation to act in a way that does not discriminate against people because of their characteristics that include the 7 Federally-protected characteristics of Race, Familial Status, Religion, Color, Disability, Sex/Gender/Gender Identity, and Nationality. We are also called to prevent discrimination by disparate impact — setting policies that have an adverse effect despite not having a discriminatory intent or wording. The State of California

adds a host of additional protected classes to the Federal ones, the broadest preventing discrimination for "any arbitrary characteristic." I have worked with and served the most vulnerable populations, including disabled, seniors, minorities, and the homeless. I work hand-in-hand with Services providers, maintenance staff, site staff, Cities, Counties, and emergency services to maintain the housing of low-income tenants. I advocate for my tenants, my co-workers, my industry, and for those who do not have the affordable housing they need because the supply is so limited.

My introduction to Antioch was in 2007, when I moved here to be the Property Manager of an apartment community on Sycamore Avenue, now called Riverstone, that was being remodeled and converted from market to affordable housing. California requires a management representative to live onsite for rental properties over 16 units, and I was the only staff member willing to live there because of the neighborhood. The police calls for service for that property in the year prior to my arrival were pretty horrific. Our painting crew was held up at gunpoint while we were working on the renovations. A brand-new air conditioner we installed was shot and had to be replaced. We hosted APD in a couple vacant apartments so they could conduct sting operations. We put in a lot effort, made a lot of changes, started a Neighborhood Watch, and spent a lot of money. Over the next year, the calls for service at our property dropped to less than half, and the reasons for the calls were very different. Making a change is hard, but it's possible. My husband and I bought a house in Antioch in 2007, though I couldn't move in for awhile because of my commitment to the property on Sycamore. I moved on to a Regional position in 2009 and have supervised similarly challenged properties all over the Greater Bay Area since. I want for as many people as possible to have a home that they can feel proud of and feel that themselves and their loves ones are safe and have an opportunity to achieve their goals and dreams. That means having a thriving city around them, with businesses, parks, and organizations that contribute to the lives of those there. Several of the companies I have worked for, including the current one, are nonprofits. I have also done volunteer work at shelters, food distribution, schools, parks, faith-based organizations, polling places, and many others.

3. Contacts & experiences with APD:

a. When I was Property Manager at Riverstone on Sycamore, I worked with APD a lot. I attended monthly apartment manager meetings with APD, sometimes at the police station. I worked with Community Services Officers to get reports on the calls for service, start up a Neighborhood Watch, bring officers in the speak at Community Meetings and attend National Night Out. There was a lot of police activity on the property that first year: SWAT teams doing parole checks, detectives looking for people, arrests or people being detained, our to report crimes or request assistance, police requesting footage, and pursuit of suspects through the property. Some interactions were positive, some were not. Some officers were easy to work with, and others were not.

- b. In the first few years after we bought our house, my husband was stopped and questioned by police several times while walking in our neighborhood for suspicion of breaking curfew. That still doesn't seem to me like a great use of time or resources.
- c. I called the police for assistance at my home once when my mother-in-law was being abusive to a family member. The responding office was not terribly helpful but did manage to convince her to leave without further incident.
- d. I have supervised other affordable housing properties in Antioch over the years, though don't currently, and have sometimes needed to call for assistance, make police reports, request copies or reports, give witness statements, respond to allegations, provide footage, etc.
- e. I have called the non-emergency number many times to report things such as vehicles appearing to gather for a sideshow, a vehicle accident that just occurred, or a person who was clearly inebriated of unwell walking down the middle of the street in the dark.

Additional information:

I really would like to help Antioch become a better place for everyone. I keep up on local news, and have taken the time to read the actual DoJ agreement and review the redacted County DA reports on the Racial Justice Act investigation. I don't rely only on news stories, articles, or other peoples' word or social media posts.

Through my work, I have been involved in many legal cases and investigations. I have given testimony, been deposed, and have had to respond to warrants, discovery, and interrogatories. I'm familiar with the legal process in civil and criminal cases. I understand a lot of legal concepts, especially related to liability, contract law, and damages.

I believe that good procedures, processes, training, and follow-up are necessary to protect people, to best serve a community, and to limit liability and exposure.

CITY OF ANTIOCH Clerk's Department MAR 21 2025 RECEIVED

ANT	IOCH		Community Se	rvice Application for:
CALIF	ORNIA	The state of the s	AND RESIDENCE OF THE PARTY OF T	SIGHT COMMISSION
CIPPORTUNI	TV LIVES HERE	One (1) Par	TATION OF THE PARTY OF THE PART	xpiring November 2025 0 p.m., March 28, 2025
Required field	residual as 20	ARRIVO AVE	INFORMATION	
"Full Name:		AFF CECOMI	Main Phone:	Alternate Phone:
*Residence A	The state of the s			
Residence A	Antioch	, Ca	E-mail Address	
Employer/Sch	ool:	Occupati		Resident since:
USS/Posco In		Retired 1	V.P. Operations UPI CN (if applicant is age	1974
*Full Name:			Main Phone:	Alternate Phone:
		MERCHANIS	()	()
*Residence Ad	dress:		E-mail Address:	
		QUESTO	ONNAIRE	
Check ALL th	at apply - please	e visit antiochca.	gov/district-elections	lo view District Map.
Resident of:	District 1	District 2	District 3	District 4
the distance of the Party	C Granier .			
Member of: Please answe these question to enhance you I. List (3) main E. Please desc	Faith-Based or the questions answered will our application). In reasons for your ribe any life work	Community Be below on a sepa I not be consider or motivation in joi k and significant of	red. Please attach you	Antioch School District ich. Applications without ur resume (recommended Oversight Commission. experiences that prepare you
Member of: Please answe these question to enhance yo I. List (3) main L. Please desc to contribute I. Please desc	Faith-Based or the questions as answered will bur application). In reasons for you cribe any life work of the work of the ribe your contact.	Community Be below on a sepa I not be consider motivation in joi k and significant one Commission.	rate sheet(s) and atta red. Please attach you ning the Antioch Police community volunteer as with the Antioch Police	och. Applications without our resume (recommended Oversight Commission. experiences that prepare your a Department.
Member of: Please answe these question to enhance yo 1. List (3) main 2. Please desc to contribute 3. Please desc	Faith-Based or the questions as answered will bur application). In reasons for you cribe any life work of the work of the ribe your contact.	Community Be below on a sepa I not be consider motivation in joi k and significant one Commission.	rate sheet(s) and atta red. Please attach you ning the Antioch Police community volunteer as with the Antioch Police	nch. Applications without our resume (recommended Oversight Commission. experiences that prepare you
Member of: Please answe these question to enhance yo 1. List (3) main 2. Please desc to contribute 3. Please desc to please desc	Faith-Based or the questions answered will ur application). In reasons for you cribe any life work of the work of the ribe your contact any other information.	Defow on a separation of the consider of the consider of the consider of the consider of the commission. The commission of the commission	rate sheet(s) and atta red. Please attach you ning the Antioch Police community volunteer or with the Antioch Police hat would be helpful in EDGE/ISE/IS	och. Applications without or resume (recommended Oversight Commission. experiences that prepare you a Department. reviewing your application.
Member of: Please answerthese question to enhance you. List (3) main. Please description on tribute. Please description of the please add. If y signature b.	Faith-Based or the questions answered with a reasons for your ribe any life work of the work of the your contact any other information indicates.	below on a sepa I not be consider I not be consider I motivation in join it and significant one Commission. Its or experiences ation/comments if AGKNOWIE my understandin	rate sheet(s) and atta red. Please attach you ning the Antioch Police community volunteer en with the Antioch Police half would be helpful in an and acknowledger	ach. Applications without ur resume (recommended Oversight Commission. experiences that prepare you a Department. reviewing your application.
Member of: Please answerthese question on the property of the	Faith-Based or the questions answered will ur application). In reasons for you cribe any life work of the work of the work of the your contact any other information in the application is	below on a separation of the consider motivation in joint in a separation of the consider motivation in joint in a separation of the commission. Its or experiences atton/comments the commission of the comments of the comme	rate sheet(s) and atta red. Please attach young the Antioch Police community volunteer en with the Antioch Police half would be helpful in 2004/12/13 ng and acknowledger blic review (youth appli	och. Applications without ur resume (recommended Oversight Commission. experiences that prepare you a Department. reviewing your application. ment that: ications are exampt).
Member of: Please answerthese question to enhance you. List (3) main. Please description on the please description. Please add. This complete the please add. This complete the please add.	Faith-Based or the questions answered will ur application). In reasons for you cribe any life work of the work of the work of the ribe your contact any other information in the depolication is spouse of, or a	below on a separation of the consider motivation in joint in a separation of the consider motivation in joint in a separation of the commission. Its or experiences atton/comments the commission of the comments of the comme	rate sheet(s) and atta red. Please attach young the Antioch Police community volunteer en with the Antioch Police half would be helpful in 2003/18218 ng and acknowledger blic review (youth appli ty employee /department	och. Applications without ur resume (recommended Oversight Commission. experiences that prepare you a Department. reviewing your application. ment that: ications are exampt).
Member of: Please answer these question to enhance you List (3) main Please desc to contribute Please add y signature b This comple Tam NOT a police office To the best	Faith-Based or the questions as answered will ur application). In reasons for you cribe any life work of the ribe your contact any other information in the police of the work of the application is spouse of, or a configuration of the police of the	below on a separation of the consider motivation in joint in a separation of the consider motivation in joint in a separation of the commission. Its or experiences atton/comments the commission of the comments of the comment in a separation of the consider association of the consideration of the consid	rate sheet(s) and attained. Please attach young the Antioch Police community volunteer enwith the Antioch Police half would be helpful in 2002 MERTS in and acknowledger blic review (youth applicative representative.	ach. Applications without our resume (recommended of Oversight Commission. Experiences that prepare your application. The Department of the prepare your applications are exampt). The Department of the prepare your applications are exampt).
Member of: Please answe these question to enhance yo 1. List (3) main 2. Please desc to contribute 1. Please add	Faith-Based or the questions as answered will ur application). In reasons for you cribe any life work of the ribe your contact any other information in the police of the work of the application is spouse of, or a configuration of the police of the	below on a separation of the consider of the consider of the consider of the consider of the commission. The commission of the commission	rate sheet(s) and attained. Please attach young the Antioch Police community volunteer enwith the Antioch Police had would be helpful in and acknowledger blic review (youth applicative employee /department representative.	ach. Applications without our resume (recommended of Oversight Commission. Experiences that prepare your application. The Department of the prepare your applications are exampt). The Department of the prepare your applications are exampt).
Member of: Please answe these question to enhance yo I. List (3) main Please desc to contribute I. Please desc I. Please add II signature b II am NOT a police office II to the best twice a more lease return c Mail to: Offi	Faith-Based or the questions as answered with a polication). In reasons for you mibe any life work of the ribe your contact any other information in the polication is spouse of, or a configuration of the worm police of the policy. I winth, except in Junta, except	Defow on a separation of the consider of the consider of the consider of the consider of the commission. The commission of the commission	rate sheet(s) and attained. Please attach young the Antioch Police community volunteer enwith the Antioch Police had would be helpful in and acknowledger blic review (youth applicative employee /department representative.	och. Applications without ur resume (recommended of Oversight Commission. experiences that prepare your application. The Department of Depart
Member of: Please answe these question to enhance you List (3) main Please desc to contribute Please add y signature be "This comple "I am NOT a police office "To the best twice a more lease return of Mail to: Offi P.C. In Person: A	Faith-Based or the questions answered will bur application). In reasons for you cribe any life work of the work of the work of the ribe your contact any other information in the polication is spouse of, or a configuration of my ability. I will the except in Justice of the City Completed application of the City Completed will be considered application of the City Completed will be considered application of the City Completed will be considered will be considered with the city Completed will be considered with the considered will be considered will be considered will be considered with the considered will be considered will be considered will be considered with the considered will be considered with t	below on a separation of the consider of the consider of the consider of the consider of the commission. The commission of the commission	with the Antioch Police community volunteer en with the Antioch Police half would be helpful in 20(4) Antioched experience of the police helpful in 20(4) Antioched experience of Police Oversight Cyhen meetings occur	och. Applications without ur resume (recommended of Oversight Commission. Experiences that prepare your application. The Department of Depart

1. List (3) main reasons for your motivation in joining the Antioch Police Oversight Commission.

- a. I have lived in the City of Antioch since 1974 and at my present address since
 1978. I have seen this city become crime ridden over those years.
- b. I was very upset when it was determined that the people we expect to protect and serve us were profiling and ruthlessly harming citizens of our community.
- c. Since retirement I have spent time trying to improve our community. I believe we need a police department with impeccable integrity overseeing our community. Also, for all of our City Leadership.

2. Please describe any life work and significant community volunteer experiences that prepare you to contribute to the work of the Commission.

- a. I was a member of the first Measure C oversight commission which found that the monies collected were not all going to the Police Department as our City Council had assured us they would. Allocations to other departments went up significantly.
- b. I joined the Antioch Rotary Club and started doing volunteer work to improve our city. Some of what we did is:
 - i. Rebuild benches at the City Marina
 - ii. Rebuild the Antioch Little League parks (over \$20,000
 - iii. Help with many other community projects Clean ups, etc.
 - iv. I started working with AUSD and developed 3 programs to help our Antioch Youth.
 - 1. "Day of Empowering Girls" a day of empowerment for all 8th grade girls in the city of Antioch.
 - Kings Conference where 150 "at risk" African American males, grades 7 through 12 participate in an all-day program with deep in depth discussions with their peers, led by Bridge Builders of the Next Generation.
 - 3. "Boys in Action" program for all 8th grade boys at AUSD patterned after the Kings Conference program.
 - 11,500 students have gone through "Day of Empowering Girls since 2015, Over 600 students through the Kings Conference since 2019, and over 750 students through the "Boys in Action" Program started in 2024.
- c. I was on the board of United Saving Federal Credit Union
- d. I was on the Board of Lone Tree Golf & Event Center twice for 12 years
- e. I was President of the Antioch Rotary Club 2018/2019 term.

f. I am on the CBOC Oversight Committee monitoring spending on Measure B that was just passed

3. Please describe your contacts or experiences with the Antioch Police Department.

- a. When I was on the Measure C oversight Commission we worked with Allan Cantando and Tammany Brooks mainly.
- b. I am friends with both men and their spouses.
- c. I am good friends with retired (10 years I think) Police Lieutenant Rick Marchoke.
- d. Jim Trezza former Antioch Police Officer grew up with me in Pittsburg California and then lived next door to me for 40 years.
- 4. Please add any other information/comments that would be helpful in reviewing your application.
 - a. I am very organized and deliberate in reviewing facts and data
 - b. I was Awarded "Citizen of the Year" in 2017
 - c. I am known throughout the community by many people



Antioch, Calif 94509 Home: Cell email:

Salvatore S. Sbranti

Objective: To be a contributing member of the city of Antioch. I want to be able to use my technical and leadership skills to improve Antioch.

Professional Experience:

1992 to 2013 Vice-President Operations USS/POSCO Industries

Responsible for Safety, Environmental, Engineering, Operations, Maintenance at UPI

1971 to 1992

Progressed through various maintenance, then operating positions. I was Division Manager of the \$450 Million Modernized Rolling Division prior to my appointment Vice-President of Operations

Since Retirement

On Board of Lone Tree Golf and Event Center for 12 years (no longer on)
On Board of United Savings Federal Credit Union (no longer on)
Active Member of Antioch Rotary Club since 2014 and President 2018/2019
Co-Coordinator of Antioch Rotary's "We Empower" Programs - continuing
Member of Measure C oversight Commission – Off in 2015
Chairman of Citizen Oversight Committee for AUSD Measure B

Education

California Polytechnic State University
Bachelor of Science – Electronic Engineering

Continuing Education

15 units toward MBA at Golden Gate University

Center for Creative Leadership – Leadership at the Peak

Six Sigma Problem Solving Program

Mahler Advanced Management Skills Program

Tennessee and Associate International Process Management

Management Action Program

Steven Covey Leadership Seminar

American Management Association – Presidents Group

Dale Carnegie – Effective Speaking and Human Relations

USS - Quality Management Program

USS – Technical Courses:

Hot Rolling Technology Cold Rolling Technology

USS – Basic Management Program Facilitation Leadership Training Coaching Skills Training

Accomplishments

- Improved OSHA Recordable injury frequency from 17.2 to 2.0 during my tenure as VP
- Lead the continuous improvement process at UPI all major facilities had increases in yield and productivity
- Established the program for hiring and developing managers (training in both technical and interpersonal skills) at UPI
- Transformed traditional Maintenance Organization to a first class Reliability based Organization
- Established a new "wage" hiring procedure utilizing written tests, bench tests and 5 interviews
- Developed and implemented a 360 degree appraisal system being used at UPI
- Initiated a Team based process using 5 "wage" Division Facilitators who worked full time on "Teams" at UPI
- Spearheaded the "MBO" program at UPI using the Mahler process called "RIO's"
 Responsibilities, Indicators, Objectives
- Developed and lead the "New (< 2 years) Manager" quarterly training program
- Work directly with the President and his other direct reports, to formulate company Strategy
- Attend and made presentations at all Management Committee Meetings normally 4 per year
- Improved UPI's Quality Rating in the trade to #1 according to the Jacobsen survey

CITY OF ANTIOCH Clerk's Department



MAR 1 1 2025

Community Service Application for:

RECEIVED ANTIOCH POLICE OVERSIGHT COMMISSION

One (1) Partial-Term Vacancy, expiring November 2025

Deadline: 5:00 p.m., March 28, 2025

*Required field		,
	PPLICANT INFORMATION	■ Youth 14-17
*Full Name:	Main Phone:	Alternate Phone:
Manuel Rostran		()
*Residence Address:	E-mail Address:	
Employer/School:	Occupation:	Resident since:
City of Oakley Police Department	CPES/CSI	2011
	INFORMATION (If applicant is ag Main Phone:	Alternate Phone:
*Full Name:	()	()
*Residence Address:	E-mail Address:	
	*QUESTIONNAIRE	
Check ALL that apply – please visi	t antiochca.gov/district-elections	to view District Map.
Resident of: District 1	District 2 District 3	District 4
Member of: Faith-Based Comr	nunity Business Community	Antioch School District
 to enhance your application). List (3) main reasons for your more. Please describe any life work and to contribute to the work of the Co. Please describe your contacts or Please add any other information. 	I significant community volunteer e ommission. experiences with the Antioch Police	experiences that prepare you experiences that prepare you
	ACKNOWLEDGEMENTS	
My signature below indicates my u		ment that:
*This completed application is ava		
*I am NOT a spouse of, or a curre police officer /sworn police office *To the best of my ability, I will att	nt /former City employee /departm r association representative	ent-sworn employee /sworn commission regular meetings
Please return completed application	on by:	- 3/11/25
• Mail to: Office of the City Clerk P.O. Box 5007, Antioc	ADDIICANI SIGNALA	re *Date
 In Person: Antioch City Hall-Cle 200 H Street, 3rd Floor 		ignature *Date
Email to: <u>cityclerk@antiochca.g</u>	44 1 1	d application with parent/

Answers to questions on application form:

Question 1. Three main reasons for wanting to join the commission.

Serve the community I live in

Help with the relationship of the Police Department and the community (bridge the gap)

Apply any prior and current police interaction and knowledge in the field of public service.

Question 2. I served the City of Antioch as a volunteer in police services from 2009 – 2017. Please see attached certificates of service and letters of recognition for my work in the City of Oakley as well.

Question 3. Contacts or experiences with APD

While working as a volunteer I was in contact with many APD officers every time I was out on the field providing services to the community. I interacted with many officers during that time and participated in multiple ride-a-longs to learn how APD serves and interacts with the public.

I had one main encounter with APD in 2009, it was a bad time in my life and was going through a lot of personal issues. During that encounter the officer had every opportunity and reason to take me to jail for the situation that prompted the encounter and instead of taking me to jail that officer took me home, spoke to me like a human being in need and counselled me and gave me some advice. After that encounter I started to view police officers in a different light and that's what lead me to start serving first as a volunteer and now in my current job dedicated to a life of service.

Manuel S. Rostran

Antioch, CA 94509

Objective

To expand my horizons in the field of forensics.

Qualifications

Certified Property & Evidence specialist. Completed courses in Crime scene photography (2016) and Crime Scene Investigations (2017).

Work History

August 2015-Present

City of Oakley Police Department

Oakley, CA

PSA/Property & Evidence technician

As a PSA I provide a variety of non-sworn technical and administrative law enforcement support services in the areas of parking enforcement, traffic and crowd control, vehicle abatement, prisoner booking and transportation, responding to assigned calls for service, writing reports, fingerprinting, and narcotics offender/sex offender registrations, records assistance, evidence processing/handling, preparing cases for District Attorney review. I also provide field training for all newly employed PSAs.

In the Property & Evidence side duties include but are not limited to the following: Overseeing, monitoring and maintaining received property and evidence to secure all items of theft, loss or contamination and in accordance with all "chain of custody" regulations as well as pertinent codes, laws and best practices. Logging, classifying and storing a variety of physical evidence as well as found and confiscated property. Tracking, maintaining and ensuring said property is available and untainted for court presentations, returning to owners and disposing all unclaimed property and evidence in a safe and lawful manner in accordance to all laws and regulations. Transport physical evidence to crime laboratories upon request, document all activity in order to maintain the chain of custody. Processing crime scenes and collecting and preserving all evidence accordingly. Maintain both the Evidence storage room as well as the officer's evidence processing room and keep them clean and well organized as well as overseeing the ordering of supplies needed in order to do so.

October 2009-April 2017 City of Antioch Police Department

Volunteer in Police Services

Policing and patrolling streets, parking lots, parks and neighborhoods. Enforcing traffic violations, vacations house checks, traffic control, securing crime scenes. Enforcing vehicle codes such as abandoned vehicles and illegal boat and trailer parking as well as recreational vehicles. Coordinating the monthly Neighborhood Cleanup sponsored by Antioch PD.

November 2011-August 2015

Plumbing Products Group

Hayward, CA

Inside sales/Customer service

Excelled as sales associate and customer service representative for a manufacturer's representative firm in the field of commercial and residential plumbing supplies.

November 2004-January 2007

WHCI, Inc.

Union City,

CA

Inside/Outside sales, Customer Service

Conducted inside and outside sales operations for a plumbing wholesale company. Acquiring orders personally and over the phone, expediting such orders to meet all customer's needs. Shipping and receiving as well as inventory duties.

July 2003-October 2004

Josam Manufacturing Co.

Michigan

City, IN

Inside Sales/Customer service

Conducted inside sales and customer service duties for a Manufacturer of commercial plumbing supplies. Acquiring direct order from wholesale supply companies and expediting such orders. Shipping, receiving and inventory control duties.

January 1988-March 2001 Glendon Co. Francisco, CA

South San

Sales/Operations manager. Customer service

Performed all aspects of managerial duties, sales, inventory control, ordering supplies, shipping and receiving. Acquiring orders from customers and expediting such orders while overseeing a crew of 10 or more employees for a Plumbing supplies manufacturer's representative.

Education

September 1987-January 1989 College of San Mateo Mateo, CA

San

Medical Assistant

2 years of medical assisting courses and General Education towards a bachelor's degree. 3.34 overall GPA throughout, made Dean's list 2 times during this period. *Transcripts available upon request.

February 1984-June 1987 South San Francisco High School Francisco, CA

South San

High School Diploma

Honors at graduation, certificates of Award for English Accomplishment, Excellence in Geometry and Athletics.

Languages

Fluent in both English and Spanish.

Accreditation

IAPE certified Property and Evidence specialist

See attached certificates

References

Available upon request.

3000 HOUR CLUB

Awarded to

Manuel Rostran

April 9, 2016

Allan Cantando, Chief of Police

Don LaDue, Volunteer Coordinator

evor Schnitzius, Volunteer Coordinator

ANTIOCH POLICE DEPARTMENT VOLUNTEER RECOGNITION

Presented to

Volunteers in Police Service Manuel Rostran

In recognition of your personal commitment and dedication

April 29, 201

Lt. Don LaDue, Volunteer Coordinator

Tammany Brooks, Interim Chief of Police

Lt. Trevor Schnitzius, Volunteer Coordinator



CERTIFICATE OF RECOGNITION

Manuel Rostran

Police Services Assistant

On behalf of the California State Senate, the people of the Seventh Senate District, and in recognition of the establishment of the Oakley Police Department, I thank you for your commitment to your community and commend you on your dedication to protecting and serving the citizens of Oakley, California.

Congratulations!

May 10, 2016

over M.

Steven M. Glazer California State Senator, District 7 COMMITTEES
CHAIR: TRANSPORTATION
ACCOUNTABILITY AND
ADMINISTRATIVE REVIEW
INSURANCE
VETERANS AFFAIRS

CHAIR: SELECT COMMITTEE ON IMPROVING BAY AREA TRANSPORTATION SYSTEMS

WEBSITE www.assembly.ca.gov/frazier

Assembly California Legislature



STATE CAPITOL P.O. BOX 942849 SACRAMENTO, CA 94249-0011 (916) 319-2011 FAX (916) 319-2111

DISTRICT OFFICES
1261 TRAVIS BOULEVARD, SUITE 110
FAIRFIELD, CA 94533
(707) 399-3011
FAX (707) 399-3030

150 CITY PARK WAY BRENTWOOD, CA 94513 (925) 513-0411 FAX (925) 513-3511

May 10, 2016

Mr. Manuel Rostran Police Services Assistant Oakley Police Department 3231 Main St. Oakley, CA 94561

Dear Mr. Rostran:

On behalf of the 11th Assembly District, it is my honor to congratulate you as you are sworn in as an inaugural member of the City of Oakley's Police Department.

As a former Mayor of Oakley and current resident, I join my Oakley neighbors in welcoming you as you assume this vital role in our community. Thank you for your dedication to uphold justice and protect the innocent as you safeguard our community. I am certain the people of Oakley will benefit greatly from your commitment to service, to duty, and to public safety.

Again, please accept my warmest welcome as you settle into your new position. Please contact me at (925) 513-0411 if my staff or I may ever be of service to you, your fellow officers and those you serve.

IIM BRAZIER

Sincerely.

Assemblymember, 11th District

JERRY MCNERNEY

COMMITTEE ON ENERGY AND COMMERCE

> COMMITTEE ON VETERANS' AFFAIRS



Congress of the United States Bouse of Representatives

Washington, DC 20515-0509

May 10, 2016

WASHINGTON, DC OFFICE: 2265 RAYBURN HOUSE OFFICE BUILDING WASHINGTON, DC 20515 (202) 225-1947

STOCKTON DISTRICT OFFICE: 2222 GRAND CANAL BOULEVARD, #7 STOCKTON, CA 95207 (209) 476-8552

> ANTIOCH DISTRICT OFFICE: 4703 LONE TREP WAY ANTIOCH, CA 94531 (925) 754 0716

Manuel Rostran Oakley Police Department 3231 Main Street Oakley, CA 94561

Dear Mr. Rostran,

I would like to take this opportunity to congratulate you as you embark on this journey with the new City of Oakley Police Department. Although I am unable to attend today's swearing in ceremony, I send you my very best wishes for an enjoyable event.

Known as "A Place for Families in the Heart of the Delta," Oakley has grown considerably since it was incorporated in July of 1999. Although the city is one of California's youngest cities, its residents have continually demonstrated their commitment to family and community. I applaud your dedication to making the City of Oakley a safer place for all who live and work there.

As our community faces new and diverse challenges, I am certain the knowledge and experience you have gained in your past endeavors will serve you well with the Oakley Police Department. Your service with the Department will continue to make a positive difference in the lives of many individuals and families in the City of Oakley and Contra Costa County.

Again, I send my warmest regards. I look forward to working with you in the months and years ahead.

Sincerely,

Jerry McNerney

Member of Congress

PAGE 10x2

ANTIQCH CITY OF ANTIOCH OCT ANTIOCH OCT AN ANTIOCH

Community Service Application for:

MATIOCH POLICE OVERSIGHT COMMISSION

Two (2) Vacancies, expiring November 2027

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

Required field				
		APPLICANT	INFORMATION	■ Youth 14-17
*Full Name:	1		Main Phone:	Alternate Phone:
	S LANTER	ζ		
*Residence Ad	dress:	AMOCHER.	E-mail Address:	
Employer/Scho	ool:	Occupat	tion:	Resident since:
STATE.	FORM INS.	SELF	- EMPLOYED INSI	1962
A COLUMN TO THE REAL PROPERTY OF THE PARTY O	PARENT/GUARD	IAN INFORMAT	ION (If applicant is ag	
*Full Name:			Main Phone:	Alternate Phone:
*Residence Ad	ldress:	and the system of the system o	E-mail Address:	
		7,000,000	IONNAIRE	
Check ALL th	at apply - please	e visit <u>antiochca</u>	.gov/district-election	si to view District Map.
Resident of:	District 1	District 2	District 3	☐ District 4
Member of:	VFaith-Based (Community B	usiness Community	Antioch School District
to contribut 3. Please des	te to the work of the cribe your contact	he Commission. ts or experiences	s with the Antioch Police	experiences that prepare you be Department. In reviewing your application.
			EDGEMENTS	
- / -			ing and acknowledge	
Lucial /			ublic review (youth app	
police office	cer /sworn police	officer associatio	n representative.	nent-sworn employee /sworn
twice a m	onth, except in	July/December,	when meetings of cu	only once. 3/21/9
Please return	completed appl	ication by:		10/1
	office of the City P.O. Box 5007, A	P7 (P2)		*Date
	Antioch City Ha 200 H Street, 3° cityclerk@antioch	Floor	*Parent/Guardian ! (An original, signature is	ed application with parent

MAR 2 8 2025

James Lanter - Police Oversight Commision

Question 1 -

- 1 I believe the oversight commission is a vital part or the city learning about the police department.
- 2 I believe transparency is needed to bridge the police department and the citizens of Antioch.
- 3 I think this commission could be a vessel to bring a more positive experience to our youth by inviting them to the meetings. Giving the youth an opportunity to address their concerns. Something the City has not done in the past.

Queston 2

I am active member of the Antioch Chamber of Commerce.

I have been a past member (3) years of the Economic development Commission.

I am active in civic functions and the downtown business groups Question 3

Mo specific contact other than supporting the PAL program. I have attended meeting with past Police Chiefs under the neighborhood watch program.

Question 4

62 year resident, live in district 1. Would like to work with District 1 councilwomen Torres Walker with youth programs to help the youth be more involved in our city.



MAR 2 8 2025

Community Service Application for:

RECENTIOCH POLICE OVERSIGHT COMMISSION

OPPORTUNITY LIVES HERE

*Required field

One (1) Partial-Term Vacancy, expiring November 2025

Deadline: 5:00 p.m., March 28, 2025

APPLICANT	INFORMATION	■ Youth 14-17
*Full Name: Aflicia Okoh	Main Phone:	Alternate Phone:
*Residence Address: A	E-mail Address: /	
	althrave consultar	0000
*PARENT/GUARDIAN INFORMAT		4-17 years)
*Full Name:	Main Phone:	Alternate Phone:
*Residence Address:	E-mail Address:	y-
*QUEST	TONNAIRE	
Check ALL that apply - please visit antiochca	a.gov/district-elections/ to	view District Map.
Resident of: District 1 District 2		District 4
Member of: Faith-Based Community	usiness Community	Antioch School District
 Please answer the questions below on a separate sheet(s) and attach. Applications without these questions answered will not be considered. Please attach your resume (recommended to enhance your application). List (3) main reasons for your motivation in joining the Antioch Police Oversight Commission. Please describe any life work and significant community volunteer experiences that prepare you to contribute to the work of the Commission. Please describe your contacts or experiences with the Antioch Police Department. Please add any other information/comments that would be helpful in reviewing your application. 		
*ACKNOWLEDGEMENTS		
My signature below indicates my understanding and acknowledgement that:		
*This completed application is available for public review (youth applications are exempt). I am NOT a spouse of, or a current /former City employee /department-sworn employee /sworn police officer /sworn police officer association representative. *To the best of my ability, I will attend the Antioch Police Oversight Commission regular meetings twice a month, except in July/December, when meetings occur only once.		
Please return completed application by:		
Mail to: Office of the City Clerk P.O. Box 5007, Antioch CA 94531	*Applicant Signature	*Date
 In Person: Antioch City Hall-Clerk's Office 200 H Street, 3rd Floor Email to: cityclerk@antiochca.gov 	*Parent/Guardian Signa (An original, signed a guardian signature is requ	application with parent/

Antioch Police Oversight Commission Application Questions

Submitted by: Alicia Okoh, MSW, MPH

- 1. The three main reasons that I am interested in joining this commission are:
 - a. to help provide a unique perspective of insight towards the operations of the police department and other city departments. This will include looking at things from my unique experience from a different cultural lens as well as from my deep commitment to my faith community.
 - b. my deep commitment to the success of my community is also a reason and strong motivation for me. I have been an Antioch resident for more than 20 years and am proud to be from Antioch and have raised my children in this community. Although there have been some things that I have seen in my community that I am not proud of, I am dedicated to helping to show the wider community that Antioch is still a city that can be a model to other cities on how to tackle difficult situations.
 - c. to be a voice from the community as well as the city departments. I enjoy negotiating, problem solving and solutioning. I have a great deal of experience in working with unions and organizing community members around various causes. Being in a position to impact and influence each of them is something that I look forward to doing if I am selected for this position.
- 2. I started my career working as a residential director for a group home agency for youth that focused on helping to rehabilitate and re-introduce gang-affiliated, drug dealers, and other criminals to the community. In this role I worked hand in hand with law enforcement officers and the courts to often advocate for the many offenders in my programs. I also created numerous programs and training for my staff and represented my agency at many, many city, county and state hearings on recidivism efforts around California and also in other cities around the country. I have volunteered my time as a CASA worker in the past; taught in the school in the juvenile hall in Martinez; and am a proud graduate of the EMERGE '09 California program, a program that trains democratic women to run for public office. I was a local Antioch precinct captain for the Obama '08 campaign as well and travelled all across the state of California during that election cycle. Currently, I am a member of my daughter's organizing committee at her elementary school and have recently traveled to Washington D.C. to represent the school and ask for different types of funding.
- 3. I have not had many interactions with the Antioch police personally, but all that I have had were more than pleasant. I have felt heard, helped and supported during

those interactions. I have observed them being familiar and comfortable with their job and the community, often cracking jokes and or talking to children about staying out of trouble and maybe having a career in law enforcement. Hearing some of the negative things that have arose among the police department was startling to me as I have not witnessed that behavior on a personal level. Whenever I needed police assistance it was fair and handled with respect.

4. I am so excited for this opportunity to possibly represent my community and be a voice for the voiceless. I am eager to learn more about my role and hope to bring more unity within our community. With my background and cultural lens, I believe I am a great candidate for this role.

EDUCATION

University of Michigan, Ann Arbor, MI
School of Public Health
Department of Health Behavior and Health Education
Masters in Public Health, December 2001
School of Social Work
Department of Nonprofit Management
Masters in Social Work, December 2001

Spelman College, Atlanta, GA Department of Psychology

Bachelor of Arts, May 1999

PROFESSIONAL EXPEREINCE

Sep. 2015 – present Ca

Kaiser Permanente Santa Clara Medical Center

Santa Clara,

Health Education Consultant IV, Department of Health Education

- High-level medical center based consulting on a variety of projects as a mastery level expert in Lean Sigma Six process improvement
- Behavioral Health Education Manager providing overall management of MBW programs, quality measures and classes
- Supervising Health Education Instructors and Health Education Assistants
- Curriculum oversight and review
- Liaison and partner with Physicians around all Behavioral Health related medical topics

Feb. 2012 – Dec.2018 Jose, Ca

Santa Clara Department of Family Services

San

Senior Executive Consultant, California Partners for Permanency Project

- Consulting to Executive Staff on culturally responsive practices
- Community engagement specialist
- Evaluation lead for all community involvement

Oct. 2011 - Feb. 2012

Brighter Beginnings

Antioch, Ca

Interim Center Director, Antioch First 5 Center

- Providing overall management of center program and activities
- Supervising case manager and administrative program assistants
- Overall contract management and liaison with First 5 County staff

July 2007 - Oct. 2011

Catholic Charities CYO

San Francisco, Ca

Clinical Program Director, St. Joseph's Family Center

- Provided overall management of rental subsidy program for previously homeless families
- Supervised case managers and administrative program assistants
- Provided individual, family and couples counseling to clients

Nov. 2004 - June 2007

Catholic Charities CYO

San Francisco, Ca

Program Director, Richmond Hills Family Center

- Provided support and supervision to case managers, resident assistants and children's program staff in Transitional Housing Program
- Managed client environment on a day-to-day basis
- Responded to program needs as necessary

Jan. 2006 - June 2007

Community Violence Solutions

San Pablo, Ca

School-based Therapist, Community Day Schools

- Provided individual, family and group psychotherapy for adolescents and their families
- Prepared detailed progress notes and other consultation materials as needed by Medi-Cal EPSDT requirements
- Acted as liaison and community support person for teachers and other support personnel

Mar. 2005 - Nov. 2005

Families First, Inc

Pleasant Hill,

Ca

Teacher, Rose Manning Youth Shelter

- Developed curriculum and classroom instruction for K-12 NPS
- Provided consultation and educational evaluation of children in school
- Collaborated with community members, parents and social service agencies for care of children

Apr. 2004 - present

Adebanke Community and Cultural Services, Inc

Antioch, CA

Co-

founder

- Organization and development of nonprofit organization
- Grant writing and fundraising for organization
- Providing consultation services to local nonprofits providing services to current and former foster youth
- Overall operation of residential treatment facility for pregnant and parenting foster youth (Apr.06 – Jan. 09)

Jan. 2004 - Oct. 2004

Tiburcio Vasquez Health Center, Inc

Hayward, CA

Clinic Director, Tennyson Health Center

- Oversaw and supervised day-to-day clinic operations
- Provided health education to students and community members
- Acted as a liaison to school officials and local community partners
- Facilitated youth empowerment programs
- Assisted in the facilitation of parent support groups
- Provided culturally appropriate individual and group psychotherapy for adolescents

Feb 2002 - Jan. 2004

Unity Care Group, Inc

San Jose, CA

Program Manager

- Provided supervision for facility managers and staff of five licensed group home facilities
- Conducted individual and group counseling for clients
- Acted as community liaison with local social service agencies

Summer 2001, 2000

Medical University of Southern Africa

Pretoria, SOUTH AFRICA

International Health Consultant

- Presented information about HIV/AIDS to university students, faculty/staff members, school-aged children, and local community groups
- Developed culturally relevant HIV/AIDS curriculum and materials
- Constructed evaluation instrument, conducted survey, analyzed data and presented extensive report

Jan 2001 – Dec 2001

Graduate Student Instructor

Ann Arbor, MI

Developmental Psychology Department

- Taught student section of Developmental Psychology Course
- Provided valuable information and exercises for students
- Developed lesson plans and syllabus for course
- Evaluated students' progress in course

Jan 2001 - Dec 2001

Friends of Parkside

Detroit, MI

Program Coordinator, Health Promotions

- Assumed management duties as coordinator of department
- Implemented community-wide health related programs
- Designed and implemented fundraising activities

Feb 2001 - Dec 2001

Michigan Department of Family Services

Brighton, MI

Consultant

- Collaborated with W.J. Maxey Training School, Adrian Training School and Arbor Heights Family Services to provide individual and group substance abuse counseling for adjudicated youth
- Conducted interviews for substance abuse grant among adjudicated youth
- Performed analysis and wrote extensive report on collected data

Summer 2000

Adventist

Development Relief Agency

Ile-Ife, NIGERIA

International Health Educator

- Conducted national health survey among secondary school students
- Evaluated effectiveness of community-based health initiatives
- Developed and conducted health awareness workshops

Sep 1999 - May 2000

Prevention Research Center

Ann Arbor, MI

Research Assistant

- Analyzed, researched, and wrote thorough report on cardiovascular prevention practices among African American men in the Detroit metropolitan area
- Developed a community-based participatory research database of current articles submitted by faculty and staff members
- Compiled data for survey among local non-profit organizations and transcribed information from interviews

Oct 1999 - May 2000

Institute for Social Research

Ann Arbor, MI

Program Assistant

- Conducted face-to-face and phone interviews with participants of national health survey
- Extrapolated quantitative data
- Recruited potential study participants

SKILLS / CERTIFICATES

- Associate Clinical Social Worker --- BBS#14948, have completed all 3,000 hours
- California Teaching Credential, Dec. 2002
- SPSS, SAS, Microsoft Packages
- Excellent communication, writing and project management skills
- Ability to work with diverse populations

HONORS/ACTIVITIES

Alumnae, EMERGE California 2009 – 2010

Charter member, Transition Age Youth Executive Leadership Program, CompassPoint Nonprofit Services, 2008 Alameda County CASA Volunteer, 2004 – 2006

Member, East Palo Alto Teen Home Board of Directors, 2002 – 2005
Vice-President, South Bay Association of Black Social Workers, 2003 - 2004
Volunteer, Planned Parenthood Mar Monte, 2001- 2004
Member, American Public Health Association
Delegate, UN World Conference on Racism, 2001
Student Achievement Award, School of Social Work, 2001
Delegate, Michigan Student Assembly, 2000-2001
Moody Scholar to South Africa, 2000
International Institute Overseas Achievement Award, 2000
References available upon request

ORDINANCE NO. 2212-C-S

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

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

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Adoption.

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

§ 2-5.109 ANTIOCH POLICE OVERSIGHT COMMISSION.

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

SECTION 3. Adoption.

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

<u>Sections</u>

4-3.101	CREATED.
4-3.102	PURPOSE.
4-3.103	MEMBERSHIP AND APPOINTMENT.
4-3.104	TERMS OF OFFICE AND REMOVAL FROM OFFICE.
4-3.105	OFFICERS.

4-3.106	MEETINGS.
4-3.107	NO COMPENSATION.
4-3.108	BUDGET.
4-3.109	TRAINING.
4-3.110	POWERS AND DUTIES.
4-3.111	PUBLIC REPORTS.

§ 4-3.101 CREATED.

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

§ 4-3.102 PURPOSE.

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

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

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

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

§ 4-3.103 MEMBERSHIP AND APPOINTMENT.

- (A) The Police Commission shall consist of seven (7) voting members appointed by the Mayor and confirmed by the City Council.
- (B) All voting members of the Police Commission shall be residents of the City of Antioch.
 - (C) The Mayor and the City Council shall strive to appoint and confirm at least:
- (a) one (1) representative from each of the four (4) councilmember voting districts of the City;

- (b) one (1) representative of the Antioch faith-based community;
- (c) one (1) representative of the Antioch business community; and
- (d) one (1) employee or student of the Antioch Unified School District.
- (D) No one shall be excluded from the Police Commission because he or she has a criminal record.
 - (E) The following shall not be eligible to serve as a Police Commissioner:
 - (a) current sworn police officer or his/her spouse;
 - (b) current City employee or his/her spouse;
 - (c) former Department sworn employee or his/her spouse; or
- (d) current or former employee, official, or representative of an employee association representing sworn police officers or his/her spouse.
- (F) Commissioners shall not be issued and shall not display, wear, or carry badges that so resemble a peace officer's badge that an ordinary reasonable person would believe that Commissioners have the authority of a peace officer.

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

- (A) The terms of office for all members of the Police Commission shall be three years, but the terms of not more than three (3) members shall expire in any one year. Therefore, when the initial seven (7) members are selected, two (2) commissioners shall be appointed to serve an initial one-year term, two (2) commissioners shall be appointed to serve an initial two-year term, and the remaining three (3) shall serve an initial three-year term. No members shall serve for more than two consecutive full terms. For this purpose, the initial one-year and two-year terms in this paragraph shall be considered full terms. The expiration date of all terms shall be November 30, but each member shall serve until his or her successor is duly appointed and qualified.
- (B) A member may resign before the expiration of his or her term with written notification to the chairperson of the Police Commission and the Mayor.
- (C) Members of the Police Commission shall serve at the pleasure of the City Council and may be removed from office by a majority vote of the Council.
- (D) The Police Commission may recommend to the City Council that a member be removed for reasons including but not limited to:
 - (a) misuse of position as a Police Commission member;

- (b) misuse of police-issued documents;
- (c) misconduct that impedes the member's ability to serve as an effective and impartial Police Commission member;
- (d) unexcused absences from at least three meetings in a one-year span of time:
- (e) violation of the Code of Ethics of the National Association for Civilian
 Oversight of Law Enforcement (NACOLE); or
 - (f) conflict of interest.
- (E) Upon receipt of notification of resignation or a Council vote of removal, the position shall be considered vacant and eligible for the Mayor to nominate a replacement commissioner for appointment with confirmation by the City Council. The replacement commissioner shall serve for the remainder of the term and be eligible for reappointment for one additional term.

§ 4-3.105 OFFICERS.

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

§ 4-3.106 MEETINGS.

- (A) The Police Commission shall hold its first meeting within thirty days after all of its members have been appointed and confirmed. At the first meeting, the Police Commission shall set the time and date of regularly scheduled meetings, which shall occur at least twice each month, except during the months of July and December when regular meetings shall occur once per month. Regular meetings of the Police Commission shall be held at Antioch City Hall except for meetings held under section 4-3.060(B). The Police Commission shall notify the public of the time and place of its meetings and provide time for public comment at each meeting in compliance with the Brown Act.
- (B) At least two meetings of the Police Commission each year shall be held at locations within the City of Antioch other than City Hall for the purpose increasing community engagement with the Police Commission. The Police Commission shall make a good faith effort to hold these meetings at public schools, youth centers, or communitybased organizations within the City of Antioch.

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

§ 4-3.107 NO COMPENSATION.

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

§ 4-3.108 BUDGET.

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

§ 4-3.109 TRAINING.

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

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

§ 4-3.110 POWERS AND DUTIES.

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

- (A) Propose changes, at its discretion or upon receiving direction from the City Council, including modifications to the Police Department's proposed changes, to any policies or procedures of the Police Department that govern First Amendment assemblies, use of force, use of canines, use of de-escalation techniques on civilians, hate crimes, or biased-based policing including profiling based on any of the protected characteristics identified by federal, state, or local law. All such proposed changes and modifications shall be submitted to the City Council for approval or rejection.
- (B) Recommend City Council approval or rejection of the Police Department's proposed changes to all policies and procedures of the Police Department that govern First Amendment assemblies, use of force, use of canines, use of de-escalation techniques with civilians, hate crimes, or biased-based policing including profiling based on any of the protected characteristics identified by federal, state, or local law.
- (a) If the Police Commission recommends rejection of the proposed policy, the Police Department's proposed changes, notice of the Commission's rejection, and the reasons for rejection, together with the Police Department's proposed changes, shall be submitted to the City Council for review.
- (b) If the Police Commission recommends approval of the Police Department's policy, the Police Department's proposed changes will proceed directly to the City Council for review.
- (c) If the Police Commission does not approve or reject the Police Department's proposed changes within sixty (60) days of the Police Department's submission of the proposed changes to the Police Commission, the Police Department's proposed changes will proceed directly to the City Council for review.
- (C) Review and comment on, at its discretion, any other policies, procedures, customs, and general orders of the Police Department. All such comments shall be submitted to the Chief of Police, the City Manager, and the City Attorney. The Chief of Police shall provide a written response to the Police Commission upon request.
- (D) Review the City Council's proposed budget advise whether budgetary allocations for the Police Department are aligned with the Police Department's policies and procedures. The Police Commission shall conduct at least one public hearing on the Police Department budget per budget cycle and shall forward to the City Council any recommendations for change.
- (E) Require the Chief of Police to submit an annual report to the Police Commission regarding such matters as the Police Commission shall require.
- (F) Report at least once a year to the Mayor, the City Council, and to the public to the extent permissible by law, the information contained in the Chief's report in addition to such other matters as are relevant to the functions and duties of the Police Commission.

- (G) Receive reports from the Police Department on publicly disclosable information concerning the status of civilian complaints. Develop a program for the mediation of civilian complaints, in coordination with the Chief of Police, the City Manager, and the City Attorney.
- (H) Study, develop, and recommend community policing and alternative crime-prevention policies and strategies to the Chief of Police, City Manager, City Attorney, and City Council; assess and make recommendations regarding the role of social services in public safety, including but not limited to those related to mental health, alcohol and substance abuse, homelessness, juvenile justice, and education.
- (I) Develop and recommend, in conjunction with the Chief of Police and the City Manager, educational programs regarding policing in Antioch and community outreach events, such as town hall meetings, forums to communicate information about neighborhood watch programs, and events designed to encourage safety and emergency preparedness.
- (J) Request and review data from public records of the Antioch Police Department as needed to effectuate the Police Commission's powers and duties including data regarding police use of force; demographics of individuals stopped, searched, or arrested; demographics of Antioch Police Department officers and staff; and officer training and qualifications.

§ 4-3.111 PUBLIC REPORTS.

- (A) The Police Commission shall draft and issue public reports regarding the issues described in section 4-3.100. An annual report may be in the form of an update from a previous year's report. The Police Commission may issue additional public reports as it deems appropriate.
- (B) The Police Commission shall provide annual public reports to City Council, City Manager, and City Attorney on the Police Department's progress on Police Commission recommendations and other updates relevant to the mission of the Police Commission.
- (C) All public reports shall omit or redact any confidential or privileged information as defined by State law.

SECTION 4. CEQA.

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

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

SECTION 5. Severability.

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

SECTION 6. Publication; Effective Date.

This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

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

AYES:

Council Members District 1 Torres-Walker, District 4 Wilson, and Mayor

Thorpe

NOES:

Council Member District 3 Ogorchock

ABSTAIN:

None

ABSENT:

Mayor Pro Tem (District 2) Barbanica

LAMAR A. THORPE

MAYOR OF THE CITY OF ANTIOCH

ATTEST:

ELIZABETH HOUSEHOLDER

CITY CLERK OF THE CITY OF ANTIOCH



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 13, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bessie Marie Scott, City Manager

SUBJECT: City Council Requested Discussion Item - Assistance to the

Antioch Historical Society

RECOMMENDED ACTION

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

FISCAL IMPACT

The fiscal impact is unknown at this time until direction on this item is provided.

DISCUSSION

The Antioch Historical Society was founded in 1974 by a group of local citizens to both collect and preserve historical artifacts and resources of cultural and historic value or significance relative to the City of Antioch. Through operation of this historical museum, and through exhibitions of Antioch history, the Society works diligently to promote public awareness and appreciation for the heritage of Antioch. It also provides opportunities for education and scholarship. City staff appreciates the partnership that we are developing with the Society as we explore with them ways to preserve our historical records and minutes, some of which are handwritten and over 100 years old.

Currently, the Society is seeking assistance to reinstate the Historical Bell Tower. It is recommended that the City Council discuss and provide direction to City staff if they would like to explore assisting the society in this endeavor.

<u>ATTACHMENTS</u>

A. Flyer



Commemorate History

FIRST CONGREGATIONAL CHURCH BELL PROJECT 2025





The First Congregational Church was organized in 1865 and incorporated in 1875. It's first building was completed in 1869 but torn down and replaced in 1891 by the building still standing at 6th and F Streets in downtown Antioch. The "one ton" church bell was cast in bronze in Troy, N.Y., in 1871, then shipped around the Horn. It was the first church bell to be rung in Antioch. Early members of the church included the Reverend W. W. Smith, one of Antioch's founders, Captain George W. Kimball, one of the church's founders, The Church was a welcoming place for all people of goodwill.

We have the original 1st Congregational church Bell and plan to recreate its beauty at the Antioch Historical Society Museum with a Mini-Bell Tower.

Let it Ring Again!

The Bell will be a symbol of unity and togetherness for the whole community. Please join with us and others to build the First Congregation Bell exhibit to commemorate the past and future of our community at the Antioch Historical Society Museum. We need donations of money and in-kind services to make this dream a reality,

For more information, please contact the Antioch Historical Society Museum by phone at 925-757-1326, by email at AntiochHistoricalsociety@comcast.com or leave a message at our website https://antiochhistoricalmuseum.org/

History Lives Here!



Be a part of History ...

Your Antioch Historical Society has acquired the 1868 First Congregation Church Bell.

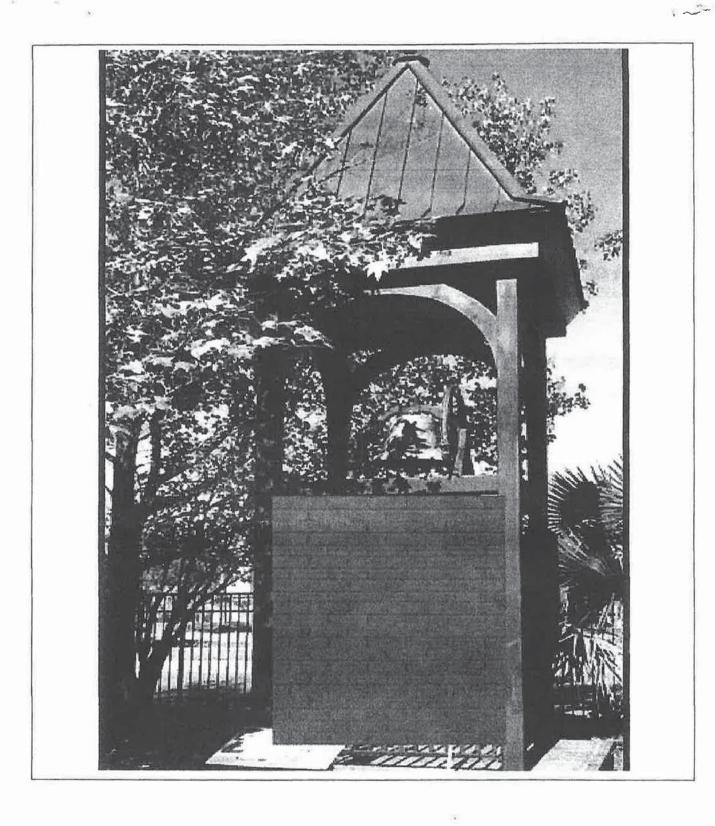
We have engineering design plans and have accumulating funds to begin construction of the concrete, steel and masonry Bell tower to house the 1868 Meneely Church Bell.

Please consider helping with this effort by adding your name to our sponsor list which will be written forever on a base masonry brick.

Sponsor levels

James Donlon	\$250.00	Prewett Ranch	\$100.00
I/We		wish to	support this project
By donating \$. ,
Please print below o	donor name cle	arly as you wish it to appea	ar in the book
Please mail this d	ocument	Antioch Historical Socie	ty
with your check b	efore	1500 West Fourth Stre	et
Feb.25, 2022		Antioch, CA 94509	

Please feel free to share this letter with anyone you think might like to be interested. The Antioch Historical Society is a 501 C3 non-profit # 94-2457532. Donations are deductible as per law and always greatly appreciated.



Let it Ring Again!



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 13, 2025

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: Renaming of the Mayors Apprenticeship Program (M.A.P.)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a name change of the Mayor's Apprenticeship Program (M.A.P.) to [insert name after approval].

FISCAL IMPACT

There is no cost to change the name of M.A.P.

DISCUSSION

The Mayor's Apprenticeship Program (M.A.P.) was established in 2022 as a visionary initiative in the City of Antioch to bridge critical gaps in opportunity for youth and young adults aged 18–26. Rooted in a commitment to equity and community-led progress, M.A.P. emerged in response to the growing need for meaningful employment, mentorship, and life-skills development pathways for young people who have been historically disconnected from traditional educational and career systems. These disconnections often stem from systemic inequities — including economic hardship, racial discrimination, educational exclusion, and involvement with the justice system. To ensure high-quality, equity-centered support for participants, Rubicon Programs was authorized by the City Council in November 2022 to serve as the program's lead service provider for the period of November 2022 through December 2023 with an amendment to continue services until June 2024. Rubicon Programs has played a critical role in the Mayor's Apprenticeship Program by serving as the lead service provider, offering trauma-informed case management, job readiness training, and supportive services tailored to each participant's goals— all critical to the program's success in serving opportunity young adults aged 18-26. After an RFQ process, they were authorized a contract to provide services for the period of September 2024 through December 2025.

The first two cohorts (2022–2023) were placed exclusively within the City's Public Works Department across key divisions such as Landscape, Street Maintenance, National Pollutant Discharge Elimination System (NPDES), Geographical Information Systems (GIS), and the Marina. These placements provided 20 participants with paid, hands-on experience in essential City operations while also introducing them to career pathways in the public sector. Beginning with Cohort 3 comprised of 9 participants in October 2024, the program expanded its host sites network to include local non-profits, Tri Delta Transit, and

other community-based organizations. This expansion has allowed for a broader range of placements aligned with participant interests and career goals, reflecting a more diversified, community-integrated approach. To date, 29 participants have completed or are actively engaged in the program, with Cohort 4, consisting of 10 participants, scheduled to run from May through December 2025.

The program, originally launched through American Rescue Plan Act (ARPA) funding in the amount of \$625,000, has transitioned to a more sustainable funding model as federal relief dollars sunset. It is now co-funded by California Volunteers Youth Service Corps, ensuring its continued impact in the lives of Antioch's youth. On May 20, 2024, the City was awarded a California Volunteers grant in the amount of \$540,135 to support and sustain the program through December 31, 2025. Cohort 4 of the program will run from May through December 2025. The total program cost is \$1,165,135, with at least 50% allocated directly to participant wages—a reflection of the City's continued commitment to fair compensation, economic equity, and real workforce development opportunities for local youth. In addition, a new application for new funding was submitted in March 2025, and the City is currently awaiting a response.

Since its inception, M.A.P. has functioned as more than just a job readiness program — it has been a lifeline. It has offered second chances, sparked leadership, and restored a sense of purpose for Antioch's emerging adults. Participants receive paid work experience, trauma-informed mentorship, and exposure to civic engagement, preparing them not only for jobs but for long-term success and leadership in their communities. Over the years, the program has become an essential pillar within Antioch's broader youth development and violence prevention strategy. It complements a growing ecosystem of supportive services, including Youth Services Internships, network of partner community organizations, and CalVIP-funded public safety and reentry initiatives. As this network of programs has expanded in scope and ambition, so too has the need to ensure that M.A.P.'s identity reflects its deeply transformative mission and the lived experiences of its participants.

While the title "Mayor's Apprenticeship Program" speaks to civic investment, it does not fully capture the holistic, youth-centered, and future-driven nature of the work. A rebranding process was undertaken in partnership with program staff, youth participants, and community stakeholders to select a name that better honors the grit, hope, and upward momentum of M.A.P. participants. This shift aligns with a national movement in youth services to adopt identity-affirming, aspirational language that empowers participants and challenges deficit-based narratives. Out of this process, several options emerged for City Council consideration.

Council is encouraged to also consider retaining the "MAP" initials as part of the program name and contribute ideas to finalize the name.

ATTACHMENTS

- A. Resolution
- B. Contract with Rubicon Programs
- C. Contract with California Volunteers Youth Service Corps
- D. Rubicon Programs Contract September 2024-December 2025
- E. California Volunteers Youth Service Corps Award Letter

RESOLUTION NO. 2025/xx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A NAME CHANGE OF THE MAYOR'S APPRENTICESHIP PROGRAM TO [INSERT NAME AFTER APPROVAL] AND REAFFIRMING THE CITY'S COMMITMENT TO YOUTH EMPLOYMENT, MENTORSHIP AND VIOLENCE PREVENTION

WHEREAS, the Mayor's Apprenticeship Program (M.A.P.) was established in 2022 as a visionary initiative to bridge critical gaps in opportunity for Antioch youth and young adults aged 18–26, particularly those historically disconnected from traditional education and employment pathways due to systemic inequities; and

WHEREAS, M.A.P. was designed in alignment with the City of Antioch's broader strategy to invest in youth employment, mentorship, and violence prevention, serving as a vital component in the City's effort to support opportunity youth through paid work experience, trauma-informed mentorship, and leadership development;

WHEREAS, M.A.P. has grown beyond job placement to become a transformative force — restoring purpose, sparking leadership, and empowering participants as civic changemakers and community leaders;

WHEREAS, the City of Antioch, in collaboration with program participants, staff, and community stakeholders, has explored names that reflect the program's holistic, youth-centered, and future-oriented focus, resulting in potential name options;

WHEREAS, the City Council has previously expressed interest in maintaining the "M.A.P." initials to preserve the identity and intent of the original program;

WHEREAS, staff recommends that the Council be provided the opportunity to contribute ideas and determine a final name that retains the M.A.P. initials and reflects the mission, values, and long-term vision of the program;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves renaming the Mayor's Apprenticeship Program to *[insert name after approval]*, and reaffirms the City's commitment to youth employment, mentorship and violence prevention.

* * * * * * * *

RESOLUTION NO. 2025/*** May 13, 2025 Page Two

•	a regular meeting thereof, held on the 13th
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
NAE	ELISSA RHODES
	TY CLERK OF THE CITY OF ANTIOCH

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by

PROFESSIONNAL SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND RUBICON PROGRAMS

THIS AGREEMENT ("Agreement") is made and entered into this 23rd 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 Rubicon Programs with its principal place of business at 2500 Bissell Avenue Richmond, CA 94804. 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** 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 <u>Term of Services.</u> The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2023, the date of completion specified in <u>Exhibit A</u>, and Contractor shall complete the Services described in <u>Exhibit A</u> 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 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 <u>Standard of Performance.</u> 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 the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.
- 1.3 <u>Assignment of Personnel.</u> 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 <u>Time.</u> 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 \$177,909 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 <u>Exhibit A</u>, 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 <u>Total Payment.</u> 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 <u>Hourly Fees.</u> 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 are specified below and shall not exceed one hundred and seventy-seven nine hundred nine dollars (\$177,909). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are: Participant Stipends, and Participant Support, Staff Travel

- **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 <u>Authorization to Perform Services.</u> The 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 the 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 the 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 <u>Commercial General Liability (CGL)</u>: 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 Contractor'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 <u>Automobile Liability Insurance</u>. 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 <u>Sexual/Abuse insurance</u>. 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 <u>Professional Liability (Errors and Omissions)</u>: 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 the 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 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). 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, 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. 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 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.
- **4.6.6** 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, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4.7 <u>Certificate of Insurance and Endorsements</u>. 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.
- 4.8 <u>Subcontractors</u>. 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 <u>Higher Limits.</u> 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.
- **4.10** 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 to Contractor 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 Contractor'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. 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.

- 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 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 <u>Compliance with Applicable Laws.</u> 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 <u>Licenses and Permits.</u> 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.

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 Coronarivrus Local Fiscal Recovery Fund Award Terms and Conditions, Treasury's Final Rule, and CLFRF reporting requirements, as appilicable (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 $\underline{\text{Exhibit C}}$ 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 <u>Termination; Suspension.</u>

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.
- **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 <u>Amendments.</u> The parties may amend this Agreement only by a writing signed by all the Parties.
- 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** <u>Survival.</u> 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'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 Contractor pursuant to this Agreement; and/or
- **8.6.3** Retain a different Contractor to complete the work described in <u>Exhibit A</u> 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 <u>Exhibit A</u> 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 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 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 materials be disclosed publicly. 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 <u>Contractor's Books and Records.</u> 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 the Contractor..
- 9.4 <u>Inspection and Audit of Records.</u> 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 <u>Intellectual Property.</u> 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.

- 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 <u>Addressing Community Concerns</u>. 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 <u>Venue.</u> 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 <u>Severability.</u> 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 <u>No Implied Waiver of Breach.</u> 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 <u>Successors and Assigns.</u> 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 <u>Use of Recycled Products.</u> 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 <u>Conflict of Interest.</u> 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.*

10.13 <u>Integration.</u> 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.

CITY:	CONTRACTOR:
CITY OF ANTIOCH	RUBICON PROGRAMS By: Why Kaly
Cornelius H. Johnson, City Manager	Name: Dr. Carola (DC) Dorham Kally
11/200	Name: Dr. Carole (DC) Dorham-Kelly
	Title: President & CEO
Attest:	
UV Mayore Johnson	Ву:
Elizabeth Householder, City Clerk	
	Name:
The Colombia	Title:
Approved as to Form:	
71 954	
of howar Lateller	
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

Scope Overview: Between November 23, 2022- December 31, 2023, Rubicon Programs will partner with the City of Antioch to implement the MAP pilot. In this pilot period, Rubicon programs will partner with the City of Antioch to recruit and enroll **20 TAY Participants** in the comprehensive workforce experience.

The City of Antioch will secure apprenticeship placement sites with Department of Public Works.

Rubicon will provide the following supportive programs in support of TAY Apprentice's persistence and completion of the MAP.

Rubicon will provide individualized services for TAY participants, including:

- Comprehensive Intake
- Individualized Coaching guided by participant's goal plan
- · Parent Coaching (when co-enrolled in Rubicon's parenting program)
- Participant Support

Rubicon's staff team will also provide group services, including:

- Foundations Workshops: Two weeks of soft skills workshops (i.e. pre-placement) (~40 hours)
- Job Club (weekly cohort check-ins) (1 hour/week)
- · Hard Skills Classes (estimated 17 Hours)

Post-Apprenticeship Support

- o 1:1 Coaching continues
- o Group support (job club) continues with an emphasis on career, education, and training.
- Business Services events, such as job fairs.

Target Timeline of Scope:

Dec 2022-Jan 2023	Rubicon and City partner for program outreach and recruitment
Jan 2023- Feb 2023	Application review, Interviews and Candidate confirmation and acceptance
Feb 2023- March 2023	Cohort 1 Program Orientation and Pre-placement workshop series
March 2023	Cohort 1 (10 TAY) begin placements in City Department
April-May 2023	Cohort 2 Orientation and Pre-placement workshop series
May 2023	Cohort 2 (10 TAY) begin placements in City Department

EXHIBIT B BUDGET and BUDGET NARRATIVE

Personnel	5. L. 1 N	
	Budget Narrative	404.000
Lead Impact Coach/ Pilot	.5 FTE. An Existing Coach will be assigned to lead this time-limited project. This	\$34,320
Coordinator	scope of work estimated to require half time allocation. We anticipate the	
	demand on staff resource to be front loaded, requiring more time during launch	
Chief Program Officer	.14 FTE	\$20,000
	Program leadership. Responsible for leveraging staff and resources to support	
	this project. Integrating MAP into other Rubicon Program efforts. Integration	
	supports continuity of support beyond the MAP timeline	***************************************
Chief Executive Officer	.07 FTE	\$14,320
	Organizational leadership partnering with City of Antioch staff around messaging,	
	strategy and sustainable partnerships to foster equity in access and economic	
	opportunity for Antioch residents with barriers to employment	
Personnel benefits	28% Average Fringe Rate covers health benefits, worker's comp, fees	\$19,219
Personnel Subtotal		\$87,859
Program Operations		
Participant Stipends	While participants are completing 3 weeks of soft skills workshops there are	\$31,500
	being compensated via stipends before having access to wages via apprenticeship	
	placement.	
	5 hrs/day x \$21/ hr x 15 days =\$1,575	
	Per 20 participants	
Participant Support	To assist with uncovered expenses and "personal emergencies" that may pose a	\$20,000
	threat to engagement and completion, each participant will have access to	
	participant supports, up to \$1000. These funds may be used for a range of needs,	
	not limited to food, transportation, childcare gaps, bill support, rent gaps)	
	1,000 per participant x 20	
Programs Supplies	To create an inviting cohort environment to foster community building and	\$9,000
	program retention. Program Supplies will support hospitality, food, office	
	supplies, and cohort activities/ outings.	
	Estimated Breakdown:	
	Daily x 3 weeks. 15 days (\$200/day) - \$3,000	
	1x/ month (group workshops and activities) \$400/ month - \$4,800	
	Office supplies – 1,200	
Training Costs	Hard Skills training and certificates	\$5,000
	Including but not limited to OSHA-10 and Forklift training classes. Rubicon has	
	other resources that will be leveraged to cover access to OSHA-10 and Forklift,	
	Based on individual goals, participants may be supported with other training and	
	certificates.	
Staff travel	Covering staff transportation costs traveling between program sites and work	\$1,344
	sites.	
	Estimated based on federal mileage reimbursement rate	
	56/ mile ~ 200 miles/ month = \$112 x 12	
	Budget Subtotal	\$154,703
	Indirect 15%	\$23,205
	Budget Total	\$177,909
		(rounded)

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) <u>Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience</u>. 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) <u>Appendix II to Part 200 (D) Davis-Bacon Act:</u> Not applicable to this Agreement since it is funded by the CLFRF.
- (d) <u>Appendix II to Part 200 (D) Copeland "Antti-Kickback" Act:</u> 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) <u>Appendix II to Part 200 (H) Debarment and Suspension:</u> 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. § 180.935).
- (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) <u>Appendix II to Part 200 (K) §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:</u>
- (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.
 - (I) 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.

RESOLUTION NO. 2022/206

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH SELECTING RUBICON PROGRAMS AS THE THIRD-PARTY PROVIDER FOR PROFESSIONAL SERVICES FOR THE MAYOR'S APPRENTICESHIP PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED \$180,000 IN AMERICAN RESCUE PLAN ACT FUNDING

WHEREAS, youth and young adults in the City of Antioch, specifically in the Sycamore area, are being adversely affected by lack of skills and employment opportunity and disproportionately impacted by the COVID-19 pandemic;

WHEREAS, making available a comprehensive workforce development program addresses the needs and helps to prepare a local future workforce;

WHEREAS, the Mayor's Apprenticeship Program (MAP) is envisioned to be a paid pilot program in the City of Antioch for young adults ages 18-26, which may employ up to 20 participants who are underemployed, underserved and underestimated;

WHEREAS, on September 8, 2022 the City of Antioch published RFQ No. 090822 seeking professional services for the Mayor's Apprenticeship Program;

WHEREAS, the RFQ closing date was September 30, 2022 and the City received one proposal from Rubicon Programs, which has a local office in Antioch; and

WHEREAS, City staff determined that the Rubicon Programs is a qualified and suitable professional services provider and presented the proposal to the City Council for consideration.

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

- Selects Rubicon Programs as the third-party provider for professional services for the Mayor's Apprenticeship Program (MAP); and
- Authorizes the City Manager to execute an agreement with Rubicon Programs for an amount up to \$180,000, in a form approved by the City Attorney, to provide workforce development training and ongoing support and professional development for Mayor's Apprentice Program participants.

* * * * * * * *

RESOLUTION NO. 2022/206

November 22, 2022 Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of November, 2022 by the following vote:

AYES:

Council Members District 1 Torres-Walker, District 3 Ogorchock, District 4

Wilson, Mayor Pro Tem (District 2) Barbanica, and Mayor Thorpe

NOES:

None

ABSTAIN:

None

ABSENT:

None

ELIZABETH HOUSEHOLDER

CITY CLERK OF THE CITY OF ANTIOCH

THIS DOCUMENT HAS A TRUE DOCUCHECK " WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

BUSINESS NO.

3006588

BUSINESS

ANTIQCH CALIFORNIA

LICENSE

3006588 License No.

TYPE OF BUSINESS

BUSINESS ADDRESS

418 W 4TH ST

ANTIOCH, CA 94509-1245

Date of Expiration: 10/31/2023

BUSINESS NAME

RUBICON PROGRAMS INC

ATTN:

ADDRESS

MAILING

NON TRANSFERABLE

2500 BISSELL AVE

RICHMOND, CA 94804-1815

POST IN A CONSPICUOUS PLACE

THIS LICENSE IS ISSUED WITHOUT VERIFICATION

THAT THE LICENSEE IS SUBJECT TO OR EXEMPT FROM LICENSING BY THE STATE OF CALIFORNIA.

BUSINESS TAX RECEIPT

KEEP FOR YOUR RECORDS

SB1186 \$4.00

TOTAL

\$4.00

\$0.00

FINANCE DEPT. 3RD & H STREET ANTIOCH, CA 94509-0504

Form **W-9** (Rev. October 2018)

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line Rubicon Programs, Inc.	do not leave this line blank.								
	Business name/disregarded entity name, if different from above									
Print or type. Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose refollowing seven boxes. Individual/sole proprietor or Single-member LLC S Corporation S Corporation		ck only one		cert	ain en uction	tions (co tities, no ns on pa ayee cod	ot indi ge 3):	vidua	
type	Limited liability company. Enter the tax classification (C=C corporation	, S=S corporation, P=Partners	ship) ▶							
Print or type.	Note: Check the appropriate box in the line above for the tax classifica LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the	ation of the single-member ow d from the owner unless the ov x purposes. Otherwise, a singl	ner. Do no wner of the e-member	LLC is	cod	nptio e (if a	n from F ny)	ATCA	repo	rting
ecit	Other (see instructions) ▶				(Appli	es to ac	counts maii	tained (outside	the U.S.)
Sp	5 Address (number, street, and apt. or suite no.) See instructions.		Requester'	s nam	e and a	ddres	s (option	al)		
See	2500 Bissell Ave.									
S	6 City, state, and ZIP code									
	Richmond, CA 94547									
	7 List account number(s) here (optional)									
	100 100 10									
Par	Taxpayer Identification Number (TIN)									
	your TIN in the appropriate box. The TIN provided must match the n	ame given on line 1 to avo	oid S	ocial:	security	num	ber			
	o withholding. For individuals, this is generally your social security n		, id	T	\Box	П		T		
reside	nt alien, sole proprietor, or disregarded entity, see the instructions for	or Part I, later. For other	110-20		-	-	-	-		
	s, it is your employer identification number (ÉIN). If you do not have	a number, see How to get		1						
TIN, la			or		.au idan	ificat	ion num	hor		
	If the account is in more than one name, see the instructions for line	e 1. Also see What Name a	ana E	mploy	yer iden	T	T	T T		
Numb	er To Give the Requester for guidelines on whose number to enter.		9	4	- 2	3	0 1	5	5	0
									L_	
Part	I Certification									
	penalties of perjury, I certify that:									
2. I am Sen	number shown on this form is my correct taxpayer identification nu not subject to backup withholding because: (a) I am exempt from I rice (IRS) that I am subject to backup withholding as a result of a fa onger subject to backup withholding; and	backup withholding, or (b)	I have not	beer	n notifie	d by	the Inte	ernal fied r	Reve ne th	enue lat I am
3. I am	a U.S. citizen or other U.S. person (defined below); and									
4. The	FATCA code(s) entered on this form (if any) indicating that I am exe	empt from FATCA reporting	g is correc	t.						
Certifi you ha	cation instructions. You must cross out item 2 above if you have beer ve failed to report all interest and dividends on your tax return. For real tion or abandonment of secured property, cancellation of debt, contrib- nan interest and dividends, you are not required to sign the certification	n notified by the IRS that you estate transactions, item 2 outions to an individual retire	u are curre does not a ement arra	ntly s apply. ngem	For mo	rtgag), and	je intere d gener	st pa ally, p	id, aym	ents
Sign Here	Signature of U.S. person > Stacey Navins	C	Date ► 7	7/1	/202	22				
	neral Instructions	• Form 1099-DIV (div funds)	vidends, in	cludi	ng thos	e fro	m stoc	ks or	mut	ual
Sectio	n references are to the Internal Revenue Code unless otherwise	 Form 1099-MISC (v 	various tvr	oes o	f incom	e, pr	izes, av	vards	, or	gross

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/17/2022

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

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

this certificate does not come rights to the certificate holder in hea or se					
PRODUCER	CONTACT NAME: Stephanie Lawrence				
(WC) Heffernan Insurance Brokers	PHONE (A/C, No, Ext): 925-934-8500	FAX (A/C, No): 925-934-8278			
1350 Carlback Avenue Walnut Creek, CA 94596	ADDRESS: StephanieL@heffins.com				
A CONTROL OF THE CONT	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A: Nonprofits Insurance Alliance of Califo	rnia 1184			
INSURED RUBIPRO-02	INSURER B: Cypress Insurance Company	10855			
Rubicon Programs Inc. 2500 Bissell Ave	INSURER c : Philadelphia Indemnity Insurance Com	npany 18058			
Richmond, CA 94804-1815	INSURER D :				
	INSURER E :				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: 39516310 REVISION NUMBER:

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

SR		TYPE OF INSURANCE	ADDL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α.	X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Υ	202207175NPO	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 200,000
>		ob an object of the control of the c						MED EXP (Any one person)	\$ 10,000
	Х	ABUSE						PERSONAL & ADV INJURY	s 1,000,000
Ì	GEN	L'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE	\$3,000,000			
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
ı		OTHER:						EMPLOYEE BENEFITS	s 1,000,000
	AUT	OMOBILE LIABILITY		Y	202207175NPO	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
Ì	Χ	ANY AUTO						BODILY INJURY (Per person)	S
1		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	S
Ì	X	HIRED X NON-OWNED AUTOS ONLY	RED V NON-OWNED			PROPERTY DAMAGE (Per accident)	S		
Ì		AUTOS ONLY AUTOS ONLY							\$
		UMBRELLA LIAB X OCCUR			202207175UMB	7/1/2022	7/1/2023	EACH OCCURRENCE	s 5,000,000
Ì	X	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
Ì		DED X RETENTION \$ 10,000							S
		KERS COMPENSATION		Y	RUWC329385	7/1/2022	7/1/2023	X PER OTH-	
		PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$ 1,000,000
		CER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s 1,000,000
	CRII				PHSD1712134 202207175NPO 202207175NPO	7/1/2022 7/1/2022 7/1/2022	7/1/2023 7/1/2023 7/1/2023	AGGREGATE/DEDUCTIBLE EACH EVENT/AGGREGATE EACH OCCUR/AGGREGATE	\$300,000/\$5,000 \$1M/\$3M \$1M/\$1M

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

Re: As Per Contract or Agreement on File with Insured. City of Antioch, its officers, officials and employees are included as an additional insured on General Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on General Liability policy, if required. The Waiver endorsement has been requested for the General Liability policy from the insurance company and if approved will be forwarded when received. Waivers of Subrogation are included on Automobile Liability and Workers Compensation policies per the attached endorsements, if required. This Certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER	CANCELLATION
City of Antioch Community Development Department	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
P.O. Box 5007	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Antioch, CA 94531-5007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

T p bs

premium, with a minimum initial charge to derive the final cost of	charge of \$350, then applying all oth	applying a factor of 2% to the total manual ner pricing factors for the policy to this calculate
This agreement shall not operate	directly or indirectly to benefit anyo	one not named in the Schedule.
	Schedule	
Blanket Waiver		
Person/Organization	Blanket Waiver – Any person or o agreed by written contract to furni	rganization for whom the Named Insured has sh this waiver.
Job Description	Waiver Premiu	ım (prior to adjustments)
All CA Operations	4627.00	
This endorsement changes the (The information below is rec	e policy to which it is attached and is effe quired only when this endorsement is is	ctive on the date issued unless otherwise stated. ssued subsequent to preparation of the policy.)
	_ 165	
Endorsement Effective: 07/01/2022	Policy No.: RUWC329385	Endorsement No.:
Insured:		Premium \$
Insurance Company: Cypress Insurance	e Company	
	Countersigned	d by

WC 99 04 10 C (Ed. 01-19)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/17/2022

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

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

NAME: Stephanie Lawrence			
PHONE (A/C. No. Ext): 925-934-8500	(A/C, No): 925-9	934-8278	
E-MAIL ADDRESS: StephanieL@heffins.com	, , , , , , , , , , , , , , , , , , , ,		
INSURER(S) AFFORDING COVER	RAGE	NAIC#	
INSURER A: Nonprofits Insurance Alliance of	California	1184	
O-02 INSURER B : Cypress Insurance Company		10855	
INSURER C: Philadelphia Indemnity Insurance	e Company	18058	
INSURER D :			
INSURER E :			
INSURER F:			
2	PHONE (A/C. No. Ext): 925-934-8500 E-MAIL ADDRESS: StephanieL@heffins.com INSURER(S) AFFORDING COVER INSURER A: Nonprofits Insurance Alliance of INSURER B: Cypress Insurance Company INSURER C: Philadelphia Indemnity Insurance INSURER D: INSURER E:	PHONE (A/C, No. Ext): 925-934-8500 E-MAIL ADDRESS: StephanieL@heffins.com INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of California INSURER B: Cypress Insurance Company INSURER C: Philadelphia Indemnity Insurance Company INSURER D: INSURER E:	

COVERAGES CERTIFICATE NUMBER: 39516310

REVISION NUMBER:

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

ISR TR		TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X	CLAIMS-MADE X OCCUR	Y	Υ	202207175NPO	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 200,000	
								MED EXP (Any one person)	s 10,000	
	Х	ABUSE						PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN	LAGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	s 3,000,000	
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000	
		OTHER:						EMPLOYEE BENEFITS	s 1,000,000	
	AUT	OMOBILE LIABILITY		Y	202207175NPO	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	s 1,000,000	
	X	Andrews III							BODILY INJURY (Per person)	S
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	S	
>	X	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	S	
									s	
		UMBRELLA LIAB X OCCUR	1980		202207175UMB	7/1/2022	7/1/2023	EACH OCCURRENCE	s 5,000,000	
	X	EXCESS LIAB CLAIMS-MADE						AGGREGATE	s 5,000,000	
		DED X RETENTION \$ 10,000							s	
		KERS COMPENSATION EMPLOYERS' LIABILITY		Y	RUWC329385	7/1/2022	7/1/2023	X PER OTH-		
- 1	ANYP	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	s 1,000,000	
- 13	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	s 1,000,000	
		i, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s 1,000,000	
8		ME IAL SERVICE PROFESSIONAL LIAB ROPER SEXUAL CONDUCT			PHSD1712134 202207175NPO 202207175NPO	7/1/2022 7/1/2022 7/1/2022	7/1/2023 7/1/2023 7/1/2023	AGGREGATE/DEDUCTIBLE EACH EVENT/AGGREGATE EACH OCCUR/AGGREGATE	\$300,000/\$5,000 \$1M/\$3M \$1M/\$1M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: As Per Contract or Agreement on File with Insured. City of Antioch, its officers, officials and employees are included as an additional insured on General Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on General Liability policy, if required. The Waiver endorsement has been requested for the General Liability policy from the insurance company and if approved will be forwarded when received. Waivers of Subrogation are included on Automobile Liability and Workers Compensation policies per the attached endorsements, if required. This Certificate replaces and supersedes all previously issued certificates.

CERT	IFIC.	TE	HOL	DFR

CANCELLATION

City of Antioch Community Development Department P.O. Box 5007 200 H Street Antioch, CA 94531-5007 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

////

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Named Insured:	
Endorsement Effective Date:	

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations,

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

(Ed. 01-19)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Sc			

			-0.00		
lan	ket	\A/	2	110	,

Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

Waiver Premium (prior to adjustments)

All CA Operations

4627.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 07/01/2022 Policy No.: RUWC329385 Endorsement No.:

Insured: Premium \$

Insurance Company: Cypress Insurance Company

Countersigned by _____

WC 99 04 10 C (Ed. 01-19)

AMENDMENT NO. <u>1</u> TO AGREEMENT FOR PROFESSIONAL SERVICES FOR 2022-24 MAYOR'S APPRENTICESHIP PROGRAM'S TRAINING & DEVELOPMENT SERVICE PROVIDERS

THIS FIRST AMENDMENT TO THE AGREEMENT FOR RUBICON PROGRAMS is entered into this 13th day of December 2023, by and between the CITY OF ANTIOCH, a municipal corporation ("City"), and RUBICON PROGRAMS, their address is 2500 Bissell Avenue, Richmond, CA 94804 ("Contractor").

RECITALS

WHEREAS, on November 23rd, 2022, City and Rubicon Programs, entered into an Agreement for Professional Services for the 2022-24 Mayor's Apprenticeship Program's Training and Development ("**Agreement**") ending on December 31, 2023.

WHEREAS, in the pursuit of program excellence, significant time has been devoted to the development of comprehensive programming, coupled with extensive efforts in outreach and recruitment for the Mayor's Apprenticeship Program; and

WHEREAS, recognizing the need for additional time to fully implement and maximize the impact of the Training and Development initiatives, it is deemed essential to extend the existing Agreement, to ensure the successful realization of the program's objectives.

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

1. Section 1.1 "Terms of Services" the first sentence shall be amended to read as follows:

The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024, and Contractor 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.

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

CITY OF ANTIOCH:

Kwame P. Reed

A ctingCity Manager

ATTEST:

Flizabeth Householder

City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith

City Attorney

RUBICON PROGRAMS:

By:

"DC" Carole Dorham-Kelly, Ph.D

Chief Executive Officer

EXHIBIT A SCOPE OF WORK

Scope Overview: Between November 23, 2022- December 31, 2023, Rubicon Programs will partner with the City of Antioch to implement the MAP pilot. In this pilot period, Rubicon programs will partner with the City of Antioch to recruit and enroll **20 TAY Participants** in the comprehensive workforce experience.

The City of Antioch will secure apprenticeship placement sites with Department of Public Works.

Rubicon will provide the following supportive programs in support of TAY Apprentice's persistence and completion of the MAP.

Rubicon will provide individualized services for TAY participants, including:

- · Comprehensive Intake
- Individualized Coaching guided by participant's goal plan
- Parent Coaching (when co-enrolled in Rubicon's parenting program)
- Participant Support

Rubicon's staff team will also provide group services, including:

- Foundations Workshops: Two weeks of soft skills workshops (i.e. pre-placement) (~40 hours)
- Job Club (weekly cohort check-ins) (1 hour/week)
- Hard Skills Classes (estimated 17 Hours)

Post-Apprenticeship Support

- o 1:1 Coaching continues
- o Group support (job club) continues with an emphasis on career, education, and training.
- Business Services events, such as job fairs.

Target Timeline of Scope:

Dec 2022-Jan 2023	Rubicon and City partner for program outreach and recruitment			
Jan 2023- Feb 2023	Application review, Interviews and Candidate confirmation and acceptance			
Feb 2023- March 2023 Cohort 1 Program Orientation and Pre-placement workshop seri				
March 2023 Cohort 1 (10 TAY) begin placements in City Department				
April-May 2023 Cohort 2 Orientation and Pre-placement workshop series				
May 2023	Cohort 2 (10 TAY) begin placements in City Department			

BUSINESS NO. 3006588

BUSINESS

ANTIQCH CALIFORNIA

LICENSE

TYPE OF BUSINESS **BUSINESS ADDRESS**

418 W 4TH ST

ANTIOCH, CA 94509-1245

BUSINESS NAME

RUBICON PROGRAMS INC

ATTN:

MAILING ADDRESS 2500 BISSELL AVE

RICHMOND, CA 94804-1815

NON TRANSFERABLE

POST IN A CONSPICUOUS PLACE

Date of Expiration: 10/31/2024

THIS LIGENSE IS ISSUED WITHOUT VERIFICATION THAT THE LICENSEE IS SUBJECT TO OR EXEMPT

FROM LICENSING BY THE STATE OF CALIFORNIA.

KEEP FOR YOUR RECORDS BUSINESS TAX RECEIPT

License No.

3006588

\$0.00 \$10.00 Renewal

SB1186

\$4:00

TOTAL

\$14.00

FINANCE DEPT. 3RD & H STREET ANTIOCH, CA 94509-0504

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

_					1992 Philippine											
	1 Name (as shown on your income tax return). Name is required on this lin	ne; do not leave this line blank														
	Rubicon Programs, Inc.															
	2 Business name/disregarded entity name, if different from above															
page 3.										4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):						
s. Is on	☐ Individual/sole proprietor or Single-member LLC ☐ S Corporation ☐ S Corporation	estate		mpt pa			16									
tion	Limited liability company. Enter the tax classification (C=C corporation	on S=S corporation P=Partne	rshin) >					÷			-					
Print or type. See Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification. LLC if the LLC is classified as a single-member LLC that is disregard another LLC that is not disregarded from the owner for U.S. federal tis disregarded from the owner should check the appropriate box for	wner. Do owner of gle-mem	the I	LLC is		mptio le (if a		m FA	ATCA	repo	orting)				
ecif	Other (see instructions) ▶					(Appli	es to ac	counts	mainti	ained o	outside	the U	SI			
Spo	5 Address (number, street, and apt. or suite no.) See instructions.		Reques	ster's	name a	and a	ddress	s (op	tiona	ıl)						
9	2500 Bissell Ave.															
S	6 City, state, and ZIP code															
1	Richmond, CA 94547															
t	7 List account number(s) here (optional)							_								
1	and the state of t															
Par	Taxpayer Identification Number (TIN)			_	112			_								
	our TIN in the appropriate box. The TIN provided must match the	anne alive en line 4 to av	414	So	cial sec	rity	numb	nor								
backur	withholding. For individuals, this is generally your social security	number (SSN). However, for	or a	30	Ciai Sec	unity	T T)ei	1							
resider	at alien, sole proprietor, or disregarded entity, see the instructions	for Part I, later. For other				-			-							
	, it is your employer identification number (EIN). If you do not have	e a number, see How to ge	ta	L		_										
TIN, lat			0								_	_				
	f the account is in more than one name, see the instructions for liner. To Give the Requester for guidelines on whose number to enter.		and	Em	ployer	ident	incati	on n	umb	er						
14011100	To dive the riequester for guidelines on whose number to enter.			9	4	- 2	3	0	1	5	5	0				
				50	21	1.000	1775	1000		2	-	57				
Part																
	penalties of perjury, I certify that:															
1. The	number shown on this form is my correct taxpayer identification no	umber (or I am waiting for	a numb	er to	be iss	ued t	to me	e); ar	nd		_					
2. I am Serv	not subject to backup withholding because: (a) I am exempt from ice (IRS) that I am subject to backup withholding as a result of a fa	backup withholding, or (b)	I have	not t	or (c)	otified the II	d by 1	the I	nteri	nal F	Reve	enue	am			
no lo	nger subject to backup withholding; and	and to report an interest of	, divide		, 0. (0)		10 110	10	5		0 11	ut i i	-			
3. I am	a U.S. citizen or other U.S. person (defined below); and															
	FATCA code(s) entered on this form (if any) indicating that I am exe	empt from FATCA reporting	a is con	rect.												
	ation instructions. You must cross out item 2 above if you have been					ect to	hacl	kun	with	holdi	ina t	neca	1150			
you hav acquisit	e failed to report all interest and dividends on your tax return. For real ion or abandonment of secured property, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification	l estate transactions, item 2 outions to an individual retire	does no	ot ap	ply. Fo	r mor (IRA)	tgage , and	e inte	erest	paid y, pa	d, ayme	ents	000			
Sign Here	Signature of U.S. person > Stacey Navins	C	Date ►	7/	/1/2	02	2									
Gen	eral Instructions	• Form 1099-DIV (div	ridends,	incl	luding	those	fron	n stc	ocks	or n	nutu	al				
Section	references are to the Internal Revenue Code unless otherwise	funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other														
	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted															
	y were published, go to www.irs.gov/FormW9.	transactions by brokers)														
Durn	ose of Form	 Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) 														
nformat	idual or entity (Form W-9 requester) who is required to file an ion return with the IRS must obtain your correct taxpayer	 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) 														
	ation number (TIN) which may be your social security number adividual taxpayer identification number (ITIN), adoption	 Form 1099-C (canc 														
	r identification number (ATIN), or employer identification number	 Form 1099-A (acqui 	sition o	r aba	andonn	nent	of sec	cure	d pro	oper	ty)					
amount	report on an information return the amount paid to you, or other reportable on an information return. Examples of information	Use Form W-9 only alien), to provide you	correc	t TIN	۷.				150							
	nclude, but are not limited to, the following. 1099-INT (interest earned or paid)	If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,														



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/8/2024

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

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

PRODUCER	noider in fied or or	CONTACT Stephanie Lawrence		
(WC) Heffernan Insurance Brokers 1350 Carlback Avenue		PHONE (A/C, No. Ext): 925-934-8500	FAX (A/C, No): 925-	934-8278
Walnut Creek CA 94596		E-MAIL ADDRESS: StephanieL@heffins.com		
	License# 0564249	INSURER(S) AFFORDING CO	OVERAGE	NAIC#
		INSURER A: Nonprofits Insurance Alliance	e of California	1184
INSURED	RUBIPRO-02			10855
Rubicon Programs Inc.; Rubicon Enterprises, Inc. Rubicon Landscape Corporation		INSURER C : Colony Insurance Company		39993
2500 Bissell Ave		INSURER D :		
Richmond CA 94804-1815		INSURER E :		
		INSURER F :		
COVERAGES CERTIFICATE NUM	REP: 1655185704	REVIS	ION NUMBER:	

CUVERAGES	CERTIFICATE NUMBER.	000100704	KLVIOIOIV	HOMBEIL.
THIS IS TO CERTIFY THAT THE I	POLICIES OF INSURANCE LISTED GANY REQUIREMENT, TERM OR DR MAY PERTAIN, THE INSURAN	BELOW HAVE BEEN CONDITION OF ANY ICE AFFORDED BY T	ISSUED TO THE INSURED NAMED CONTRACT OR OTHER DOCUMENT HE POLICIES DESCRIBED HEREIN I EDUCED BY PAID CLAIMS.	WITH RESPECT TO WHICH THIS

NSR TR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	Х	COMMERCIAL GENERAL LIABILITY	Y	Y	202307175NPO	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000
		CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 200,000 \$ 10,000
	X Abuse	Abuse						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
		OTHER:						Professional Liabili	\$ 1,000,000
A	AUT	OMOBILE LIABILITY		Υ	202307175NPO	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	S
×		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	S
	X	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	S
- 1		AUTOS ONET						- America Constitutor o Consti	S
А	Х	UMBRELLA LIAB X OCCUR			202307175	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 5,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
- 1		DED X RETENTION\$ 10,000							S
		KERS COMPENSATION		Y	RUWC432142	7/1/2023	7/1/2024	X PER OTH-	
	ANYF	EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С		TRACTORS POLLUTION LIAB.			CSP4258018	4/24/2023	4/24/2024	EACH OCCURRENCE AGGREGATE	\$2,000,000 \$2,000,000

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

Re: As Per Contract or Agreement on File with Insured. City of Antioch, its officers, officials and employees are included as an additional insured on General Liability policy per the attached endorsement, if required. Waivers of Subrogation are included on General Liability, Automobile Liability and Workers Compensation policies per the attached endorsements, if required. This Certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER	CANCELLATION
City of Antioch Community Development Department	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
P.O. Box 5007 200 H Street Antioch, CA 94531-5007	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations;
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

(Ed. 01-19)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

-			
50	hed	11	
20	ileu	u	

Blanket Waiver

Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

Waiver Premium (prior to adjustments)

All CA Operations

6875.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 07/01/2023

Policy No.: RUWC432142

Endorsement No.:

Insured:

Premium \$

Insurance Company: Cypress Insurance Company

Countersigned by _____

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND RUBICON PROGRAMS

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of September 2024 ("Effective Date") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("City") and Rubicon Programs with its principle place of business at 2500 Bissell Avenue Richmond, CA 94804. City and Consultant individually are sometimes referred to herein as "Party" and collectively as "Parties."

- **SECTION 1. SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein ("**Services**"). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.
- 1.1 <u>Term of Services.</u> The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2025, the date of completion specified in <u>Exhibit A</u>, and Consultant shall complete the Services described in <u>Exhibit A</u> prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section
- 1.2 <u>Standard of Performance.</u> 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 \$330,910 notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from

City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

- **2.1** Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
 - Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services; and,
 - The Consultant's signature.

2.2 Payment Schedule.

- **2.2.1** City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B and incorporated herein], for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.
- **2.2.2** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City a final invoice, if all services required have been satisfactorily performed.]

2.3 <u>Total Payment.</u> 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 <u>Hourly Fees.</u> Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.
- **2.5** Reimbursable Expenses. Reimbursable expenses are specified below and shall not exceed three hundred and thirty thousand nine hundred and ten dollars (\$330,910). 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:
Staff salaries, Participant expenses (training, stipends, support, & incentives),
Occupancy, Supplies, and Staff Travel

- **2.6** Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- **2.7** Authorization to Perform Services. The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed from the Contract Administrator.
- **SECTION 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence

thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

- 4.1 <u>Commercial General Liability (CGL)</u>: 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** <u>Workers' Compensation Insurance</u>. 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** <u>Professional Liability (Errors and Omissions)</u>: 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 <u>Certificate of Insurance and Endorsements</u>. 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** <u>Subcontractors</u>. 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 <u>Higher Limits.</u> 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** <u>Special Risks or Circumstances</u>. 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 shallful 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 <u>Independent Contractor.</u> 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** <u>Consultant Not Agent.</u> 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 <u>Compliance with Applicable Laws.</u> 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 <u>Licenses and Permits.</u> 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 <u>Nondiscrimination and Equal Opportunity.</u> 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.

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 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.

- 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.
- **Quanticality.** 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 <u>Consultant's Books and Records.</u> 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 <u>Inspection and Audit of Records.</u> 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 <u>Intellectual Property.</u> 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** <u>Venue.</u> 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 <u>No Implied Waiver of Breach.</u> 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** <u>Successors and Assigns.</u> 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 <u>Use of Recycled Products.</u> 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 <u>Conflict of Interest.</u> 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 shall not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant shall 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, shall be disqualified from holding public office in the State of California.

- **10.7** <u>Inconsistent Terms.</u> 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** <u>Solicitation.</u> 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** <u>Contract Administration.</u> This Agreement shall be administered by <u>Monserrat Cabral</u> ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
 - **10.10** Notices. Any written notice to Consultant shall be sent to:

"DC" Carole Dorham-Kelly, Ph.D/Rubicon Programs 418 West 4th Street Antioch, Ca 94509

Any written notice to City shall be sent to:

Monserrat Cabral/Public Safety & Community Resources City of Antioch P. O. Box 5007 Antioch, CA 94531-5007

City of Antioch P. O. Box 5007 Antioch, CA 94531-5007 Attn: City Attorney **10.11** <u>Integration.</u> 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:	CONSULTANT:
CITY OF ANTIOCH	"DC" Carole Dorham-Kelly, Ph.D
Bessie Marie Scott, City Manager	Ву:
Lanning C	Name: Dr. Carole (DC) Dorham-Kelly
Attest:	Title: President & CEO
Elizabeth Householder, MPP, Uty	By:
TW Citzabeth Householder, WIFF, Coty	Name:
Approved as to Form:	Title:
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

Services shall be provided from September 1, 2024, through December 31, 2025: Rubicon Programs shall partner with the City of Antioch to implement the Mayors Apprenticeship Program (MAP). During this pilot period, Rubicon programs shall recruit and enroll 20-22 Transitional Aged Youth (TAY) Participants in the comprehensive workforce experience.

The City of Antioch shall secure apprenticeship placement sites with the Department of Public Works, Parks & Recreation Department, and local community-based organizations.

Rubicon shall provide the following programs to support TAY Apprentice's persistence and completion of the MAP.

Rubicon shall provide individualized services for TAY participants, including:

- Comprehensive Intake
- Individualized Coaching guided by the participant's goal plan
- Parent Coaching (when co-enrolled in Rubicon's parenting program)
- Participant Support

Rubicon's staff team provide group services, including:

- 3-week of soft skills workshops (i.e. pre-placement) (~40 hours)
- Job Club (weekly cohort check-ins) (1 hour/week)
- Hard Skills Classes (estimated 17 Hours)

Team shall provide Post-Apprenticeship Support, including:

- Continuation of 1:1 Coaching
- Group support (job club) continues emphasizing career, education, and training.
- Business Services events, such as job fairs.

Timeline

September 2024	Rubicon and City partner for program outreach and recruitment.
October 2024	Application review, Interviews, and Candidate confirmation and acceptance.
November 2024 Cohort 3 Program Orientation and Pre-placement workshop	
December 2024	Cohort 3 begin placements.
May 2025	Cohort 4 Orientation and Pre-placement Workshop series.
June 2025	Cohort 4 begins placements.

EXHIBIT B PAYMENT SCHEDULE

Compensation shall be in the amount of THREE HUNDRED AND THIRTY THOUSAND NINE HUNDRED AND TEN DOLLARS (\$330,910.00). Compensation paid to Contractor by the City for the Project shall not exceed a maximum total amount of \$330,910. Contractor shall submit an itemized statement that reflects the work completed and hours of services rendered by Contractor in accordance with this Agreement. The itemized statement shall reference this Agreement and shall contain detailed billing information including, but not limited to, a description of the Services rendered, work product completed, the date(s) of the Services. The invoice shall include a statement of the total contract value, amount billed to date under the contract, and the amount remaining under the contract. Invoices to City must be in accordance with the Scope of Services and Payment Schedule and shall be generally payable, if approved, within thirty (30) calendar days of receipt of each monthly statement.

MAP Budget (16 months - Sep 1 2024-Dec 31 2025)

										16 m	onths			Total
A. PERSONNEL COSTS	FTE %		Salary	10	months	6 mont	hs	Total		ARPA	0.2.7	YSC		
Lead Impact Coach/Coordinator	100%	S	70,000	S	70,000	\$ 35,00	00 \$	105,000	\$	69,300	\$	35,700	\$	105,000
Site Manager-Antioch	0%	\$	86,160	S	-	S -	S		\$		\$		\$	
President & CEO	0%	\$	225,000	\$		\$ -	S		\$		\$		\$	
Subtotal Personnel				S	70,000	\$ 35,00	_	100,000	\$	69,300	\$	35,700	\$	105,000
Fringe Benefits and Rate @ 28%				S	19,600	\$ 9,80	_	47,100	\$	19,404			\$	29,400
Total Personnel Costs				S	89,600	\$ 44,8	00 5	134,400	\$	88,704	\$	45,696	\$	134,400
B. Program Operations							_		1					
3 weeks Pre-placement training	5 hrs/day x \$21/hr x 15 days - 24 participants (cohort 3 & 4)			s	37,800		5	37,800	\$	24,948	\$	12,852	\$	37,800
Stipends and Incentives for Engagement (living expenses while completing paid training)	\$75/week x 24 weeks x 24 participants			s	43,200		S	43,200	\$	28,512	\$	14,688	\$	43,200
Participant Support (transport, work supplies/clothes, "personal emergency", childcare gaps	\$1,500 per participant x 24 x 75 utilization			s	27,000		s	27,000	\$	17,820	\$	9,180	\$	27,000
Occupancy	\$300 per month (share of rent, utilities, maintenance)			s	3,600	\$ 1,80	00 5	5,400	\$	3,564	\$	1,836	\$	5,400
Program Supplies	Daily Workshop Food x 3 weeks (15 days x \$250/day) Monthly Group Activity \$250/18 months + \$4500 (3000/1500) Office Supplies = \$1000			s	7,450	S 1,80	2 00		\$	6,105		3,145		9,250
Staff Travel/Mileage	67/mile ~200 miles/month			S	1,608	\$ 80	04 \$	2,766	\$	1,016	- TOTAL	1,750		2,766
Total Program Operations		F		S	120,658	\$ 4,40	04 5	125,416	\$	81,965	\$	43,451	\$	125,416
Total Direct Costs				s	210,258	\$ 49,20	04 \$	259,816	\$	170,669	\$	89,147	\$	259,816
D. INDIRECT COSTS		-							١.	40.004		04.474		74 002
27.40%				S	57,611	\$ 13,48	82 5	71,093	\$	46,921	5	24,171	\$	71,093
TOTAL BUDGET AMOUNT				s	267,869	\$ 62,68	36 S	330,908.25	s	217,590.00	\$ 11	3,318.25	\$ 3	330,908.25

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 shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor shall 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) <u>Appendix II to Part 200 (D) Copeland "Antti-Kickback" Act:</u> 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 shall, 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 shall, 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. § 180.935).
- (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 shall 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 shall 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.
 - (I) 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 shall take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and shall 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/18/2024

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

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

PRODUCER (WC) Heffernan Insurance Brokers		CONTACT Walnut Creek AMS Team				
1350 Carlback Avenue Walnut Creek CA 94596		PHONE (A/C, No, Ext): 925-934-8500	(A/C, No): 925	925-934-8278		
		E-MAIL ADDRESS: WalnutCreekAMS@heffins.com				
		INSURER(S) AFFORDING	COVERAGE	NAIC#		
	License#: 0564249 RUBIPRO-02	INSURER A: Nonprofits Insurance Allian	11845			
Rubicon Programs Inc.; Rubicon Enterprises, Inc. Rubicon Landscape Corporation 2500 Bissell Ave Richmond CA 94804-1815		INSURER B: Cypress Insurance Compar	10855			
		INSURER C:				
		INSURER D :				
	1	INSURER E :				
		INSURER F:				
COVERAGES CERTIFICATE NUM	ADED MANAGE					

CERTIFICATE NUMBER: 419184425 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

TR	200	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	Х	COMMERCIAL GENERAL LIABILITY	CLAIMS-MADE X OCCUR	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000			
-		CLAIMS-MADE A OCCUR			PREMISES (Ea occurrence)	\$ 500,000			
	Х				MED EXP (Any one person)	\$ 20,000			
		Abuse						PERSONAL & ADV INJURY	\$ 1,000,000
-	5557	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,000
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
_		OTHER:						Professional Liabili	\$1,000,000
A	200.00	OMOBILE LIABILITY	Y	Υ	202407175NPO	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	X	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								-N	\$
١.	X	UMBRELLA LIAB X OCCUR			202407175UMB	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 5,000,000
-		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
_		DED X RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			Υ	RUWC534829	7/1/2024	7/1/2025	X PER OTH-	
			N/A					E.L. EACH ACCIDENT	\$1,000,000
(Mandatory is		datory in NH) , describe under						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DÉS	CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Umbrella Limit is as follows:

\$5M General Liability

\$2M Automobile Liability

\$2M Social Service Professional

\$1M Abuse

Re: As Per Contract or Agreement on File with Insured. City of Antioch, its officials, officers, employees, and volunteers are included as an additional insured on General Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on General Liability policy per the attached endorsement, if required. Waivers of Subrogation are included on Workers Compensation policies per the attached endorsements, if required. This Certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER	CANCELLATION
City of Antioch Community Development Department P.O. Box 5007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
200 H Street Antioch, CA 94531-5007	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 2024-07175

NAMED INSURED: Rubicon Programs, Inc.*

FORM: NIAC-E26 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

City of Antioch, its officers, officials and employees

Community Development Department

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

NIAC-E26 11 17 Page 1 of 1

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

•			
Sc	:he	:di	ıle

Blanket Waiver

Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

Waiver Premium (prior to adjustments)

All CA Operations

7320.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 07/01/2024 Policy

Policy No.: RUWC534829

Endorsement No.:

Insured:

Premium \$

Insurance Company: Cypress Insurance Company

Countersigned by _____



NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

POLICY CHANGE THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY:

Nonprofits Insurance Alliance of California

(07175)

POLICY NUMBER:

2024-07175

NAMED INSURED:

Rubicon Programs, Inc.*

POLICY CHANGE EFFECTIVE:

10/18/2024

COVERAGE PART AFFECTED:

COMMERCIAL GENERAL LIABILITY

POLICY CHANGE#:

11

Page

The following additional insured(s) is/are hereby added to the policy:

NIAC-E26

Locations - ALL

City of Antioch, its officials, officers, employees, and volunteers.

\$0

PO Box5007 Antioch, CA 94531

Mayor's Apprenticeship Program

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM:

\$0

RETURN PREMIUM:

\$0

TOTAL PREMIUM:

\$0

AUTHORIZED SIGNATURE

10/18/2024

POLICY NUMBER: 2024-07175

NAMED INSURED: Rubicon Programs, Inc.*

FORM: NIAC-E26 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

City of Antioch, its officials, officers, employees, and volunteers.

Mayor's Apprenticeship Program

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

RESOLUTION NO. 2024/75

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ACCEPTING THE FUNDING AWARD FROM #CALIFORNIANSFORALL YOUTH JOB CORPS

WHEREAS, the City of Antioch recognizes the importance of youth engagement and empowerment in addressing community needs and fostering civic participation;

WHEREAS, the #CaliforniansForAll Youth Job Corps, administered by CaliforniaVolunteers, Office of Governor, aims to mobilize young people across the state to participate in service and volunteer opportunities, aligning with the City's goals of promoting youth involvement in community initiatives;

WHEREAS, the City of Antioch applied for and has been awarded funding through the #CaliforniansForAll Youth Job Corps program to support the expansion of Youth Services Network programming, reflecting its commitment to enhancing opportunities for youth development and civic engagement;

WHEREAS, the funding award from CaliforniaVolunteers will enable the City of Antioch to implement additional youth-focused initiatives, including but not limited to job training, educational programs, and community service projects, to benefit young residents and contribute to the overall well-being of the community;

WHEREAS, the City of Antioch recognizes the importance of collaboration and partnership in achieving its youth-oriented objectives and acknowledges California Volunteers as a valued partner in advancing its efforts to support youth empowerment and service engagement;

WHEREAS, the acceptance of the funding award from the #CaliforniansForAll Youth Job Corps program aligns with the City of Antioch's strategic priorities and objectives related to youth development, education, and community engagement; and

WHEREAS, the City of Antioch is committed to the responsible stewardship of public funds and will ensure transparent and accountable management of the awarded funds in accordance with applicable regulations and guidelines.

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

- 1. Accepts the funding award from the #CaliforniansForAll Youth Job Corps program through CaliforniaVolunteers, Office of Governor,
- 2. Authorizes the Acting City Manager to execute the associated agreements, in a form approved by the City Attorney, accepting the award, and

3. Directs the Acting City Manager or designee to spend the funding to implement the funded initiatives, in alignment with the City's strategic objectives and priorities, by the end of calendar year 2025.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of May 2024, by the following vote:

AYES:

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

Thorpe

ABSENT:

None

ABSTAIN:

None

NOES:

None

ELIZABETH HOUSEHOLDER CITY CLERK OF THE CITY OF ANTIOCH





1400 10th Street Sacramento, CA 95814 (916) 323-7646 OFFICE (916) 558-3185 FAX

5/13/2024

Monserrat Cabral Youth Services Network Manager City of Antioch

Monserrat,

Thank you for your submission for RFA CV23-112, CaliforniansForAll Youth Service Corps. CaliforniaVolunteers is pleased to announce we are making \$540,135.22 available to the City of Antioch for this solicitation. Funding must be expended by the end of Calendar Year 2025 and will be available to the City upon contract execution. If the city would like to decline this award, please let me know by 5/17/24.

Sincerely,

Josh Lord California Volunteers



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 13, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tasha Johnson, Public Safety and Community Resources Director

APPROVED BY: Bessie Marie Scott, City Manager

SUBJECT: Resolution Approving a Master Lease Agreement with Rudram LLC

for the Encampment Resolution Fund Interim Housing Program

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a Master Lease Agreement with Rudram LLC in the amount of \$1,800,000 for the Executive Inn motel property for the period of July 1, 2025 through December 31, 2026 for use as an interim housing program site for individuals experiencing homelessness and authorizing the City Manager or designee to execute the Agreement in a form approved by the City Attorney.

FISCAL IMPACT

No impact to the General Fund. The total amount of the contract is \$1,800,000, to be fully funded by the Encampment Resolution Fund (ERF) grant in the amount of \$6,812,686 awarded to the City of Antioch by the California Department of Housing and Community Development (HCD) on September 27, 2024.

DISCUSSION

On September 27 2024, the City of Antioch was awarded \$6,812,686 through the State of California's Encampment Resolution Funding (ERF) program, administered by the Department of Housing and Community Development (HCD). The grant's purpose is to address long-standing encampments and support the transition of unsheltered residents into stable, permanent housing. The City identified a critical encampment site located at Sunset and Devpar, where numerous individuals have resided in unsheltered conditions for an extended period. The ERF grant includes funding for dedicated outreach services, interim housing placements, and rapid rehousing supports specifically tailored for this population. This funding will significantly enhance the City's capacity to address challenges associated with the encampment near Sunset Drive and Devpar Court, benefiting approximately 30-40 unsheltered residents.

In March 2025, the City issued a Request for Qualifications (RFQ) to solicit interested motel owners to participate in the Interim Housing component of the ERF strategy. Two

proposals were received and reviewed by a panel comprised of City and County representatives. After a comprehensive evaluation process, the panel recommended the Executive Inn as the selected site for interim housing.

The City now seeks to enter a master lease agreement with Rudram LLC for use of its Executive Inn motel property, which consists of 34 units, for the full 18-month period of July 1, 2025 through December 31, 2026. The facility will be used exclusively to house individuals relocating from the targeted encampment.

On February 11, 2025, the City of Antioch awarded an Encampment Resolution Fund (ERF) sub-contract to Contra Costa County Health, Housing, and Homelessness Services (H3) to implement interim housing and rapid rehousing programs aimed at resolving the longstanding encampment at Sunset and Devpar. By the end of the program term, a minimum of 10 individuals with a goal of 80% to be placed successfully into permanent housing. The Health, Housing, and Homelessness Services Division (H3) will oversee the coordination of housing navigation, case management, and financial assistance distribution. The program design will integrate lessons learned from the Opportunity Village program, which previously operated at the same site. The new Interim Housing Program at the Executive Inn will serve as a critical bridge for encampment residents transitioning toward permanent housing. At the site, residents will receive wraparound services such as:

- Case management;
- Housing navigation; and
- Linkages to behavioral health, medical, and employment support.

The interim shelter program, funded at \$2,492,023 over 24 months, will provide temporary, non-congregate housing with 24/7 oversight, meals, and hygiene services. The rapid rehousing program, with an allocation of \$1,285,202 over 24 months, will connect eligible participants with stable housing options and ongoing case management. Additionally, the County will receive \$281,214 over 26 months for administrative support to ensure compliance with ERF funding requirements. Due to the overall grant period being shortened, some of the originally planned ERF grant costs are reduced and those funds reallocated to other line items. Approximately \$314,000 is being reserved for supportive services and other support as needed as we begin implementation of the project. Through participation in the Homeless Management Information System (HMIS), the County will maintain compliance with federal and state funding requirements, ensuring data accuracy and accountability. The following performance metrics will be tracked:

- 1. Number of unhoused individuals engaged and receiving ERF-3R services.
- 2. Number of clients connected to housing (short term, transitional, and permanent).
- 3. Number and amount of housing assistance payments made on behalf of clients who have achieved housing.
- 4. Number of clients receiving financial assistance and amount of funds distributed through the Flex Fund.
- Client outcomes, including length of time to obtain housing and housing stability.

By completion of the program, the goal is each individual is stably housed and connected

to critical services.

ATTACHMENTS

- A. Resolution
- B. Motel Operator RFQ

ATTACHMENT A

RESOLUTION NO. 2025/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A MASTER LEASE AGREEMENT WITH RUDRAM LLC FOR THE ENCAMPMENT RESOLUTION FUND INTERIM HOUSING PROGRAM

WHEREAS, the California Department of Housing and Community Development (HCD) has announced that the City of Antioch has been awarded an Encampment Resolution Funding (ERF) award for their application under ERF Round 3R, Window 2, in the amount of \$6,812,686.00 on September 27, 2024; and

WHEREAS, the funding is intended to support a coordinated effort to resolve the longstanding encampment located at Sunset and Devpar by providing outreach, interim housing, and rapid rehousing opportunities; and

WHEREAS, in March 2025, the City issued a Request for Qualifications (RFQ) to identify a motel property to be leased and used as an interim housing site for individuals currently residing in the identified encampment; and

WHEREAS, following a competitive review process, the Executive Inn was recommended for selection to provide 34 units of interim housing from July 1, 2025 through December 31, 2026; and

WHEREAS, the City seeks to enter into a Master Lease Agreement with Rudram LLC for the use of its Executive Inn motel property from July 1, 2025 through December 31, 2026 in an amount not to exceed \$1,800,000, funded entirely through the ERF grant; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the Master Lease Agreement with Rudram LLC in the amount of \$1,800,000 for the use of its Executive Inn motel property for a term of 18 months from July 1, 2025 through December 31, 2026 and 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 13th of May, 2025, by the following vote:

AYES:

ABSTAIN:

ABSENT:

MELISSA RHODES

CITY CLERK OF THE CITY OF ANTIOCH

NOES:

REQUEST FOR QUALIFICATIONS

For

Motel Occupancy Agreement Program to Shelter Unhoused Residents

PROPOSAL DUE DATE: APRIL 7, 2025 AT 5:00 PM

CITY OF ANTIOCH REQUEST FOR QUALIFICATIONS

For

Motel Occupancy Agreement Program to Shelter Unhoused Residents

RELEASE DATE: MARCH 6, 2025

CLOSING DATE: APRIL 7, 2025

CONTACT PERSON: TASHA JOHNSON

Proposals must be received by April 7, 2025 at 5:00 p.m. PST at the address listed below.

Tasha Johnson
Director of Public Safety and Community Resources
(925) 779-7079
tjohnson@antiochca.gov

Mailing address:

City of Antioch Department of Public Safety and Community Resources P.O. Box 5007 Antioch, CA 94531-5007

Delivery Address:

City of Antioch/ Department of Public Safety and Community Resources 200 H St Antioch, CA 945509

Office Hours: M-F 8:00 a.m. - 5:00 p.m.

NOTICE TO BIDDERS

Notice is hereby given that the City of Antioch invites sealed bids for a Motel Occupancy Agreement Program to Shelter Unhoused Residents. Each proposal shall be in accordance with the conditions and specifications on file in the Office of the Finance Department, City Hall, 200 H St, Antioch, California 94509, where copies of said conditions and specifications may be inspected or obtained. All bids must be in the format specified, enclosed in a sealed envelope and clearly identified with bid title, name of bidder and date of bid opening.

Sealed bids shall be delivered to the Director of Public Safety and Community Resources Department at the above indicated address on or before 5:00 p.m., April 7, 2025. It is the bidder's responsibility to ensure that bids are received prior to the 5:00 p.m. bid closing time as <u>late bids</u> <u>will not be accepted</u>. The City of Antioch reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of the City. Reference is hereby made to said specifications for further details which specifications, general conditions, and this "Notice to Bidders" shall be considered part of any contract made pursuant thereto.

If you downloaded this document from the City of Antioch's website, https://antiochca.gov/rfps/, it is the vendor's responsibility to check back with the website for any addenda that may have been issued, prior to the proposal due date.

I. INTRODUCTION

The City of Antioch is seeking qualifications from hotel or motel owners within the City of Antioch to participate as contractors for the Motel Occupancy Agreement Program to Shelter Unhoused Residents, henceforth referred to as "MOAP to Shelter Unhoused Residents" or "MOAP".

The City is seeking to enter into an occupancy agreement for all of the premises of a motel or hotel (up to, but not necessarily inclusive of; all guest rooms on-site) within the City of Antioch for utilization as temporary housing or shelter for individuals and households experiencing homelessness. MOAP-participating motels or hotels will be required to maintain operations for City-leased areas of the premises including but not limited to: property management, in-room cleaning, on-site staffing, and property maintenance.

In coordination with the MOAP effort, the City of Antioch also intends to contract with homelessness response service providers for provision of on-site case management and supportive services to guests staying at the MOAP site, with the goal of quickly transitioning individuals to permanent housing. These services will include health and social services to assist individuals in connecting with resources to gain and retain permanent housing.

The City of Antioch is expecting to award one contract for the occupancy agreement program of motel units for the purpose of providing temporary housing through this Request for Proposal.

II. BACKGROUND

The City of Antioch was incorporated in 1872 as a General Law City operating under the City Council/Manager form of government. The City Council is responsible for adopting ordinances, resolutions, the budget, appointing commissions and committees, and hiring the City Manager and City Attorney. The City Manager is responsible for implementing the Council's policies, ordinances and directives, for overseeing the day-to-day operations of the City, and for appointing the directors of the City's departments. Antioch is a suburban city providing quality police, water, streets, parks, engineering, planning, and administrative services. The City of Antioch has a population in excess of 117,000 and covers approximately 30 square miles. Antioch is the second largest City in Contra Costa County.

III. MINIMUM QUALIFICATIONS

Hotel or motel owners must demonstrate the following qualifications:

Occupancy Agreement Terms

Ability to provide the following:

Temporary Housing (Shelter)

Rooms for temporary housing (shelter) for individuals experiencing homelessness. Including:

- o Accepting for occupancy all individuals placed by the City and contracted service provider (guests).
- o Permitting guests to bring pets into the motel/hotel rooms. Owner may establish reasonable limits for the quantity of pets and rules regarding pet behavior, with policy approval from the City of Antioch.
- o Permitting guests to bring their possessions into the motel/hotel rooms. Owner may establish limits on the amount of belongings each individual or household may bring, with policy approval from the City of Antioch.
- o Providing facilities for secure on-site storage of guests' belongings outside of motel rooms.
- o Permitting guests access to common areas of the hotel (e.g. lobby, vending machine areas, etc.) and clearly specifying what, if any, areas will be off-limits to guests.
- o Providing a minimum of one unit to serve as administrative office and client meeting space for services staff.
- o Allowing 24/7 access by City staff, service provider staff and service provider partners (such as meal program provider).

Property Management

Owner shall have the ability to provide property management to maintain motel/hotel units as temporary housing (shelter) including:

- o Provision and maintenance of mini-fridge and microwave in each motel unit.
- o Electricity and/or gas as necessary to provide power for heating, ventilating, air conditioning and in-room appliances.
- o Utilities, including sewer, trash, disposal, and water services.
- o Elevator service (if applicable).
- o Parking spaces sufficient for all guests, as well as service provider staff.
- o Regular landscape maintenance.
- o In-room maintenance (e.g., repair of plumbing, HVAC, and televisions).
- o General property and building maintenance to keep the premises in good repair.
- o Prompt response to emergency maintenance requests, such as for clogged toilets.
- o Pest control services as needed.
- o Provision of 24-hour on-site staffing and/or security is not required; however, should the contractor desire to provide security, this should be noted in the proposal and the cost negotiated with the City (see Proposal Requirements Section).

Ongoing Operations

Owner must have the ability to provide day-to-day operational services to manage and operate the motel/hotel as temporary housing, including:

- o Coordination between hotel staff and on-site service staff as needed to ensure regular cleaning and maintenance and guest compliance with the requirements of their stay.
- o Preparation of units for guest move in and move out.
- o A front desk attendant to coordinate services, utilities, and supplies for the permitted use.
- o Providing residents with access to on-site laundry facilities
- o Access to services spaces for City service providers and contractors to work on the premises in connection with the permitted use.

Damage to Units

In the event of damage, the owner must have the ability to prepare a cost estimate and claim with a copy submitted to the City. The claim must include any accounting for costs that will be covered by the owner's insurance. Costs shall only restore the premises to the original "as-is" condition.

IV. City Commitment: On-Site Service Provision

As noted above, the City intends to contract to provide supportive services for guests staying at the MOAP site, with a focus on services that promote households obtaining and retaining permanent housing. These services will include housing navigation case management services, housing search assistance, and linkages to community resources for financial or supportive service assistance. Additional on-site services may include but are not limited to physical and behavioral health care, meal deliveries, substance use recovery support, transportation assistance, employment training and linkages, and veterinary care for pets of participants.

Supportive services will be available on a 24-hour basis to support guest needs and address conflicts or crises that may arise. Should the hotel already have 24-hour security, these costs may be factored into the contract with the hotel or motel owner.

The City would like to keep the program requirements somewhat flexible during the process; as needs may change as circumstances require.

V. PROPOSAL REQUIREMENTS

Bidders must complete the attached Statement of Qualifications Form, which requests the following information:

- o Name and contact information of individual submitting the statement of qualifications.
- o Legal name of business or individual owning the motel or hotel.
- o Hotel or motel address.
- o Total number of rooms in the hotel or motel and number of hotel or motel rooms the owner has available to lease to the City.
- o Cost to provide the rooms and associated services, under the terms explained in Section III. Cost should be provided per room per day.
- o Affirmation that the Owner meets all required qualifications outlined on the Statement of Qualifications Form.
- o The selected contractor must ensure that motel occupancy is available on **May 1, 2025**, or by an alternative date mutually agreed upon by the City of Antioch.

Please note that regular City Council meetings are on the second and fourth Tuesday of each month.

VI. SELECTION PROCESS

The Director may appoint a selection committee to review the responses and determine whether the Owner meets the required qualifications. Review criteria will include:

- o Completeness of the response to this Request for Qualifications
- o Cost per unit per day for the motel or hotel rooms
- o Ability of owner to meet the expectations set forth in Section III
- o Appropriateness of site for stated purposes of Request for Qualifications

VII. CONTRACT REQUIREMENTS

Motel or hotel owners selected to enter into a contract with the City of Antioch (Contractors) must meet the following requirements:

- Robbins-Rosenthal Fair Debt Collection Practices Act
 The successful contractor(s) must operate in accordance with ethical collection practices and obey all laws, including the Robbins-Rosenthal Fair Debt Collection Practices Act.
- 2. Insurance requirements: The successful contractor(s) will maintain in force, during the full term of the contract, and as otherwise specified by the contract, insurance as indicated by the City upon award of proposal/bid. See page 10 for minimum insurance requirements.
- 3. Indemnification Agreement: 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.

Owner agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Owner in the performance of this agreement. In the event Owner fails to obtain such indemnity obligations from others as required here, Owner agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Owner and shall survive the termination of this agreement or section.

4. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every Sub-Contractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or section.

Remittance and Reporting Requirements: The successful contractor(s) will be required to submit to the City of Antioch regular monthly remittances and statements no later than thirty (30) days following the end of the month.

VIII. RFQ SUBMISSION INFORMATION

- a. Inquiries concerning the Request for Qualifications must be submitted via email to Tasha Johnson, Public Safety and Community Resources Director by March 17, 2025 by 5:00PM at the following email address: tjohnson@antiochca.gov
- b. Responses will not be made to telephone inquiries.
- c. Responses to the inquiries will be publicly posted by March 21, 2025.
- d. Proposal Submittal: An <u>original and three copies</u> of complete proposals are required. The original must be clearly marked and contain original signatures and must be easily reproducible. Failure to clearly mark the original and provide original signatures will result in a proposal being found non-responsive and given no consideration.

The Proposal should be submitted no later than 5:00pm on April 7, 2025.

Mailing address:

City of Antioch
Department of Public Safety and Community Resources
P.O. Box 5007
Antioch, CA 94531-5007

Delivery Address:

City of Antioch

Department of Public Safety and Community Resources 4703 Lone Tree Way Antioch, CA 94531

e. The City reserves the right to reject any and all proposals submitted, to request clarifications of services submitted, to request additional information from competitors, and to waive any irregularity in the proposal. Finalist entities may be asked to present their qualifications to the Director of Public Safety and Community Resources. Following proposal evaluations, interviews and reference calls, the award of a contract to the

successful entity will be at the sole discretion of the Director of Public Safety and Community Resources .

IX. MISCELLANEOUS

- a. The City reserves the right to cancel the awarded contract with a 30-day written notice for non-compliance of agreed upon proposed specifications.
- b. The entity chosen by the City will be required to obtain a City business license prior to starting services.
- c. The entity chosen by the City will be required to execute an Agreement that has been prepared by the City. A sample agreement is included as Exhibit A and is subject to final review and approval by the City.
- d. In application, Owner must identify any sections of the City's Occupancy Agreement (Attachment "A") that poses significant concerns and would require negotiation/modification in order to be acceptable to Owner.

City of Antioch Insurance Requirements for Contractors

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 the 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 the 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 A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing.

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 Contractor'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.

Automotive 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.

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.

Professional Liability (Errors and Omissions) Insurance:

Insurance appropriate to Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000.000 aggregate.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) Additional Insured Status. The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- (2) Primary Coverage. For any claims related to the services provided by the Contractor, 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.
- (3) Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be cancelled except with notice to the City.
- (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.
- (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.
- (6) Claims made policies. If any of the required policies provide claims-made coverage:
 - (i) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - (ii) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
 - (iii) If coverage is canceled or non-renewed, and not replaced with another claimsmade policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

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.

Subcontractors

Contractor shall include all subcontractors as insured under its polices 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.

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.

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.

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:

- o Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- o 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
- o Terminate this Agreement.

City of Antioch Indemnification and Contractor's Responsibilities

- 1. CONTRACTOR shall, to the fullest extent permitted by law, indemnify, defend (with council acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONTRACTOR, its officers, employees, agents, volunteers, SUB-CONTRACTORS or SUB-CONSULTANTS, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.
- 2. In the event that CONTRACTOR or any employee, agent, SUB-CONTRACTOR or SUB-CONTRACTOR of CONTRACTOR 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, CONTRACTOR shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, SUB- CONTRACTORS or SUB-CONTRACTORS, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- Acceptance by City of insurance certificates or 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.
- 4. By execution of this Agreement, CONTRACTOR acknowledges and agrees to the provision of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Legal Requirements

- 1. Governing Law. The laws of the State of California shall govern this Agreement.
- 2. Compliance with Applicable Laws. CONTRACTOR and any SUB-CONTRACTORS shall comply with all laws applicable to the performance of the work hereunder.
- Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, CONTRACTOR and any SUB-CONTRACTORS shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 4. Licenses and Permits. CONTRACTOR represents and warrants to City that CONTRACTOR and its employees, agents, and any SUB-CONTRACTORS 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 SUB-CONTRACTORS shall, at their sole 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 additions to the foregoing, CONTRACTOR and any SUB-CONTRACTORCS shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 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, SUB-CONTRACTOR, 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 the CONTRACTOR thereby.

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

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 CONTRACTOR shall comply and pay prevailing wages.

Motel Occupancy Agreement Prov	gram – Statement of Qualifications Form			
Owner Contact Information	Jan - Statement of Qualifications Form			
Name Phone Email				
INAME FILOME EMAIL				
Ducinot				
Project				
Information				
Motel Name				
Address				
Phone				
CTty, State ZIP				
Project Detail				
Total Number of Rooms				
Number oi Rooms owner Proposes				
to Lease to City				
	\$			
Cost Per Bed Per Night	δ.			
Terms				
	dicate that the Owner meets the Qualifications/Terms. Clarifying inf			
Temporary Housing (Shelter)		Yes	No	N/A
	for occupancy all individuals placed by the City and contracted			
service				
provider?				
	bring pets into the motel/hotel rooms?			
	bring their possessions into the motel/hotel rooms?			
Does the property have facilities a	vailable for additional on-site storage of belongings?			
Will the property permit guests acc areas, etc.)?	ess to common areas of the hotel (e.g. lobby, vending machine			
' '	m of one unit to serve as administrative office and client meeting			
services staff?				
Will the property allow 24/7 access	s by City staff, service provider staff, and service provider partners			
(such as meal program providers)				
Property Management		Yes	No	N/A
and clarifying Information section	dge and microwave in each unit? If no, indicate in the explanatory below if the property will add the amenity.			
Does the property have necessary conditioning, and in room appliances?	and sufficient electricity and gas for heating, ventilating, air-			
Does the site have a functional ele	vator for upper floor access?			
Does the property have sufficient բ	parking spaces for all residents as well as provider staff?			
Does the property conduct regular	overall facility and landscape maintenance?			
Does the property conduct regular	r in-room maintenance?			
Can the property provide prompt re toilets, lost keys, etc.?	esponse to emergency maintenance requests, such as clogged			
	24-hour on-site staffing or security? If security is not currently ote this in the explanatory or clarifying notes section below.			
Ongoing Operations	†	Yes	No	N/A
Does the property have adequate l prepare	notel staffing levels to ensure regular cleaning and maintenance and			
units for guest move in and move	Jul!			
permitted use?'	sk attendant to coordinate services, utilities, and supplies for the			
Will the residents have access to c	n-site laundry facilities?			
Damage to Units		Yes	No	N/A
a claim to the owner's insurance. commercial property, general liab	ment for any excess property damages, the owner must first submit Does the owner maintain appropriate levels of insurance (i.e. ility, worker's compensation, employee dishonesty, etc.)?			
Space for Mobile Homes/Trailers		Yes	No	N/A
mobile	ooms, does the site have sufficient space for locating up to 6 existing			
Explanatory or Clarifying Informati	on			

Additional Comments (Op	tional}			
	nents in space provided be	elow		
Submission Information				
				
Submitted By				
(Print) Signature				
Date				

ATTACHMENT "A"

CITY OF ANTIOCH

OCCUPANCY AGREEMENT

COVERING PREMISES LOCATED AT
[name of motel] [address] Antioch, CA [zip code]
OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.
TaxpaverID/SSNl

This occupancy agreement ("Agreement") is dated as of ______, and is between [insert owner name] ("Owner), and the CITY OF ANTIOCH (the "City").

WITNESSETH

- A. Owner is the owner of the motel located at the address set forth above, as more particularly shown on Exhibit A. an aerial site plan. The "Premises" includes [insert number of rooms or if entire building(s)] of the motel, as reflected on the aerial site plan, consisting of [SPELL OUT NUMBER] (##) rooms, including unlimited use of the common areas and parking lot, but excludes the Excluded Space. The "Excluded Space" means the other [insert description; if there is no Excluded Space, delete sentence];
- B. The City seeks to implement a Motel Occupancy Agreement Program to provide temporary shelter and supportive services for unhoused residents;
- C. Owner operates a motel that meets the City's requirements for participation in the Program and is willing to make designated rooms available for this purpose; and
- D. The City and Owner desire to enter into this Agreement to establish the terms and conditions under which the City may utilize the Owner's motel to provide shelter for eligible participants in the Program.

The parties therefore agree as follows:

AGREEMENT

- 1. **Occupancy/Use.** The Owner hereby authorizes the City to use, and the City hereby hires from the Owner, the Premises.
- a. The City will have access to the Premises 24 hours per day, seven days per week.
- b. Subject to the terms of this Agreement and any additional rules agreed to by the parties, Owner will operate the Premises as a hotel/motel with the City as its sole guest. Owner shall not rent or otherwise allow use of the Premises by other room occupants or customers.
- c. Notwithstanding anything to the contrary above, the Owner will continue to have access to the Premises to provide services in support of the City's use of the

82595,00009\33376865.2

Premises, and to use the Excluded Space to conduct its non-City hotel business and administrative work related to Owner's business.

2.	Term. The "Term" of this Agreement begins on
	and will
	continue on a month-to-month basis until terminated by the City except that, on and after
	[date], Owner shall have the right to terminate this Agreement on thirty (30) days'
	written notice.

- 3. **Termination.** The City may terminate this Agreement at any time by giving written notice to the Owner at least 30 days prior to the date the termination becomes effective. If the City fails to complete its move-out by the scheduled termination date, the City shall continue to pay rent, calculated in accordance with Section 5 below.
- 4. **Permitted Use.** The City is using the Premises as a temporary residence for persons identified by the City as needing shelter ("Permitted Use"). The City may, at its discretion, provide various on-site support services for the occupants and provide security services for the Premises.
- 5. **Rent.** The City shall pay in arrears at the end of each monthly during this Agreement commencing on [month], [year]. Owner shall provide City with an invoice for each 30-day period. Payment shall be made in the amount of [SPELL OUT AMOUNT] DOLLARS (\$00,000) for each 30-day period which reflects a daily rate of \$[amount] for 00 rooms for 00 nights plus any and all applicable taxes, including transient occupancy taxes, normally collected from guests at the hotel. Rent for any fractional monthly period will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30th) of the rent set forth above.
- Agreement is to be in writing and will be deemed to have been given (i) three days after being deposited in the United States mail, certified and postage prepaid, (ii) one business day after being deposited with a commercial overnight delivery service (e.g., FedEx or similar), with receiver's signature required, or (iii) on the day it is personally delivered. Notices are to be addressed as follows:

To Owner:

To City:

[name] [address]

[city], [state] [zip code] Phone: (xxx) xxx-xxxx

Email:

City of Antioch Director of Public Safety and Community Resources 200 H Street Antioch, CA 94509

Phone: (925) 779-7011

Email: tjohnson@ci.antioch.ca.us

- 7. **Parking.** Owner shall cause the parking spaces on the Premises to be unobstructed and completely accessible for the City's use.
- 8. **Temporary Housing Shelter.** During the Term, Owner will provide rooms for temporary housing (shelter) for individuals experiencing homelessness, as designated by City. Owner shall:
- a. Accept for occupancy all individuals placed by the City and contracted service provider.
- b. Permit guests to bring pets into the motel/hotel rooms. Owner may establish reasonable limits for the quantity of pets and rules regarding pet behavior, with policy approval from the City.
- c. Permit guests to bring their possessions into the motel/hotel rooms. Owner may establish limits on the amount of belongings each individual or household may bring, with policy approval from the City.
- d. Permit guests access to common areas of the hotel/motel (e.g. lobby, vending machine areas, etc.) and clearly specify what, if any, areas will be off-limits to guests.
- e. Provide a minimum of one unit to serve as administrative office and client meeting space for services staff.
- f. Provide access to services spaces for City service providers and contractors to work on the premises in connection with the permitted use.
- g. Allow 24/7 access by City staff, service provider staff and service provider partners (such as meal program provider).
 - 9. **Services; Utilities; Supplies.** During the Term, Owner shall furnish the following services, utilities and supplies to the Premises, the cost of which is included in the rent set forth in Section 5 above:
- a. Sewer, trash, disposal, and water services, including both hot and cold water to the lavatories.
- b. Elevator (if any) service.
- c. Electricity and/or gas as necessary to provide power for heating, ventilating, and air

conditioning, and in-room appliances, as needed for City's operations.

- d. Landscaping.
- e. In-room housekeeping (including guest toiletries and towel and linen laundry service) each time the occupant of a room changes and, as needed to ensure regular cleaning and maintenance and guest compliance with the requirements of

their stay. Cleaning and maintenance of occupied rooms shall occur at least once a week in accordance with Isolation Use Protocols (as defined below).

- f. A front desk attendant 24 hours every day to coordinate services, utilities and supplies for the permitted use.
- g. Daily room trash disposal in accordance with the isolation use protocols set forth on Exhibit B ("Isolation Use Protocols").
- h. In-room maintenance (e.g., repair of plumbing, HVAC, and televisions), in accordance with the Isolation Use Protocols. Even though the Permitted Uses do not include Isolation, the parties are using the Isolation Use Protocols for g. and h. out of an abundance of caution.
 - t. Provision and maintenance of mini-fridge and microwave in each motel unit.
- J. Parking spaces sufficient for all motel guests, as well as service provider staff. If space is available, the City may seek to locate existing mobile home/trailers on the hotel or motel property to provide additional capacity for emergency shelter for people experiencing homelessness.
- k. Pest control services as needed.
- 1. Access to on-site laundry facilities.
- m. Standard guest toiletries on a daily basis, in accordance with Isolation Use Protocols.

Owner shall be responsible for fully communicating with its staff regarding the nature of the services being provided under this Agreement, the populations being served, and the protocols agreed to by Owner and the City.

In the event that the Owner is unable, after commercially reasonable efforts, to furnish any of the services set forth above in a satisfactory manner, the City and Owner will consult with each other to reach a solution to the problem that is mutually satisfactory (including but not limited to a decrease in rental rate). If such a solution cannot be found, (i) the City may elect to terminate this Agreement upon five (5) days' notice to Owner.

10. **Repair and Maintenance.** During the Term, Owner shall maintain the Premises in good repair. Owner will provide prompt response to

emergency maintenance requests, such as for clogged toilets.

11. **Assignment; Subletting.** The City may assign this Agreement to other government agencies with Owner's consent, which will not be unreasonably withheld, and may also allow

City service providers and contractors to work in the Premises in connection with the permitted use.

- 12. **Quiet Possession.** The City shall at all times during the Term peaceably and quietly have, hold and enjoy the Premises without suit, trouble or hindrance from Owner or any person claiming under Owner. The City shall monitor and supervise the conduct of the occupants it places at the Premises and shall remove any occupants that create an undue disturbance or refuse to follow Owner's reasonable rules of conduct. Owner shall not be responsible for the conduct of occupants placed by the City.
- 13. **Destruction.** This Agreement will terminate in the event of the total destruction of the Premises. If damage occurs that causes a partial destruction of the Premises during the Term, the City may terminate this Agreement in accordance with Section 3 above. If the City does not elect to terminate this Agreement, Owner shall cause repairs to be made as quickly as possible, but in any event, within thirty (30) days. The City will be entitled to a proportionate reduction in rent following such partial destruction until repairs are made in full or this Agreement is terminated, whichever comes first.
- 14. **Fair Employment Practices.** During the term of this Agreement, Owner may not discriminate against any subcontractor, employee, or applicant for employment, because of age, race, color, national origin, ancestry, religion, sex, gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status with respect to recruitment, selection for training including apprenticeship, hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Owner may not discriminate in providing services under this Agreement because of age, race, color, national origin, ancestry, religion, sex, gender, sexual orientation, marital status, mental disability, physical disability, medical condition, political beliefs, organizational affiliations.

Owner shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records related to this Agreement and make those records available upon request, except where prohibited by federal or state laws, regulations or rules.

Owner shall comply with all applicable federal, state, and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any Minimum Wage Ordinance enacted by the City. If Owner is found by a court or by final administrative action of an investigatory government agency to have

violated applicable wage and hours laws, in the five years prior to or during the term of this Agreement, such violation will be considered a material breach of this Agreement and may serve as a basis for City to immediately terminate this Agreement.

- 15. **Holding Over.** If the City remains in possession of the Premises after the expiration of the Term, this agreement will automatically continue on a month-to-month basis on the same terms and conditions. Nothing set forth in this Agreement shall entitle the City to remain beyond the Term set forth above.
- 16. **Surrender of Premises.** Upon the termination or expiration of this Agreement, the City will peacefully surrender the Premises to Owner in good condition. City is not responsible for

ordinary wear and tear, damage by casualty, condemnation, acts of God, or circumstances over which the City has no control over or for which Owner is responsible pursuant to this Agreement. City will deep clean the Premises. The City shall reimburse the Owner the reasonable cost of repairs, above and beyond reasonable wear and tear, necessitated by City's use of the Premises. In the event of damage, Owner must prepare a cost estimate and claim to be evaluated by the City and must include any accounting for costs that will be covered by Owner's insurance. Costs will be approved to restore the Premises to the original "as-is" condition. Such reimbursement shall be due within thirty (30) days of the City's receipt of invoices detailing the repairs and the costs therefor.

Upon termination or expiration of the Agreement, the City will cause all persons it placed at the Premises to leave the Premises and end their stay. The City will continue to pay the rent as set forth in Section 5 for each person the City placed at the Premises until such person actually leaves the Premises and ends their stay. Owner will cooperate with the City in connection with any legal proceedings related to the removal of such persons.

- 17. **Time of Essence; Binding Agreement.** Time is of the essence with respect to the terms of this Agreement. This Agreement binds and inures to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties.
- 18. **No Oral Agreements.** No alterations or variations of the terms of this Agreement are valid unless made in writing and signed by the City and Owner. No oral understanding or agreement not incorporated into this Agreement is binding on any party to this Agreement.
- 19. **Insurance.** During the Term, Owner, at is sole cost and expense, shall maintain insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, use of the Premises by the Owner, its agents, representatives, employees and subcontractors.
- a. <u>Minimum Insurance Requirements.</u> Such insurance shall meet at least the following minimum levels of coverage:
 - (i) 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. The required insurance limits may be met if an umbrella insurance provision explicitly supplements both the CGL and general aggregate limits to reach the required threshold. If Owner's

services include work within 50 feet of a railroad right of way, the Owner 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.

- (ii) **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if <u>Owner</u> 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.
- (iii) Workers' Compensation Insurance. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (iv) Owner, at Owner's sole cost and expense, shall, during the Term, keep the Premises and any structural improvements on the Premises insured in sufficient amounts against loss or damage by fire and other casualty commonly covered by standard fire and all risk coverage insurance including flood coverage, using replacement cost as the valuation. Owner does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all

claims against the City on account of any fire or other casualty insured against whether or not such fire or other casualty is the result, in whole or in part, from the negligence of the City.

- b. <u>Endorsements.</u> The insurance policies shall contain the following provisions, or Owner shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:
 - (i) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work, activities or operations performed by or on behalf of the Owner, or automobiles owned, leased, hired or borrowed by Owner. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - (ii) The insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Owner's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Owner's insurance and shall not be called upon to contribute with it in any way.
- d. <u>Evidence of Coverage.</u> Prior to execution of the Agreement, Owner shall provide the City with evidence of insurance, including original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement on forms satisfactory to the City. However, City's failure to obtain the required documents prior to the execution of the Agreement 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.
- e. <u>Policy Provisions Required.</u> Owner shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Owner shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Owner shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

- f. Waiver of Subrogation. Owner hereby grants to City a waiver of any right to subrogation which any insurer of said Owner may acquire against the City by virtue of the payment of any loss under such insurance. Owner 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.
- f, <u>Deductibles and Self-Insurance Retentions.</u> Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require

Owner 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.

(i)	If any of the	roquirod	adiaiaa r	rovido olo	ima mada	oovorogo:

- (1) The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
- (ii) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
- (iii) 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 Owner must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- g. <u>Qualifying Insurers.</u> All policies required shall be from a company or companies with a current A.M. Best's rating ofno less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- h. <u>Subcontractors</u>. Owner shall include all subcontractors as insured under its polices 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.
- t. <u>Higher Limits.</u> If Owner maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Owner. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- J. <u>Special Risks or Circumstances.</u> 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.
- k. Additional Insurance Provisions.
 - (i) The foregoing requirements as to the types

and limits of insurance coverage to be maintained by Owner, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Owner pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any

premium paid by City will be promptly reimbursed by Owner or City will withhold amounts sufficient to pay premium from payments due to Owner. In the alternative, City may cancel this Agreement.

20. Indemnification.

a. To the fullest extent permitted by law, Owner 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 Owner, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Owner'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. Owner 's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Owner, the City, its officials, officers, employees, agents, or volunteers.

Owner agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Owner in the performance of this agreement. In the event Owner fails to obtain such indemnity obligations from others as required here, Owner agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Owner and shall survive the termination of this agreement or section.

- b. In the event that Owner or any employee, agent, sub-consultant or subcontractor of Owner 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, Owner shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Owner 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.
- c. Acceptance by City of insurance certificates or endorsements required under this Agreement does not relieve Owner 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.
- d. By execution of this Agreement, Owner acknowledges and agrees to the provision of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.
 - 21. Hazardous Substances. City will comply with all applicable laws existing during the Term pertaining to the use, storage, transportation, and disposal of any hazardous substance, as that term is defined in the applicable law. If Owner or any of its affiliates, successors, principals, employees, or agents incurs any liability, cost, or expense, including attorney's fees and costs, as a result of the City's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance during the Term, including any petroleum derivative, the City shall indemnify, defend, and hold harmless any of these individuals against such liability. Where the City is found to be in breach of this provision during the Term due to the issuance or a government order directing the City to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the City or any person acting under the City's direct control and authority, the City will be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by Owner in connection with or in response to such government order. If a government order is issued naming the City or the City incurs any liability during or after the Term of this Agreement in connection with contamination that pre-existed the City's obligations and occupancy under this Agreement or that were not caused by the City, Owner shall hold harmless, indemnify, and defend the City in

connection therewith and will be solely responsible as between City and Owner for all efforts and expenses thereto.

- 22. **Restoration of Premises.** Any equipment installed on the Premises by the City during the Term of this Agreement is and will remain the property of the City. The City shall remove its personal property and any fixtures brought to the Premises by the City when vacating the Premises. The City shall restore the Premises to the condition existing immediately prior to taking possession of the Premises, ordinary wear and tear excepted.
- 23. Notice of Health Insurance Portability and Accountability (HIPAA) and Patient Privacy Law Compliance. Owner acknowledges that it may have direct or incidental access to

"Protected Health Information" or "PHI" or contact with occupants of the Premises. For purposes of this section of the occupancy Agreement, "Protected Health Information" or "PHI" has the meaning provided by the Standard for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards") as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (42 U.S.C. Section 1320d, et seq.), California Civil Code Section 56.20 et seq. and other applicable California laws (each and collectively, the "HIPAA Laws").

The City will endeavor to implement reasonable safeguards to protect the PHI from any intentional or unintentional disclosure to third parties in violation of the Privacy Standards by implementing appropriate administrative, technical, and physical safeguards to protect the privacy of PHI, and will endeavor to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Owner and Owner's representative and staff. The parties agree that Owner and its staff will not need access to, and will not use or disclose, any PHI of an occupant of the Premises during the Term. If PHI is disclosed to Owner or its staff, either directly or indirectly and regardless of whether the disclosure is inadvertent or otherwise, Owner shall take reasonable steps to maintain, and to require its staff to maintain, the privacy and confidentiality of such PHI, including that no PHI will be removed from the Premises by Owner or its staff, and no PHI will be discussed with or otherwise disclosed to any other person or entity. Owner agrees to immediately notify the City upon learning of any disclosure of PHI to Owner or its staff. The parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the parties as that term is defined by the Privacy Standards. The City may immediately terminate this occupancy Agreement without penalty if Owner violates this provision.

- 24. **Taxes.** Owner is solely responsible for all tax liabilities, including property taxes.
- 25. Miscellaneous.
- a. <u>Force Majeure.</u> Any failure by either party to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond the party's reasonable control.
- b. <u>Compliance with Applicable Laws.</u> Owner and any subcontractors shall comply with all laws applicable to the performance of the Agreement.
- c. Other Governmental Regulations. To the extent that this Agreement may be

funded by fiscal assistance from another governmental entity, Owner and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

d. <u>Licenses and Permits.</u> Owner represents and warrants to City that Owner 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. Owner represents and warrants to City that Owner and its employees, agents, any subcontractors shall, at their sole 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, Owner and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

e. Nondiscrimination and Equal Opportunity. Owner 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 Owner under this Agreement. Owner 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 the Owner thereby.

Owner shall include the provisions of this subsection in any subcontract under this Agreement.

- f. <u>Prevailing Wages.</u> Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, Owner shall comply and pay prevailing wages.
- g. Entire Agreement. This Agreement constitutes the full and complete Agreement and understanding between the parties relative to the subject matter of this Agreement and supersedes all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the same subject matter. Any prior or contemporaneous oral or written representations relating to the same subject matter are hereby revoked and extinguished by this Agreement.
- h. <u>Immunities.</u> Notwithstanding anything to the contrary in this Agreement, the City retains all immunities provided by the Government Code and any other provision of law, including immunities applicable during an emergency.
- 1. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, all of which together constitute one and the same Agreement. Each counterpart will be deemed to be an original provided that both parties have fully executed this Agreement.

J. <u>Authorization to Sign.</u> The City and Owner both represent and warrant that the execution, delivery, and performance of this Agreement has been duly authorized and that this Agreement is being signed by a person who meets statutory or other binding approval to sign on behalf of their entity.

- k. <u>Electronic Execution.</u> Unless otherwise prohibited by law or City policy, the parties agree that an electronic copy of this Agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term "electronic copy of this agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term "electronically signed agreement" means the agreement that is executed by applying an electronic signature using technology approved by the City.
- 1. <u>No Third Party Rights.</u> This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.
- m. Governing Law & Venue. This Agreement is being executed and delivered in, and is to be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement is in the County of Contra Costa. EACH OF THE PARTIES CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN CONTRA COSTA COUNTY, CALIFORNIA.

This Agreement is being executed as of the date set forth in the introductory paragraph.

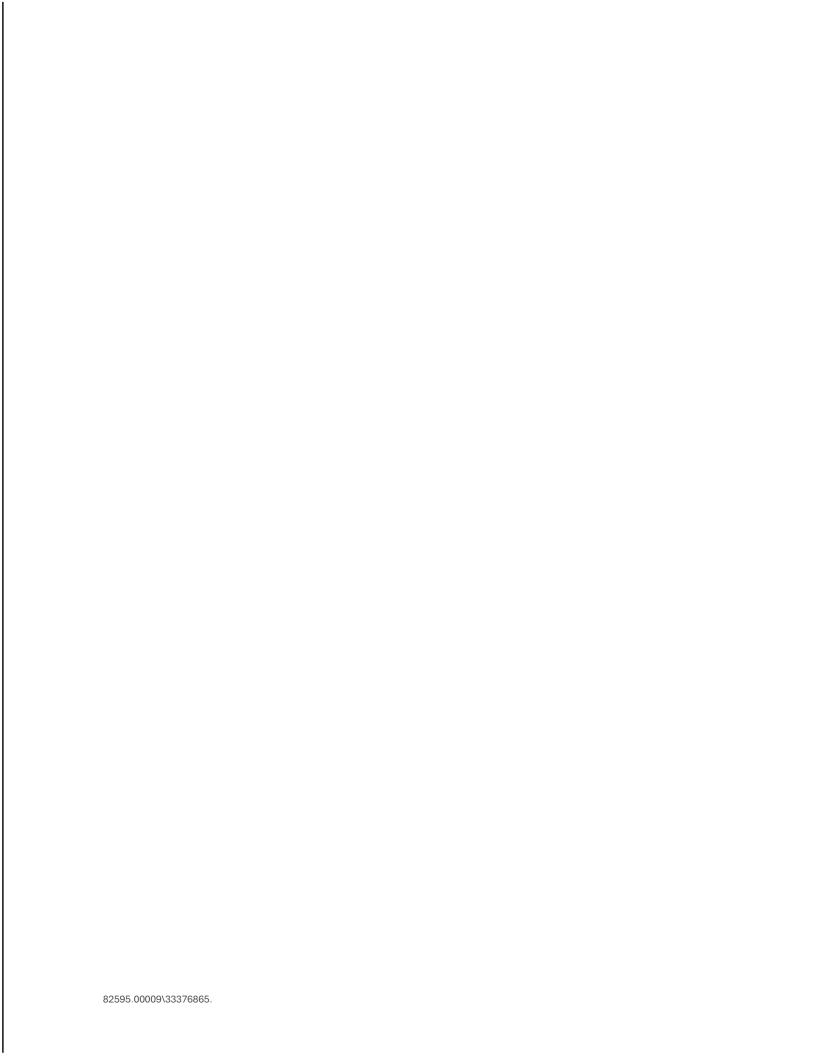
OWNER	CITY:
	CITY OF ANTIOCH, a California municipal corporation
By:	Ву:
Name:	Name:
Title:	Title:

EXHIBIT A SITE PLAN

EXHIBITB

Isolation Protocols for Hotels/Motels Used for Accommodation of High-Risk Persons Experiencing Homelessness

- Guests should remain in their rooms except for essential needs or services, including room cleaning. While outside their room, guests should wear a mask and maintain a distance of 6 feet. No visitors will be allowed except for service providers.
- 2. Housekeeping activities by hotel staff should be performed daily, or as outlined in the lease.
- a. Bathroom supplies including soap, shampoo, toilet paper and tissues should be provided and can be left outside the room door for pickup by the guest.
- b. Guest rooms shall be cleaned 1x/week or as outlined in lease agreement. Guest must be out of the room while hotel staff is cleaning. Housekeeping should replace and launder all linens, towels, remove garbage bags and replace with new liners, etc. Cleaning staff should wear personal protective equipment such as gloves and masks and use cleaning products that are EPA-certified. Cleaning staff should perform hand hygiene procedures after cleaning.
- c. Upon check-out, on-site service provider will notify hotel staff when room is ready to be cleaned.
- 3. All meals should be left outside the room. Guests will be advised to pick them up by on- site service provider staff.
- 4. Maintenance staff should wear mask and gloves to perform maintenance and then sanitize all equipment used to perform the maintenance. Routine EPA-certified cleaning supplies are adequate.
- 5. Hotel staff is expected to coordinate with on-site service staff as needed to ensure regular cleaning and maintenance is being done, and guests are complying with requirements of their stay. City contracted; on-site service provider staff will be onsite, 24 hours per day.





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 13, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Toby Beach, Collection Systems Superintendent

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

SUBJECT: Sewer System Management Plan Update 2025

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the Sewer System Management Plan Update 2025 as mandated by the State Water Resources Control Board and authorize staff to certify the approved update using the State Water Resources Control Board Electronic Reporting System.

FISCAL IMPACT

The cost of the preparation of the Sewer System Management Plan (SSMP) Update, including staff time and consultant costs of \$19,902, are provided for in the FY24/25 Sewer Enterprise Fund budget.

DISCUSSION

The City is required to prepare a SSMP Update to comply with the 2022-0103-DWQ Statewide General Waste Discharge Requirements Order for Sanitary Sewer Systems. This new General Order became effective on June 5, 2023, and supersedes Order No. 2006-0003-DWQ and amendments thereafter. The General Order requires periodic audits of the SSMP to ensure its effectiveness and continued compliance with new State mandated requirements.

The purpose of the SSMP Update is to ensure continuous improvement of the wastewater collection system, reflect system and operational improvements, maintain compliance with regulations, and minimize Sanitary Sewer Overflows (SSOs). The Public Works Department developed an SSMP to meet the State Water Resources Control Board (SWRCB) requirements implemented in April of 2009. City staff revised and/or recertified the SSMP in 2013, 2015, 2018 and 2023 respectively, as required by SWRCB. The City is required to recertify the SSMP every six years. This 2025 update is the City's regularly scheduled recertification. This proactive approach requires enrollees to ensure a system-wide operation, maintenance, and management plan is in place that will reduce the number and frequency of SSOs within the state. Too, this approach will in turn decrease the risk to human health and the environment caused by SSOs.

Updates to the existing SSMP include regulatory context in the form of providing a general

description of the local SSMP and discussing SSMP implementation and updates, updating key positions and roles, updating equipment inventory and training needs, and updating the Spill Emergency Response Plan (SERP). Approval of the updated SSMP will keep the City in compliance with the SWRCB mandate for periodic updates of the plan.

ATTACHMENTS

A. Resolution

Exhibit 1. Sewer System Management Plan Update 2025

RESOLUTION NO. 2025/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE SEWER SYSTEM MANAGEMENT PLAN UPDATE 2025 AND
AUTHORIZING STAFF TO CERTIFY THE APPROVED UPDATE USING THE STATE
WATER RESOURCES CONTROL BOARD ELECTRONIC REPORTING SYSTEM

WHEREAS, the City is required to prepare a Sewer System Management Plan (SSMP) Update to comply with the 2022-0103-DWQ Statewide General Waste Discharge Requirements Order for Sanitary Sewer Systems.

WHEREAS, this new General Order became effective on June 5, 2023, and supersedes Order No. 2006-0003-DWQ and amendments thereafter and this General Order requires periodic audits of the SSMP to ensure its effectiveness and compliance with the requirements;

WHEREAS, the purpose of the SSMP Update is to ensure continuous improvement of the wastewater collection system, reflecting system and operational improvements, and to maintain compliance with regulations and minimize sanitary sewer overflows.

WHEREAS, the City developed an SSMP to meet the State Water Resources Control Board (SWRCB) requirements implemented in April of 2009. The City revised the SSMP in 2013, 2015, 2018 and 2023 as required by SWRCB and is required to recertify the SSMP every five years;

WHEREAS, updates to the existing SSMP include adding regulatory context in the goals and introduction section, updating key positions and roles, updating equipment inventory and training needs, and updating the Spill Emergency Response Plan (SERP);

WHEREAS, this proactive approach requires enrollees to ensure that a systemwide operation, maintenance, and management plan is in place that will reduce the number and frequency of SSOs within the state.

WHEREAS, this approach will in turn decrease the risk to human health and the environment caused by SSOs and approval of the SSMP Update will keep the City in compliance with the SWRCB mandate; and

WHEREAS, the Antioch City Council has considered approving the Sewer System Management Plan Update 2025 as described in Exhibit 1 of this resolution and authorizing staff to certify the approved update using the State Water Resources Control Board Electronic Reporting System.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, hereby approves the Sewer System Management Plan Update 2025 and

RESOLUTIO	N NO.	2025/***
May 13, 2025	·	
Page 2		

authorizes staff to certify the approved SSMP Update 2025 using the State Water Resources Control Board Electronic Reporting System.

* * * * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of May 2025, by the following vote:

	MELISSA RHODES CITY CLERK OF THE CITY OF ANTIOCH
ABSENT:	
ABSTAIN:	
IOES:	
AYES:	

Exhibit 1

City of Antioch Sewer System Management Plan

2025 Update

FINAL

APRIL 2025

Prepared for:

CITY OF ANTIOCH
PUBLIC WORKS DEPARTMENT
1201 W 4th Street
Antioch, CA 94509
(925) 779-6954

Prepared by:

BLACK WATER CONSULTING ENGINEERS, INC. 602 Lyell Drive Modesto, CA 95356 (209) 322-1820





TABLE OF CONTENTS

1	Sewer	System Management Plan Goal and Introduction	1
	1.1 Re	egulatory Context	1
	1.1.1	Purpose	1
	1.1.2	Background	1
	1.1.3	Goals	2
	1.2 SS	SMP Update Schedule	2
	1.3 Se	ewer System Asset Overview	3
	1.3.1	Location	3
	1.3.2	Service Area Boundary	3
	1.3.3	Population and Community Served	3
	1.3.4	System Size	3
	1.3.5	Structures Diverting Storm Water to the Sewer System	5
	1.3.6	Data Management Systems	5
	1.3.7	Sewer System Ownership and Operation Responsibilities	5
	1.3.8	Service Connections	5
	1.3.9	Unique Service Boundary Conditions and Challenge(s)	6
2	Organi	zation	8
	2.1 Le	egally Responsible Official	8
	2.2 Pc	ositions Responsible for Implementing SSMP Elements	9
	2.2.1	Director of Public Works/City Engineer	9
	2.2.2	Deputy Director of Public Works/Maintenance	9
	2.2.3	NPDES/Collection Systems Superintendent	
	2.2.4	Collection Systems Supervisor	10
	2.2.5	Collection Systems Technician	10
	2.2.6	Lead Collection Systems Worker	10
	2.2.7	Collection System Worker I & II	10
	2.2.8	Sewer Camera Truck Operator	11
	2.2.9	Contractors	11
	2.3 Cd	ontact Information and Organization Chart	11
	2.4 Cł	nain of Communication for Reporting SSOs	15
3	Legal A	Authority	20
	3.1 M	lunicipal Code	20
4	Operat	tions and Maintenance Program	22
	4.1 U	pdated Map of Sanitary Sewer System	22
		reventive Operation and Maintenance Activities	
	4.2.1	Gravity Sewers	23
	4.2.2	Pump Stations & Force Mains	25
	4.2.3	Non-Routine Maintenance	26
	4.2.4	Private Sewer Laterals	26
	4.2.5	Root Foaming	
	4.2.6	Rehabilitation and Replacement Program	
	4.3 Tr	raining Program	
	4.3.1	City Staff	
	4.3.2	Training Resources (Materials)	



	4.3.3 Staff Contracted for City Projects	. 28
	4.4 Equipment and Parts Inventory	. 28
5	Design and Performance Provisions	. 29
	5.1 Updated Design and Construction Standard and Specifications	. 29
	5.2 Procedure and Standards	.30
6	Spill Emergency Response Plan	.31
	6.1 Goals	.31
	6.2 Authority	.32
	6.3 SERP Stand-Alone Document	.32
7	Sewer Pipe Blockage Control Program	.33
	7.1 Public Education and Outreach Program	.33
	7.2 Disposal of Pipe Blocking Substances	. 34
	7.3 Legal Authority to Prohibit Discharges	. 34
	7.4 Requirements to Install Grease Removal Devices	.34
	7.5 Authority to Inspect, Enforcement, and Staffing	.35
	7.5.1 Staffing	.35
	7.5.2 Enforcement Actions	.35
	7.6 Identification of System Sections Subject to Blockages	.35
	7.7 FOG Preventative Maintenance	.36
8	System Evaluation, Capacity Assurance and Capital Improvements	.38
	8.1 System Evaluation and Condition Assessment	.38
	8.2 Capacity Assessment and Design Criteria	.38
	8.3 Prioritization of Corrective Action	.38
	8.4 Capital Improvement Plan	
9	Monitoring, Measurement, and Program Modifications	.40
	9.1 Maintaining Relevant Information	.40
	9.2 Monitoring of SSMP Elements	.40
	9.3 Assess Preventive Maintenance Activities	.41
	9.4 Plan Updates Procedures	.43
	9.5 SSO Trends	.43
10	Internal Audits	.47
	10.1 SSMP Audits Overview	.47
	10.2 Audit Schedule	.47
11	Communication Program	.48
	11.1 Public Communication	.48
	11.2 Owner/Operators of Systems Communication	.48
12	References	.50



LIST OF TABLES

Table 1-1 - SSN	ИР Update and Local Audits Schedule	2
	vity Sewer System Size Distribution	
Table 1-3 – Gra	vity Sewer System Materials of Construction	4
Table 1-4 – Inv	entory of Sewer Lines by Pipe Age	5
Table 1-5 – Nu	mber of Service Connections	5
Table 2-1 – Res	ponsible Officials for SSMP Implementation and Maintenance	11
_	al Authority	
Table 4-1 – His	torical Line Cleaning Summary	24
_	h-Frequency Cleaning Mainlines	
Table 4-3 – Sur	nmary of Pump Stations	25
Table 4-4 – Sur	nmary of Force Main Assets	25
	ining Opportunities	
	nitoring of SSMP Elements	
	seline Performance January 2018 through December 2024	
Table 11-1 – Co	ontact Information to Address SSMP-Related Issues	49
	LIST OF FIGURES	
	LIST OF FIGURES	
Figure 1-1 – Ar	itioch Sanitary Sewer System Map	7
	tioch Public Works Collection Systems Organization Chart	
	tioch Public Works Chain of Communication	
-	cations of SSOs from 2021 to 2024	
Figure 9-1 – SS	O Overflows by City Asset	44
Figure 9-2 – Nu	ımber of Overflows by Cause	44
Figure 9-3 – His	storical SSO Volumes	45
Figure 9-4 – Ov	rerflows Volumes Percent Recovered	45
Figure 9-5 – His	storical SSO Rates	46
	ADDENDICES	
	APPENDICES	
Attachment A	Criteria for Rating Cleaning Results	
Attachment B	Decision Matrix for CCTV Return Frequency	
Attachment C	Marina Pump Station Inspection & Maintenance Checklist Form	
Attachment D	Equipment and Parts Inventory	
Attachment E	Spill Emergency Response Plan	
Attachment F	Public Outreach Materials	
Attachment G	Approved Grease Haulers List	
Attachment H	SSMP Audit Checklist	



ABBREVIATIONS

ADWF Average Dry Weather Flow
BMP Best Management Practices
CCTV Closed-Circuit Televising
Central San Central Sanitation District
CIP Capital Improvement Program

City City of Antioch

CIWQS California Integrated Water Quality System
CMMS Computerized Maintenance Management System
CMOM Capacity, Management, Operation, and Maintenance

CWEA California Water Environment Association

DELTA Delta Diablo

DOF California Department of Finance

DS Data Submitters

EPA Environmental Protection Agency

FOG Fats, Oil, and Grease

FSE Food Service Establishments
GIS Geographical Information System

GRD Grease Removal Devices LRO Legally Responsible Official

MACP Manhole Assessment and Certification Program

MPA Municipal Pooling Authority

MRP Monitoring and Reporting Program

NASSCO National Association of Sewer Service Companies

OES Office of Emergency Services
O&M Operation & Maintenance

PACP Pipeline Assessment and Certification Program

PM Preventative Maintenance

RWQCB Regional Water Quality Control Board

SERP Spill Emergency Response Plan
SOP Standard Operation Procedures
SSMP Sewer System Management Plan

SSO Sanitary Sewer Overflow

SWRCB State Water Resources Control Board WDID Waste Discharge Identification Number

WDR Waste Discharge Requirements



1 Sewer System Management Plan Goal and Introduction

This section of the SSMP outlines the City's goals for managing, operating, and maintaining its sanitary sewer system.

1.1 Regulatory Context

This Sewer System Management Plan (2025 SSMP) is an update to the City of Antioch (City) Sewer System Management Plan prepared on October 2018 (2018 SSMP) [1]. The 2018 SSMP was prepared to satisfy the requirements of the State Water Resources Control Board (SWRCB) Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements (WDRs) for Sanitary Sewer Systems [2].

In December 2022, the SWRCB adopted Order WQ 2022-0103-DWQ, Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems (General Order), which updated, expanded, and clarified sections of the WDRs [3]. This General Order serves as a statewide waste discharge requirement and supersedes the previous SWRCB Order 2006-0003-DWQ and its subsequent amendments.

The 2025 SSMP was developed to comply with the requirements outlined in the current SWRCB General Order.

1.1.1 Purpose

The purpose of an SSMP is to document ongoing local sewer system management program activities, procedures, and decision-making. The 2025 SSMP addresses short-term and long-term system resilience through:

- 1. Proactive planning and decision-making;
- 2. Updated operations and maintenance activities and procedures;
- 3. Identification of high-risk system spill areas;
- 4. Implementation of capital improvements; and
- 5. Sufficient local budget to support staff resources, contractors, equipment, and training.

The 2025 SSMP presents a plan to reduce the overall volume of sanitary sewer overflows (SSOs) and prevent future occurrences of SSOs. The City shall develop and implement an updated SSMP to facilitate adequate local funding and management of its sanitary sewer system.

1.1.2 Background

The requirements for the SSMP are closely related to the Environmental Protection Agency (EPA) Capacity, Management, Operation, and Maintenance (CMOM) program and constitute the Best Management Practice (BMP) approach to regulating collection systems.

The 2025 SSMP requirements, as established in the General Order are as follows:

- 1. Sewer System Management Plan Goals and Introduction
- 2. Organization
- 3. Legal Authority



- 4. Operation and Maintenance Program
- 5. Design and Performance Provisions
- 6. Spill Emergency Response Plan
- 7. Sewer Pipe Blockage Control Program
- 8. System Evaluation and Capacity Assurance Plan and Capital Improvements
- 9. Monitoring, Measurement and Program Modifications
- 10. Internal Audits
- 11. Communication Program

Each of these elements is addressed in the following sections, including a description of the SWRCB requirement and any supporting information for that element. The WDRs have established an SSMP implementation schedule based on the size of the agency.

The SWRCB has established an SSO database that is part of the Central Integrated Water Quality System (CIWQS), a secure, online regulatory and water quality information management system. The SSO online database provides the City secure access for electronic reporting.

1.1.3 Goals

The City's goals are:

- 1. To properly and safely manage, operate, and maintain all portions of the City's wastewater collection system;
- 2. To provide adequate capacity to convey the peak wastewater flows to the wastewater treatment plant. Adequate capacity, for the purposes of the SSMP, is defined as the capacity to convey the peak wastewater flows that are associated with peak wet weather flows;
- 3. To minimize the frequency of SSOs;
- 4. To mitigate the impacts that are associated with any SSO that may occur; and
- 5. To meet all applicable regulatory notification and reporting requirements.

1.2 SSMP Update Schedule

Under the General Order, the City shall update its SSMP every six (6) years after the date of its last SSMP Update due date. The City shall conduct an internal program audit at a minimum frequency of once every three (3) years. The audits are due within six (6) months after the end of the 3-year audit period. The SWRCB has created a website for searching required due dates using the Waste Discharge Identification (WDID) number: https://www.waterboards.ca.gov/water_issues/programs/sso/lookup/. The SWRCB's WDID number for the City's collection system is 5SSO10890. **Table 1-1** summarizes the following due dates for the SSMP update and audit.

Table 1-1 – SSMP Update and Local Audits Schedule

		SSMP Updat	e Due Dates	Audit Due Dates	
System Name	WDID Number	Current SSMP Next SSMP Update*		Last Required 3-Year Audit Period	Next Required 3-Year Audit Period **
City of Antioch	5SSO10890	5/2/2025	5/2/2031	5/2/2024	5/2/2028

^{*} Updates are due within (6) years after the required due date of the City's last Plan Update.

^{*} The Audit Report is due within six (6) months after the end of the required 3-year audit period.



1.3 Sewer System Asset Overview

This section of the SSMP outlines the City's owned assets and service area.

1.3.1 Location

The City of Antioch is located in the eastern region of Contra Costa County, California, along the southern shore of the San Joaquin River. It lies approximately 45 miles northeast of San Francisco, 18 miles east of Concord, and 7 miles east of Pittsburg. Other nearby cities include Brentwood (10 miles southeast), Oakley (5 miles east), and Bay Point (10 miles west). Antioch is situated along State Route 4, providing regional connectivity to neighboring areas and access to the greater Bay Area.

1.3.2 Service Area Boundary

The San Joaquin River borders the City to the north and features a historic downtown area along the waterfront. As of February 2025, the service area contains approximately 35,596 parcels and 32,396 residential and commercial sewer lateral connections. Refer to **Figure 1-1** for a map of the study area that shows the City's service area boundary.

1.3.3 Population and Community Served

According to the California Department of Finance (DOF), the City's population for 2024 was estimated to be 115,632. The City's land use designations consist of residential neighborhoods, commercial and employment, mixed uses, public uses, and open space [4].

1.3.4 System Size

The City's wastewater collection system comprises 316.8 miles of gravity pipeline, which includes 19.2 miles of approved but not yet constructed lines. Additionally, the system consists of one small lift station, one small force main measuring 0.06 miles (321 linear feet), and 6,306 manholes and access points within the collection network.

Tables 1-2, 1-3, and **1-4** provide detailed information on the gravity sewer pipes maintained by the City. Additionally, the City is responsible for maintaining lower laterals equipped with backflow prevention devices at City easements.

For a comprehensive overview of the City's sanitary sewer system service area, refer to **Figure 1-1**.



Table 1-2 – Gravity Sewer System Size Distribution

Pipe Size (in)	Number of Pipe Segments	Pipe Length by Pipe Size (ft)	Percentage of the System
4	68	4,942.1	0.30%
6	3,032	731,790.7	43.75%
8	2,553	648,030.9	38.74%
10	265	65,857.5	3.94%
12	208	59,188.9	3.54%
14	3	1,008.8	0.06%
15	95	26,574.8	1.59%
16	9	1,766.4	0.11%
18	160	51,246.1	3.06%
20	6	1,273.7	0.08%
21	54	12,974.4	0.78%
24	38	10,907.1	0.65%
33	106	33,205.6	1.99%
36	10	2,886.5	0.17%
42	3	700.4	0.04%
48	5	1,186.8	0.07%
Unknown	85	19,160.7	1.15%
Total	6,700	1,672,701.4	100.00%

Table 1-3 – Gravity Sewer System Materials of Construction

Pipe Material	Number of Pipe Segments	Pipe Length by Pipe Size (ft)	Percentage of the System
Asbestos Cement Pipe (ACP)	15	3,314.8	0.20%
Ductile Iron Pipe (DIP)	56	7,811.0	0.47%
Polyvinyl Chloride (PVC)	582	122,640.0	7.33%
Reinforced Concrete Pipe (RCP)	33	9,204.4	0.55%
Steel Pipe (SP)	65	10,932.4	0.65%
Unknown	131	44,545.8	2.66%
Vitrified Clay Pipe (VCP)	5,818	1,474,253.0	88.14%
Total	6,700	1,672,701.4	100.00%

Table 1-4 – Inventory of Sewer Lines by Pipe Age

Period of Construction	Pipe Length by Pipe Size (ft)	Percentage of the System
2000 - current	295,572	17.67%
1980 -1999	918,086	54.89%
1960 -1979	426,254	25.48%
1940 - 1959	32,789	1.96%
1920 - 1939	0	0.00%
1900 - 1919	0	0.00%
Total	1,672,701	100.00%

1.3.5 Structures Diverting Storm Water to the Sewer System

There are no structures diverting storm water to the sewer system.

1.3.6 Data Management Systems

The City currently utilizes a Geographical Information System (GIS) and a Computerized Maintenance Management System (CMMS) to track information regarding the operation and maintenance of its wastewater sewer system. The City also reports SSOs to the SWRCB's online SSO database.

1.3.7 Sewer System Ownership and Operation Responsibilities

Wastewater transported through the City's collection system is discharged into the Delta Diablo conveyance system, where it undergoes final transport, treatment, and disposal. The City is responsible for maintaining approximately 168 miles sewer laterals (when a legal public clean out is present) that connect individual parcels to the mainline sewers. Additionally, the City maintains the gravity sewer main lines. Delta Diablo is responsible for the operation and maintenance of the sewage pumping stations located on Fulton Shipyard Road at Wilbur Avenue and Neroly Road at Wilbur Avenue, as well as all force mains within the City and the wastewater treatment facility.

The City is required to report all SSOs through CIWQS using its unique WDID, 5SSO10890. This WDID allows the City Council, customers, and other stakeholders to access specific information regarding the City's sewer performance records.

1.3.8 Service Connections

The estimated percentage of service connections for each land use are provided in Table 1-5.

Table 1-5 – Number of Service Connections

Land Use Designation	Estimated Percentage of Total Service Connection		
Commercial	11.10%		
Residential	88.59%		
Industrial	0.30%		
Total	100.00%		



1.3.9 Unique Service Boundary Conditions and Challenge(s)

The sanitary sewer system is subject to a variety of unique service boundary conditions and operational challenges that influence the management, maintenance, and performance of the system. These conditions and challenges include, but are not limited to:

Geographical and Topographical Constraints

The service area includes steep terrain, which increases the risk of high-velocity flows, erosion of infrastructure, and complications in accessing certain sewer lines for maintenance or repair.

Portions of the system are located in low-lying areas that are prone to flooding during heavy rain events, increasing the risk of inflow and infiltration (I&I).

Jurisdictional Boundaries

Some portions of the system may fall under easements or run through private property, complicating access for inspections, repairs, or upgrades.

Aging Infrastructure

Certain segments of the sewer system are over 50 years old, making them more vulnerable to root intrusion, cracks, and structural failure.

Environmental Considerations

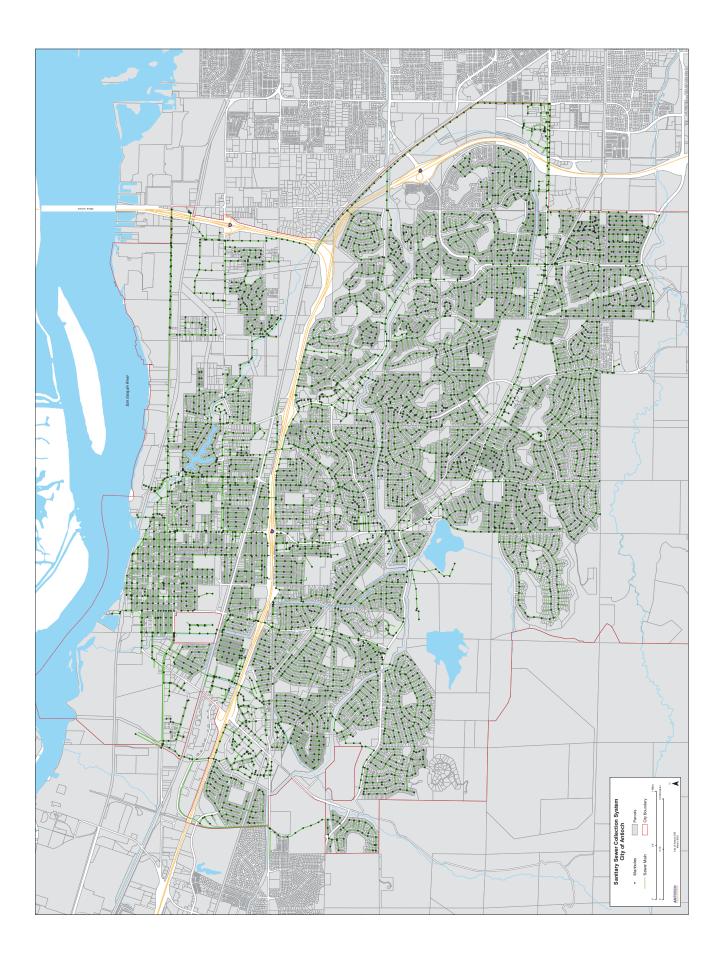
Portions of the sewer system run through environmentally sensitive areas, such as wetlands or habitat preserves, requiring special permitting and environmentally conscious practices during construction or repair.

Stringent state and federal environmental regulations impose strict limits on overflows and discharges, increasing compliance risks during peak wet weather events.

Operational Challenges

Limited access to certain sewer lines due to dense urban development or remote locations can delay routine maintenance and emergency response.

Wet weather events pose a major challenge due to increased I&I, which can overload the system and risk SSOs (Sanitary Sewer Overflows).





2 Organization

The purpose of this section of the SSMP is to identify City staff responsible for implementing the plan, responding to SSO events, and ensuring compliance with SSO reporting requirements. Additionally, this section designates the Legally Responsible Official (LRO) responsible for fulfilling the SWRCB requirements for preparing and certifying spill reports.

Regulatory Requirements

The 2025 SSMP must identify organizational staffing responsible and integral for implementing the local SSMP through an organization chart or similar narrative documentation that includes:

- 1. The name of the Legally Responsible Official as required in section 5.1 (Designation of a Legally Responsible Official) of the General Order;
- 2. The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific SSMP elements;
- 3. Organizational lines of authority; and
- 4. Chain of communication for reporting spills from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies, as applicable. (For example, County Health Officer, County Environmental Health Agency, and State Office of Emergency Services).

2.1 Legally Responsible Official

The Director of Public Works /City Engineer holds the overall responsibility for developing, implementing, and maintaining the City's SSMP. The City has designated specific classifications as LROs, who are responsible for reporting and certifying all documents and SSO reports in the CIWQS, as required by the WDR.

Additionally, certain classifications are designated as Data Submitters (DS), who are authorized to input draft data into the CIWQS Online SSO Database on behalf of the City, provided they have received authorization from an LRO.

The City is required to notify the SWRCB within thirty (30) days of the addition or removal of any individual designated as an LRO or DS.

The City's authorized representative for all wastewater collection system matters is Scott Buenting, Director of Public Works/City Engineer. This individual is authorized to submit verbal, electronic, and written spill reports to the Regional Water Quality Control Board (RWQCB), SWRCB, Contra Costa County Health Services Agency, and the Office of Emergency Services (OES). Additionally, the Director of Public Works serves as the City's designated Legally Responsible Official and is authorized to certify electronic spill reports submitted to the SWRCB.

Additionally, the Collection System Technician and the Lead Collection Systems Worker serve as Data Submitters. They are authorized to submit verbal, electronic, and written spill reports to the RWQCB, SWRCB, Contra Costa County Health Services Agency, and OES.



2.2 Positions Responsible for Implementing SSMP Elements

Further details on City staff members responsible for the development, implementation, and maintenance of specific SSMP elements, including their job titles and contact information, are described in the following sections.

2.2.1 Director of Public Works/City Engineer

The Director of Public Works/City Engineer (Director of Public Works) is responsible for planning, directing, managing, and overseeing the activities and operations of the Public Works Department. These responsibilities encompass water treatment and distribution, wastewater collection, storm drain and channel maintenance, street maintenance, signage, striping, streetlight maintenance, fleet services, parks and facilities maintenance, geographic information systems, and marina operations. The role also includes engineering development, design review, and construction inspection for new development, facility expansion and improvement, and utility infrastructure rehabilitation. Additionally, the Director of Public Works is tasked with protecting and advancing the City's water rights, developing and implementing both short- and long-term departmental goals, coordinating assigned activities with other departments and external agencies, and providing high-level administrative support to the City Manager.

2.2.2 Deputy Director of Public Works/Maintenance

The Deputy Director of Public Works/Maintenance (Deputy Director) assists the Director of Public Works/City Engineer in planning, organizing, and managing all operations within the Public Works Department. This position plays a pivotal role in executing department goals, programs, and policies related to the City's water distribution, wastewater collection, storm drainage, streets, fleet maintenance, and capital improvement projects.

The Deputy Director provides leadership over divisions such as Engineering, Operations and Maintenance, and Utilities. The position is also responsible for implementing regulatory programs and ensuring compliance with federal, state, and local environmental regulations, including those related to the SSMP. Key duties include supervising division managers and technical staff, preparing and managing operating and capital budgets, and contributing to strategic planning and policy development.

Additionally, the Deputy Director supports public communication and engagement efforts, serves as a liaison to external agencies and the community, and may serve as the City's LRO for sewer system reporting in the absence of the Director. This position requires comprehensive knowledge of municipal infrastructure systems, environmental regulations, and the ability to coordinate complex projects and initiatives across multiple divisions and agencies.

2.2.3 Collection Systems Superintendent

The Collection Systems Superintendent (Collection Systems Superintendent) is responsible for directing, managing, supervising, and coordinating the activities and operations of the Collection Systems/NPDES Division within the Public Works Department. This includes overseeing the maintenance and repair of the City's wastewater and stormwater systems, facilities, and related equipment while ensuring compliance with state and federal regulations and requirements. The role involves coordinating assigned activities with other divisions, departments, and external agencies to maintain operational efficiency. Additionally, the Collection Systems Superintendent provides highly responsible and complex administrative support to the Director of Public Works and the Deputy Director.



In addition, the Collection Systems Superintendent serves as an LRO and is authorized to act as the City's LRO in the absence of the Director of Public Works and Deputy Director. The Collection Systems Superintendent is authorized to submit and certify verbal, electronic, and written spill reports to the SWRCB, RWQCB, County Health Services Agency, and OES.

2.2.4 Collection Systems Supervisor

The Collection Systems Supervisor is responsible for supervising, assigning, reviewing, and participating in the work of staff engaged in the maintenance and repair of the City's wastewater and stormwater systems, facilities, and related equipment. This role ensures compliance with local, state, and federal regulations and codes while maintaining work quality and adherence to established policies and procedures. The supervisor coordinates assigned activities with other City divisions, contractors, and external agencies, overseeing and inspecting projects to ensure contract compliance. Additionally, the position involves maintaining accurate work records, including timecards and work orders, serving as a technical resource for assigned work crews, and performing complex and technical tasks related to the assigned area of responsibility. The Collection Systems Supervisor plays a critical role in ensuring the effective maintenance and regulatory compliance of the City's wastewater and stormwater infrastructure.

2.2.5 Collection Systems Technician

The Collection Systems Technician is responsible for installing hardware and software, providing end-user support for personal computer systems, and assisting with the administration of the data network. Additionally, this role is responsible for entering sewer system-related data, including verbal and electronic spill reports, into the reporting systems for the RWQCB, SWRCB, Contra Costa County Health Services Agency, and the State of California OES database system.

2.2.6 Lead Collection Systems Worker

The Lead Collection Systems Worker is responsible for leading, overseeing, reviewing, and participating in the more complex and specialized tasks performed by staff in the maintenance, operation, and repair of the City's wastewater collection system and lift stations. This role involves operating a variety of maintenance and construction equipment, including a pressurized hydro cleaner and sewer vacuum truck, while carrying out technical tasks related to assigned areas of responsibility. When assigned to NPDES, the Lead Collection Systems Worker also plans, assigns, reviews, and evaluates the work of crews engaged in storm channel and storm drain maintenance activities, including construction, maintenance, and repair. Additionally, this role oversees contract work, participates in hands-on fieldwork, and performs other related duties as assigned.

2.2.7 Collection System Worker I & II

Collection Systems Worker I and II perform a range of semi-skilled and skilled tasks related to the maintenance, operation, and repair of the City's wastewater collection system and lift stations. These roles also involve operating various maintenance and construction equipment, including a pressurized hydro cleaner and sewer vacuum truck, to ensure the effective functioning of the wastewater infrastructure.



2.2.8 Sewer Camera Truck Operator

Under the general supervision of the Collection Systems Supervisor, this position is responsible for directing and personally performing a variety of tasks related to the Closed-Circuit Televising (CCTV) of the City's wastewater collection and storm systems, along with their associated appurtenances. The role involves regularly carrying out technical tasks relevant to CCTV operations, requiring knowledge and proficiency in the use of CCTV equipment, heavy machinery, vehicles, power tools, and hand tools utilized for televising, maintenance, cleaning, and repair of the City's wastewater and storm collection systems. This position also requires an understanding of safety equipment, procedures, and best practices to ensure adherence to established safe work protocols and procedures. Additionally, the individual in this role may serve as a crew leader, overseeing and guiding team operations as needed.

2.2.9 Contractors

The City currently utilizes service contracts for root foaming and roach control, which external contractors provide. Additionally, the City maintains an emergency response services contract with an external contractor, which is engaged as needed for emergency response assistance.

2.3 Contact Information and Organization Chart

The Director of Public Works is responsible for overseeing the implementation, periodic auditing, and maintenance of the City's SSMP. While the Director of Public Works retains ultimate oversight, these responsibilities may be delegated to designated staff members as appropriate.

Other City staff members responsible for the development, implementation, and maintenance of specific SSMP elements, along with their respective job titles and contact information, are listed in **Table 2-1**.

Table 2-1 – Responsible Officials for SSMP Implementation and Maintenance

SSMP Element	Legally Responsible Official	Name	Phone Number	Email Address
Introduction	Director of Public Works/City Engineer	Scott Buenting	925-779-6958	sbuenting@antiochca.gov
I - Goals	Director of Public Works/City Engineer	Scott Buenting	925-779-6958	sbuenting@antiochca.gov
II - Organization	Director of Public Works/City Engineer	Scott Buenting	925-779-6958	sbuenting@antiochca.gov
III - Legal Authority	City Attorney	Derek Cole	925-779-7015	dcole@ci.antioch.ca.us
IV - O&M Program	NPDES/Collection Systems Superintendent	Toby Beach	925-779-6962	tbeach@antiochca.gov



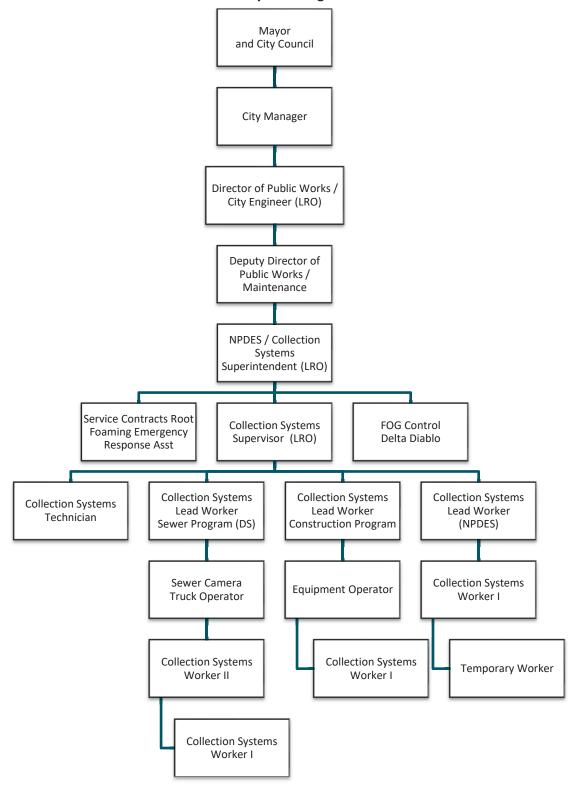
SSMP Element	Legally Responsible Official	Name	Phone Number	Email Address
V - Design & Performance Provisions	Director of Public Works/City Engineer	Scott Buenting	925-779-6958	sbuenting@antioch.ca.gov
VI - Spill Emergency Response Plan	NPDES/Collection Systems Superintendent	Toby Beach	925-779-6962	tbeach@antiochca.gov
VII - Sewer Pipe Blockage Control Program	City Clean Water Program Delta	Darrell Cain	925-756-1915	darrellc@deltadiablo.org
VIII - System Evaluation and Capacity Assurance Plan	Director of Public Works/City Engineer	Scott Buenting	925-779-6958	sbuenting@antioch.ca.gov
IX - Monitoring, Measurement, and Program Modifications	NPDES/Collection Systems Superintendent	Toby Beach	925-779-6962	tbeach@antiochca.gov
X - SSMP Program Audits	NPDES/Collection Systems Superintendent	Toby Beach	925-779-6962	tbeach@antiochca.gov
XI - Communication	NPDES/Collection Systems Superintendent	Toby Beach	925-779-6962	tbeach@antiochca.gov
Attachment A - Criteria for Rating Cleaning Results	NPDES/Collection Systems Superintendent	Toby Beach	925-779-6962	tbeach@antiochca.gov
Attachment B - Decision Matrix for CCTV Return Frequency	NPDES/Collection Systems Superintendent	Toby Beach	925-779-6962	tbeach@antiochca.gov
Attachment C - Marina Pump Station Inspection & Maintenance Checklist Form	NPDES/Collection Systems Superintendent	Toby Beach	925-779-6962	tbeach@antiochca.gov



SSMP Element	Legally Responsible Official	Name	Phone Number	Email Address
Attachment D - Equipment and Parts Inventory	NPDES/Collection Systems Superintendent	Toby Beach	925-779-6962	tbeach@antiochca.gov
Attachment E - Spill Emergency Response Plan	NPDES/Collection Systems Superintendent	Toby Beach	925-779-6962	tbeach@antiochca.gov
Attachment F - Public Outreach Materials	NPDES/Collection Systems Superintendent	Toby Beach	925-779-6962	tbeach@antiochca.gov
Attachment G - Approved Grease Haulers Lists	NPDES/Collection Systems Superintendent	Toby Beach	925-779-6962	tbeach@antiochca.gov

The organization lines of authority are provided in **Figure 2-1**.

Figure 2-1 – Antioch Public Works Collection Systems Organization Chart





2.4 Chain of Communication for Reporting SSOs

The City's SSO response begins with identifying whether the issue originates from a City-owned main or a private lateral. For private spills, field staff document the incident with photos, notify the property owner, provide educational materials, and recommend hiring a plumber. If the owner is unavailable, staff leave a door hanger and voicemail. Unresolved or escalated cases may involve supervisor review and coordination with health or enforcement agencies. If directed, City crews may clear private blockages and record time and equipment for cost recovery.

For City system spills, responders log arrival time, assess severity, and mobilize additional resources if needed. Spills over 1,000 gallons or threatening surface waters require immediate notification to Cal-OES. Staff initiate containment, document the site extensively, and prioritize protection of sensitive areas such as storm drains, schools, and intersections. Containment may involve vacuum trucks, mats, pumps, and barriers.

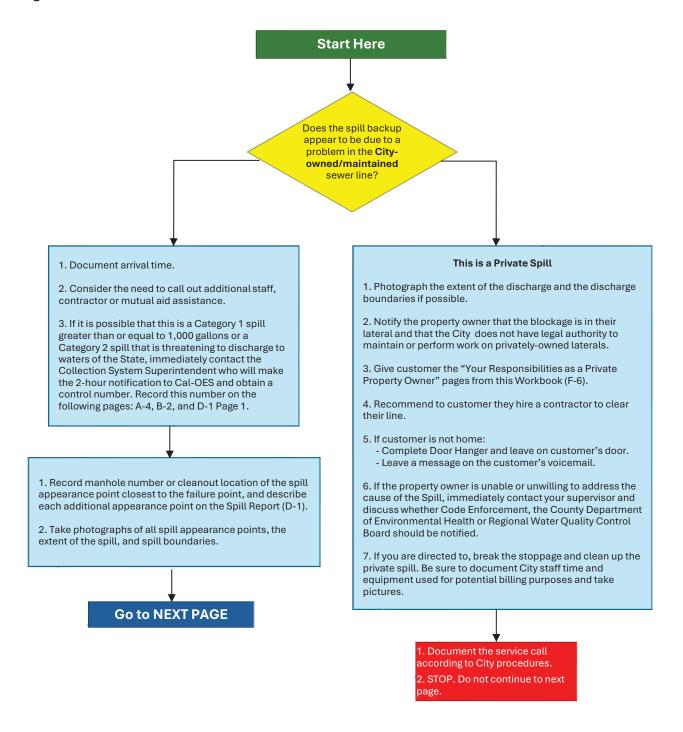
Crews address the blockage, clean the area, and collect debris, with follow-up sampling and shoreline cleanup required if surface waters are impacted. When spills reach drainage systems, responders seal the system, recover sewage, and flush with three times the spill volume.

If private property is affected, staff complete a First Responder Form, provide claim information and lodging if needed, and document cleanup consent or refusal. Restoration teams may assist, and disinfecting efforts are carefully managed to avoid stormwater contamination. Final steps include completing the City's official Spill Report, compiling documentation, and notifying the City Attorney's Office and relevant regulatory agencies.

For additional information regarding the City's chain of communication, refer to the Spill Emergency Response Plan located in **Attachment E**, Section C, page 1-4. A visual representation of the communication structure for reporting spills is also provided in **Figure 2-2**.



Figure 2-2 - Antioch Public Works Chain of Communication





Continue from PREVIOUS PAGE

BEGIN DIVERSION AND CONTAINMENT, AS NECESSARY

1. DIVERT AWAY FROM SENSITIVE AREAS:

- a. Cover unplugged storm drains w/mats, or use dirt/other material to divert sewage away from sensitive areas (e.g., schools, playgrounds, intersections, etc.)
- b. ENSURE PUBLIC CONTACT DOES NOT OCCUR. Use cones/barricades to isolate area.

2. CONTAIN SPILL & RETURN TO SYSTEM, IF POSSIBLE:

a. As practical, plug or block drainage conveyance system entry locations or use rubber mats to cover basin inlet and divert flow to a downstream sanitary sewer manhole (barricade manhole if left open and monitor after barricade) or area suitable to capture the spill for later collection.

If any amount has already reached the drainage conveyance system, trace it downstream to a dry manhole and block it from entering surface waters. i.e., plugs, sandbags, or vacuum truck.

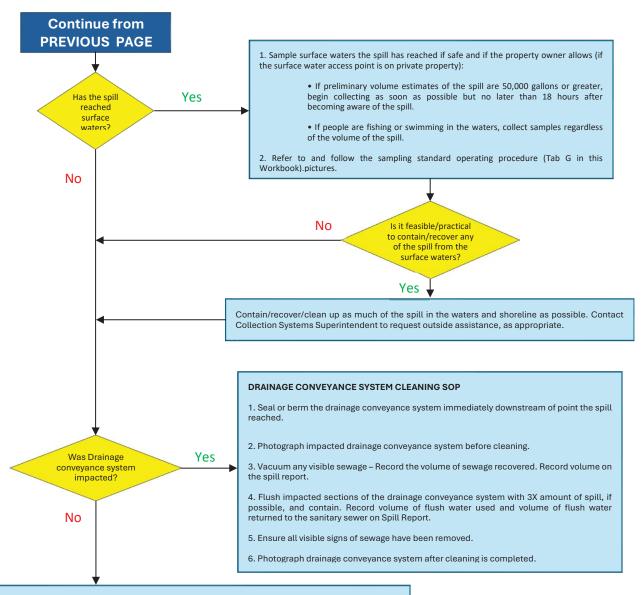
- b. If you are confident that you can capture the spill in the drainage conveyance system, trace it downstream to a dry manhole and then divert the spill to the drainage conveyance system for later recovery and return to the sanitary sewer.
- c. Use bypass pumps to pump around blockage until it can be removed.
- d. Divert to low area of ground where it can be collected later.
- ${\bf 3.\ PHOTOGRAPH\ each\ drainage\ conveyance\ system\ entry\ location.}$

ADDRESS CAUSE OF SPILL/BACKUP ASAP

- 1. For spill/backups not related to a pump station, relieve the stoppage. Note the distance of the obstruction from the manhole and catch/remove debris that could cause another stoppage. After flow has returned to normal, clean the pipe thoroughly. Consider televising (CCTV) the affected line.
- 2. For pump station related spill/backups refer to that station's Emergency Response Plan.
- 3. Photograph staff activities while clearing the blockage.

Go to NEXT PAGE



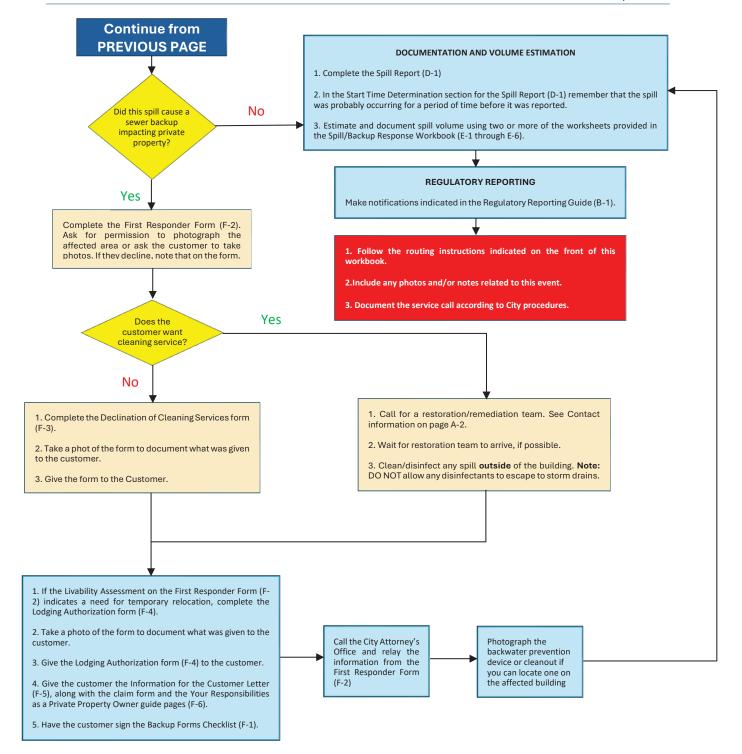


IMPACTED AREA CLEANUP, AS NECESSARY

- 1. Assign staff to begin cleanup. If you might use the area measured volume method to estimate the volume, draw a sketch of the spill footprint and capture dimensions before washing it down.
- 2. Remove all signs of gross pollution with a shovel, broom, rake, and bucket. (toilet paper, solids, grease, etc.)
- 3. Flush impacted area with 3X amount of spill, if possible, and contain. Record volume of flush water used and volume of flush water returned to the sanitary sewer on the Spill Report (D-1).
- 4. Setup berm/other means to contain all water so it can be returned to sewer.
- 5. Don't use disinfectants if they may enter storm drain system and not be fully recovered or if they may enter surface waters.
- 6. Address saturated soil with removal and/or in-place treatment, depending on the extent of the contamination, the location, and land use. Take measures to prevent accidental contact by the public. NOTE: addressing saturated soil may involve returning to the site one or more days after the spill event.
- 7. Photograph the area when cleanup operations are complete

► Go to NEXT PAGE







3 Legal Authority

This section of the SSMP outlines the City's legal authority to comply with the SSMP requirements, as specified in its Municipal Code and agreements with other agencies.

Regulatory Requirements

The 2025 SSMP must include copies or an electronic link to the City's current sewer system use ordinances, services agreements, and/or legally binding procedures to demonstrate the City possesses the necessary legal authority to:

- 1. Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; fats, oils, and grease; and trash, including rags and other debris that may cause blockages;
- 2. Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;
- 3. Require that sewer system components and connections be properly designed and constructed;
- 4. Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or maintained by the City;
- 5. Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures; and
- 6. Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.

3.1 Municipal Code

The Antioch Municipal Code provides the majority of necessary legal authority for the sewer collection system. The Municipal Code is posted on the City's website and can be found using the following electronic link.

City's Municipal Code Link: https://codelibrary.amlegal.com/codes/antioch/latest/overview

In addition, the City works cooperatively with Delta Diablo on all elements of the Sewer Pipe Blockage Control Program and coordinates all program requirements in conjunction with Delta Diablo's most recent District Code (Delta Code). The critical references to the Delta Code provide additional authority for administering the Program. The Delta Code can be found using the following electronic link.

Delta Code Link: https://deltadiablo.specialdistrict.org/files/8d0b985bb/DistrictCode.pdf

The City's legal authorities are summarized in **Table 3-1**.



Table 3-1 – Legal Authority

Requirement	Legal Authority Reference	Meets Order WQ 2022-0103-DWQ Requirements?
Prevent illicit discharges into the wastewater collection system	AMC 6-4.108; DD 2.28.065	Yes
Limit the discharge of fats, oils, and grease and other debris that may cause blockages	AMC 6-4.109; DD 2.28.650	Yes
Collaborate with storm sewer agencies to coordinate emergency spill responses	AMC 9-4.622	Yes
Ensure access for maintenance, inspection, or repairs for portions of the service lateral owned or maintained by the City	AMC 6-4.115	Yes
Require property installation, testing, and inspection of new and rehabilitated sewers	AMC 9-4.702	Yes
Require that sewers and connections be properly designed and constructed	AMC 9-4.605	Yes
Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or maintained by the City	AMC 6-4.115	Yes
Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures	AMC 1-2.07; 5-1.103; 5- 1.201; 6-4.210; DD 2.28.430 to .510 and .665	Yes
Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance	AMC 9-4.605	Yes



4 Operations and Maintenance Program

This section of the SSMP provides an overview of the City's sewer system operations and maintenance program. It is also intended to provide a checklist to support future SSMP audits.

Regulatory Requirements

To meet the requirements in the General Order, the 2025 SSMP must:

- 1. Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service area boundaries;
- 2. Provide a scheduling system and data collection system for preventative operation and maintenance activities conducted by staff and contractors;
- 3. Provide in-house and external training on a regular basis for sanitary sewer system operations and maintenance staff for contractors; and
- 4. Provide an inventory of sewer system equipment, including identification of critical replacement and spare parts.

4.1 Updated Map of Sanitary Sewer System

The City uses GIS, which includes information on its wastewater collection system assets, including gravity line segments, manholes, pumping facilities, and force mains. The City also has information on its GIS for its storm drainage system. The GIS information is available to appropriate City staff. An up-to-date map of the sanitary sewer system showing the sewer facilities within the service area boundary is shown in **Figure 1-1**.

Field crews have access to electronic GIS maps that are accessed via tough book computers and/or tablets. These maps are accessed on the City's web portal or by logging onto their CMMS. If access to the City's web portal or CMMS is unavailable, the crew can revert back to hard copies stored in their vehicles. These GIS maps are updated annually. Corrections that are identified by the field crews are noted on their portable device and submitted to the main office for review. Corrections and new facilities are incorporated into the maps during the annual update.

A copy of the GIS map of the City's wastewater collection system can be obtained from the City's website and via following the link: https://www.antiochca.gov/public-works-department/geographic-infosystems-gis-gallery/.

4.2 Preventive Operation and Maintenance Activities

The elements of the City's sewer system Operation and Maintenance (O&M) Program include:

- 1. Proactive, preventive, and corrective maintenance of gravity sewers, upper laterals, and lower laterals;
- 2. Ongoing CCTV inspection program to determine the condition of the gravity sewers;
- 3. Rehabilitation and replacement of sewers that are in poor condition; and
- 4. Periodic inspection and preventive maintenance for the lift stations and force mains.



The collection system organization chart for implementing the City's O&M program is shown in **Figure 2-1**. The details of the program are explained in the following sections.

4.2.1 Gravity Sewers

The City is responsible for the operation and maintenance of its wastewater collection system, including the lower laterals that connect private upper laterals from residences and buildings. Maintenance activities include CCTV inspections, root cutting, and lateral replacement during mainline sewer projects to ensure proper system function. To support these efforts, a dedicated CCTV inspection crew proactively inspects wastewater collection system facilities, investigates stoppages and SSOs, and conducts condition assessments for the Capital Improvement Program (CIP). Over the past ten years, all gravity sewer main lines 10 inches in diameter or smaller have undergone inspections and CCTV assessments.

To ensure system reliability, the City conducts visual inspections of its wastewater collection system facilities during significant storm events. These inspections focus on sewers with known hydraulic limitations, pump stations, siphons, and creek crossings to identify potential vulnerabilities and mitigate risks. Additionally, the wastewater collection system staff maintains a prioritized list of known structural deficiencies, organized based on the Pipeline Assessment and Certification Program (PACP) Quick Rating System. High-priority structural deficiencies are repaired as soon as possible, either by the City's sewer repair crew or an external contractor on an as-needed basis.

The City implements a proactive sewer cleaning program, ensuring that all sewer pipelines smaller than 24 inches are cleaned at least once every three years. Additionally, preventive cleaning is conducted for pipelines with a history of recurring issues (hot spots) on a quarterly schedule. Approximately 73,625 linear feet, 4% of the sewer system, is currently included in the hot spot cleaning program.

All cleaning operations follow the evaluation criteria outlined in **Attachment A**, Criteria for Rating Cleaning Results, to assess and document the materials removed during the cleaning process. Large-diameter pipelines, 24-inches and larger, are cleaned by City crews or external contractors as needed. The City's cleaning operations are designed to restore any pipeline to at least 90% of its original capacity. A pipe segment remains in the hot spot program until it achieves three consecutive cleaning results classified as clear or light. This process ensures that problem areas are continuously monitored and maintained to prevent blockages and system failures.

The City also conducts more frequent cleaning for line segments that have been determined to require a higher frequency of cleaning. All high-frequency lines are cleaned on a quarterly basis. **Table 4-1** provides detailed information on hot spot pipe cleaning for all pipes included in the program as of December 2014, while **Table 4-2** summarizes high-frequency line statistics.



Table 4-1 – Historical Line Cleaning Summary

Calendar Year	Pipeline Cleaning, Linear Feet	Collection System Linear Feet of Pipe	Percentage of System
2018	1,066,167	1,636,272	65.16
2019	965,209	1,636,272	58.99
2020	1,131,155	1,672,701	67.62
2021	783,106	1,672,701	46.82
2022	825,957	1,672,701	49.38
2023	689,703	1,672,701	41.23
2024	942,376	1,672,701	56.34
Total	6,403,673	1,672,701	385.54
Annual Average	914,810	N/A	N/A

Table 4-2 – High-Frequency Cleaning Mainlines

High Frequency Lines Cleaning Frequency, months	Number of Pipe Segments	Total Length of Pipe per Frequency, linear feet	Total Annual Pipe Cleaning, linear feet
Quarterly	289	70,679	282,716
Totals	289	70,679	282,716

To further enhance system maintenance, the City conducts inspections and condition assessments of all manholes in the wastewater collection system at least once every three years. These assessments follow the Manhole Assessment and Certification Program (MACP) condition rating criteria established by National Association of Sewer Service Companies (NASSCO). The results are used to identify necessary improvements and to develop prioritized capital renewal and replacement projects within the five-year capital improvement program.

The City has committed to inspecting and grading approximately 25 miles of gravity sewer main lines located within 200 feet of water bodies, which include streams, creeks, rivers, ponds, impoundments, lagoons, wetlands, or bays (excluding storm drainage channels). The City is also inspecting gravity sewer main lines exceeding 10 inches in diameter (excluding force mains) and grading all 25 miles of sewer mains using the PACP rating scale by NASSCO. The City is in the process of establishing return frequencies for CCTV assessments before the next SSMP audit, utilizing the Decision Matrix for CCTV Return Frequency based on the PACP Rating System, which is included in **Attachment B**.

To address issues identified during CCTV inspections or sewer cleaning operations, the City maintains a sewer repair crew responsible for resolving minor defects in priority order. Significantly defective gravity sewer main lines, those rated 4 or 5 on the PACP scale, located within 200 feet of water bodies or in critical habitat areas for endangered species, receive the highest priority for repair and replacement. Major repairs that exceed the City's in-house capabilities are contracted to private contractors for completion.

As part of its ongoing televising and grading activities, the City follows a structured timeline for repairing and replacing identified defects. Gravity sewer main lines rated as Grade 5 on the PACP scale will be



repaired or replaced within two years of their determination, while lines rated as Grade 4 will be addressed within four years. For Grade 3 sewer main lines, the City will assess the necessity of repairs and prioritize them accordingly, following a similar ranking system.

The City has recently completed CCTV inspection of all gravity sewer main lines, excluding force mains. Following the completion of this effort, the City has reinitiated the CCTV inspection cycle for all gravity sewer main lines, with exceptions made for sewer mains that have either undergone CCTV inspection within the past ten years or have been constructed, replaced, or repaired within the past twenty years. This ongoing program supports proactive asset management and helps ensure the continued integrity and performance of the sewer collection system.

To efficiently manage operations, the City utilizes CMMS to track complaints, plan and initiate work, generate work orders, and document completed work. The system provides electronic work orders for crews and responding personnel, which are later reviewed for accuracy and closed in the CMMS system for future management reporting.

Additionally, the City maintains standard operating procedures (SOPs) for collection system equipment. These SOPs ensure consistency and efficiency in operating, maintaining, and repairing wastewater collection system infrastructure.

4.2.2 Pump Stations & Force Mains

The City implements a regularly scheduled inspection and maintenance program for the pump stations it operates and oversees. In addition to routine maintenance, the City conducts an annual comprehensive condition assessment of the entire pump station facility and force main system utilizing the Lift Station Condition Assessment Checklist.

A copy of the Marina Pump Station Inspection/Maintenance Checklist Form and the Lift Station Condition Assessment Checklist are provided in **Attachment C**.

The City also performs regular inspections of the force main alignment to identify any potential force main failures and assesses the discharge manhole for signs of corrosion where the flow exits the force main. Refer to **Table 4-3** for a summary of operative pump stations and refer to **Table 4-4** for a summary of existing force mains.

Table 4-3 – Summary of Pump Stations

Pump Station Name	Location	No. Pumps	Pump HP/each	Pump Manufacturer	Design Flow, gpm	Standby Generation, KW
Marina	5 Marina Place	2	2	Ebarra	20-180	None

Table 4-4 – Summary of Force Main Assets

Pump	Force Main Asset Information						
Station Date Installed		Length (LF)	Size (in)	Material			
Marina	1988	321	4	PVC			



4.2.3 Non-Routine Maintenance

Non-routine maintenance activities involve investigating and addressing complaints related to various sewer system issues. These include manhole overflows, missing or shifted manhole covers, excessively noisy manhole covers, residential plumbing problems, pump station malfunctions, unexpected sewer odors, and similar concerns. Complaints received by the Public Works Department are promptly investigated, and appropriate measures are taken to identify and resolve the underlying problems, ensuring the continued functionality and safety of the sewer system. All complaints are logged into the CMMS system, including the final disposition of the complaint, as required by the WDR.

4.2.4 Private Sewer Laterals

On December 16, 2014, City staff presented an ordinance to the City Council that aimed to clearly define lateral responsibilities and potentially establish a mandatory inspection and/or repair program for privately-owned sewer laterals. At that time, the City Council tabled the matter, indicating that any reconsideration would require an affirmative vote by the City Council to bring it back for further discussion and potential action.

4.2.5 Root Foaming

The City contracts annually for root foaming treatment on specific pipeline segments known to experience root intrusion issues. This process typically involves an initial cutting of the roots, followed by the application of root foam two to three months later as new root growth begins to emerge. This method has proven to be a beneficial component of the City's overall maintenance program and will continue to be utilized as long as it remains an effective strategy for managing root intrusion within the collection system.

4.2.6 Rehabilitation and Replacement Program

The City maintains an ongoing sewer rehabilitation and replacement program to address deficiencies within the wastewater collection system as conditions warrant. A copy of the City's 5-Year CIP can be found on the City's website at the link provided here: https://www.antiochca.gov/fc/capital-improvements/adopted-2024-2029-five-year-capital-improvement-program.pdf. The selection of projects for inclusion in the CIP is based on prioritization from CCTV condition assessments and input from field crews who identify problem areas through cleaning operations.

The Antioch 5-Year Capital Improvement Program 2024-2029 outlines the City's approach to sewer pipeline renewal and replacement. According to the report, there is a current backlog of approximately \$6.5 million in sewer pipelines, existing infrastructure, and trash capture devices.

4.3 Training Program

4.3.1 City Staff

The City utilizes a comprehensive training approach for its wastewater collection system staff, incorporating a combination of in-house training sessions, equipment manufacturer training, on-the-job training (including periodic job rotation), and participation in conferences, seminars, and other professional development opportunities. These training programs ensure that staff remain proficient in system operations, maintenance procedures, regulatory compliance, and emerging industry best practices. A summary of recurring training opportunities is provided in **Table 4-5**.



Table 4-5 – Training Opportunities

Sponsor	Event	Timeframe	References
	Annual Conference	April	
	Northern Regional Training Conference	September	
California Water Environment Association	Northern Regional Safety Training	October	www.cwea.org
ASSOCIATION	Bay Area Collection Systems Committee	Monthly / Quarterly	
	Specialty Conferences	Periodic	
Tri-State Conference	Annual Conference	August	www.tristateseminar.com
Water Environment Federation	Collection System Specialty Conference	Spring	http://www.wef.org/Confere ncesTraining/ConferenceEve nts/CollectionSystems/
California State University, Sacramento	Methods for Evaluating and Improving Collection System Performance		http://www.gateway.calstate .edu/extension/professional development.cfm
City of Antioch	SSMP and SERP Training with field exercises	Annual or as needed to assure compliance	Antioch Sewer System Management Plan
California State University, Sacramento Videos, manuals, home study courses		www.owp.csus.edu	California State University, Sacramento
City of Antioch	Tailgate and safety sessions and employee on the job mentoring		City of Antioch

4.3.2 Training Resources (Materials)

The City conducts annual training for all wastewater collection system employees on the SSMP, including the Spill Emergency Response Plan (SERP) discussed in Section 6. This training may consist of classroom instruction and/or field exercises focused on volume estimation and overflow containment procedures. Additionally, following a large SSO, the City conducts debriefings and training based on the findings of the SSO debrief and failure analysis as outlined in Section 6.

Each employee is expected to receive approximately 40 hours of wastewater collection system training annually, supplemented by field mentoring from experienced long-term employees.

The City mandates that wastewater collection system employees holding the position of Collection Systems Operator I or higher obtain Collection System Maintenance certification from the California



Water Environment Association (CWEA). Employees in these positions will also be trained in CIWQS reporting procedures to accurately submit data SSOs.

To maintain certification, employees must complete 12 hours of training every two years as part of the renewal process, ensuring continued professional development and regulatory compliance.

4.3.3 Staff Contracted for City Projects

The City's contract language mandates that contractors working in or near the wastewater collection system provide emergency response training for their employees. This ensures that all personnel involved in the system's maintenance and operations are adequately prepared and compliant with industry standards.

Furthermore, the City's standard specifications will require that contractors submit an acceptable emergency response plan or certify that their plan meets or exceeds the City's SERP.

To reinforce compliance and preparedness, emergency response procedures and requirements are incorporated into pre-construction meetings and monthly progress meetings with contractors, ensuring readiness for potential wastewater system emergencies.

4.4 Equipment and Parts Inventory

The lists of the City's major sewer system equipment inventory and the critical sewer system replacement are provided in **Attachment D**. These lists are updated semi-annually.



5 Design and Performance Provisions

The Design and Performance Provisions section of an SSMP ensures that new sewer system components and rehabilitated infrastructure are properly designed, constructed, and tested. This section establishes standards and requirements to maintain system integrity, prevent failures, and support long-term performance by presenting the City's Design and Construction Standards.

Regulatory Requirements

The 2025 SSMP must include the following items as appropriate and applicable to the City's system:

- Updated design and construction standards and specifications for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in Section 8 (System Evaluation and Capacity Assurance Plan and Capital Improvements), the procedures must include component-specific evaluation of the design criteria.
- 2. Procedures and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.

5.1 Updated Design and Construction Standard and Specifications

The City adheres to the design and construction standards established by the Central Contra Costa Sanitation District's (Central San) Standard Specifications for Design and Construction. These standards apply to sewer design and construction activities conducted by private individuals, public agencies, and businesses within the City. The Central San Standard Specifications are available on their website at the following link:

 Link to Central San Standards and Specifications: https://www.centralsan.org/standard-specifications-and-approved-materials

The City's Municipal Code (updated December 2024) is available on the City's website at the following link:

 Link to City's Municipal Code: https://codelibrary.amlegal.com/codes/antioch/latest/overview

The purpose of the Design Standards is to provide design engineers with comprehensive guidelines on the requirements and preferences for facilities that will ultimately be conveyed to the City for ownership, operation, and maintenance. These standards outline the types of facilities and equipment deemed acceptable by the City and include provisions for inspection and testing prior to final acceptance. Additionally, the Standard Specifications address requirements for the repair and rehabilitation of existing facilities to ensure compliance with the City's operational and maintenance expectations.



5.2 Procedure and Standards

Procedures, protocols, and standards for inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances are discussed in Section 33 of the Central San Standard Specifications.



6 Spill Emergency Response Plan

The Spill Emergency Response Plan (SERP) section of an SSMP outlines procedures to quickly and effectively respond to sewer spills. It focuses on minimizing environmental impacts, protecting public health, and ensuring proper containment, cleanup, notification, and documentation of spills.

Regulatory Requirements

To meet the requirements in the General Order, the SSMP must:

- 1. Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;
- 2. Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;
- 3. Comply with the notification, monitoring and reporting requirements of the General Order, State law and regulations, and applicable Regional Water Board Orders;
- 4. Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;
- 5. Address emergency system operations, traffic control and other necessary response activities;
- 6. Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;
- 7. Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;
- 8. Remove sewage from the drainage conveyance system;
- 9. Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving water;
- 10. Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- 11. Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;
- 12. Conduct post-spill assessments of spill response activities;
- 13. Document and report spill events as required in this General Order; and
- 14. Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the plan as needed.

6.1 Goals

The City's goals with respect to responding to SSOs are:

- Work safely;
- Respond quickly to minimize the volume of the SSO;
- Eliminate the cause of the SSO;
- Prevent sewage system overflows or leaks from entering the storm drain system or receiving waters to the maximum extent practicable;
- Contain the spilled wastewater to an extent feasible;
- Minimize public contact with the spilled wastewater;
- Mitigate the impact of the SSO/restore flows;



- Meet the regulatory reporting requirements;
- Evaluate the causes of failure related to certain SSOs;
- Revise response procedures resulting from the debrief and failure analysis of certain SSOs; and
- Return all/portion of the flow to the sanitary sewer system.

6.2 Authority

The regulatory requirements the SERP corresponds to include:

- Health & Safety Code Sections 5410-5416
- California Water Code Section 13271
- Fish & Wildlife Code Sections 5650-5656
- State Water Resources Control Board Order No. 2022-0103-DWQ

6.3 SERP Stand-Alone Document

The City maintains a SERP that outlines procedures and responsibilities for responding to sanitary sewer overflows and other sewer-related emergencies. A copy of the City's SERP is provided in **Attachment E**.



7 Sewer Pipe Blockage Control Program

The Sewer Pipe Blockage Control Program section of an SSMP focuses on identifying, preventing, and mitigating blockages in the sewer system. It includes measures like regular cleaning, root control, and public education to reduce blockages caused by fats, oils, grease, debris, and other materials.

Regulatory Requirements

The 2025 SSMP must include procedures to evaluate the City's service area and identify and address system-specific pipe blockages caused by roots, fats, oils, grease, rags, and debris. The procedures must include, at minimum:

- 1. An implementation plan and schedule for a public education outreach program that promotes proper disposal of pipe-blocking substances;
- A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area;
- 3. The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages;
- 4. Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices requirements, record keeping and reporting requirements;
- 5. Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the fats, oils, and grease ordinance;
- 6. An identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning maintenance schedule for each section; and
- 7. Implementation of source control measures for all sources of fats, oils, and grease discharged to the sanitary sewer system for each section identified in (6) above.

7.1 Public Education and Outreach Program

The City partners with Delta Diablo and participates as a permittee in the Contra Costa Clean Water Program (CCCWP). On November 21, 2017, a notice from Delta Diablo was posted on the City's website advising residents on the proper disposal of unwanted food waste, fats, oils, and grease, which helped to promote environmental awareness and protect the local wastewater system. Additional information regarding fats, oil, and grease (FOG) can be found on the Delta Diablo website. Delta Diablo and the City's crew provide information on proper disposal practices for FOG to residents who have experienced FOG-related blockage or SSO. A copy of the notice and public outreach materials are provided in **Attachment F**.

Currently, blockages and SSOs caused by FOG appear to originate primarily from residential sources. To address this issue, Delta Diablo will develop educational materials as the foundation for a targeted public education and outreach program. These materials will be distributed by Delta Diablo and the City to both commercial and residential sources connected to sewers that are prone to FOG-related stoppages and SSOs. This initiative aims to reduce FOG contributions and improve the sewer system's performance.



7.2 Disposal of Pipe Blocking Substances

A list of facilities in the San Francisco Bay Area that accept grease from grease haulers is provided in **Attachment G**. This list will be provided to commercial grease haulers regularly working within the service area. Additionally, lists of grease haulers approved by the East Bay Municipal Utility District (EBMUD) and the Sacramento Regional County Sanitation District (SRCSD) are included in **Attachment G**.

The City will update the list of acceptable FOG disposal facilities annually to ensure it remains current. At present, there is no indication that additional grease disposal facilities are needed to manage the FOG generated within the City's service area.

7.3 Legal Authority to Prohibit Discharges

The City's Municipal Code establishes the legal foundation for the Sewer Pipe Blockage Control Program, as outlined in Section 3 – Legal Authority. Additionally, Delta Diablo maintains its own legal authority for inspections and enforcement through its District Code, specifically in Sections 2.28.650 et seq.

7.4 Requirements to Install Grease Removal Devices

Delta Diablo and the City have jointly developed standard specifications for installing and sizing Grease Removal Devices (GRDs). As part of its Code Enforcement responsibilities, the City is tasked with reviewing proposed development plans to ensure compliance with these requirements and verifying that GRDs are properly installed during new construction and remodel projects.

In addition, Delta Diablo and the City have established common maintenance standards for GRDs. Food Service Establishments (FSEs) that are identified as discharging significant amounts of grease are monitored through discharge permits administered by Delta Diablo.

The City and Delta Diablo distribute educational materials and flyers as part of a targeted public outreach program to address SSOs originating from residential and commercial sources. These materials are directed explicitly toward users located in areas with a history of FOG-related blockages to help mitigate the occurrence of future SSOs.

Delta Diablo also maintains a dedicated FOG webpage that outlines the impacts of FOG on the sewer collection system and the environment while offering practical guidance to the public. This includes the following recommended practices for preventing FOG-related blockages and overflows:

- Posting "No Grease" signs above sinks and dishwashers;
- Collecting and recycling cooking oil;
- "Dry wiping" pots, pans, and kitchen equipment prior to cleaning;
- Maintaining grease traps on a regular schedule;
- Inspecting grease interceptors regularly to ensure grease and solids do not exceed 25% of interceptor depth;
- Using absorbent paper under fryer baskets;
- Using absorbents (e.g., rice hulls, cat litter) to clean up oil and grease spills; and
- Avoiding the use of emulsifiers or solvents, other than dishwashing detergents.



Delta Diablo and the City's activities will include distributing placards and literature to promote BMPs and providing observations and recommendations during facility inspections to further encourage compliance with BMPs.

7.5 Authority to Inspect, Enforcement, and Staffing

Delta Diablo will conduct periodic inspections of permitted FSEs located in identified FOG hot spot areas. These inspections will ensure compliance with BMPs, verify that GRDs are properly installed, and confirm adherence to operational and maintenance requirements.

The frequency of inspections will be determined by each facility's historical performance, with poorly performing establishments being inspected more frequently. All FSEs will be inspected at least once every three years. Additionally, the City will strive to report newly established businesses to Delta Diablo on a monthly basis.

7.5.1 Staffing

The City and Delta Diablo will periodically evaluate the staffing needs for inspecting and enforcing the FOG ordinance. This assessment will ensure adequate resources are available to support the effective implementation and enforcement of the ordinance.

7.5.2 Enforcement Actions

Delta Diablo and the City will collaborate to identify FSEs contributing to FOG-related blockages or SSOs. In such cases, Delta Diablo will conduct facility inspections to determine the source of the FOGs. If an FSE is found to be in violation of the requirements of the Sewer Pipe Blockage Control Program—including failure to maintain an interceptor or trap as required under Delta Code §2.28.660—the City has the authority to initiate enforcement actions in accordance with Delta Code §2.28.665.

Enforcement actions may include:

- Verbal warnings;
- Written warnings;
- Administrative orders (which may include fines); and
- Disconnection from the public sewer system.

These enforcement measures are supported by the City's authority to require proper maintenance, prohibit decanting or illegal discharge of waste, and mandate documentation of compliance. Failure to comply—such as not maintaining equipment, failing to implement best management practices, or failing to follow lawful directives from the City or Delta Diablo—may result in escalating enforcement, as allowed by ordinance. These measures are designed to ensure FSE compliance, prevent blockages, and protect public health and the environment.

7.6 Identification of System Sections Subject to Blockages

The City's 2018-2023 SSMP Audit identifies SSOs attributed to FOG blockages occurring between January 2018 and June 2023. In accordance with regulatory requirements, the City also uploads data on all reported SSOs to the SWRCB CIWQS website, including SSOs occurring as recently as 2024, to ensure accurate and up-to-date data management. The locations of blockage-related SSOs from 2021 to 2024 are shown in **Figure 7-1**. A copy of the City's 2018-2023 SSMP Audit is available on the City's website and a link is provided here: https://www.antiochca.gov/fc/public-works/SSMP-Audit-2018-2023.pdf

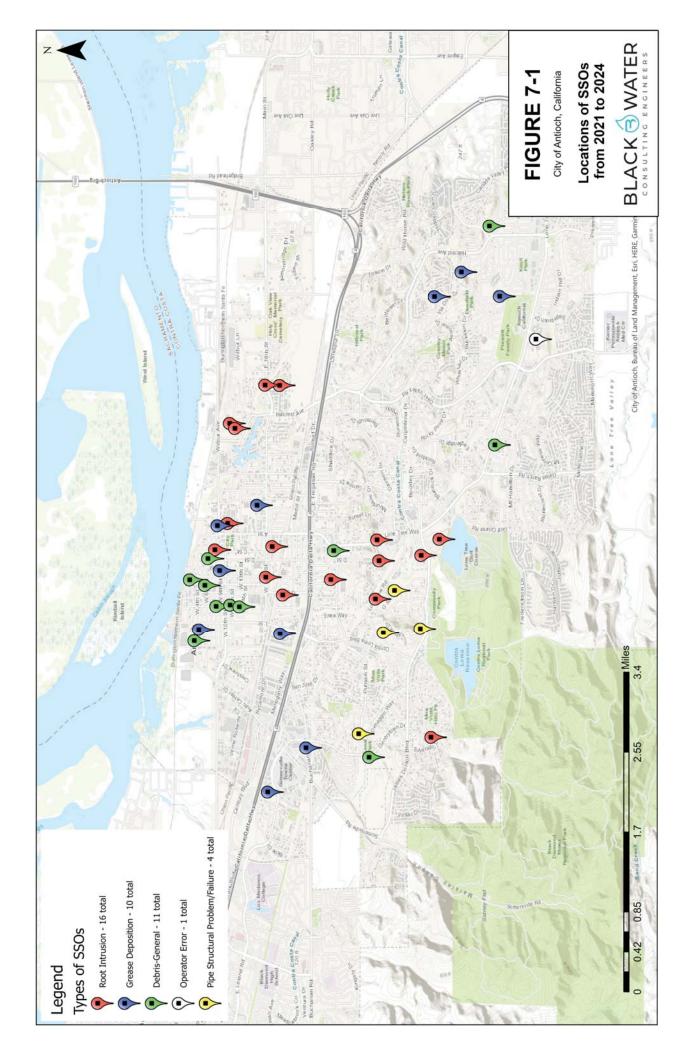


7.7 FOG Preventative Maintenance

The City's preventive maintenance programs currently prioritize problematic sewer line segments. The ongoing identification of FSEs and FOG hot spots will serve as the foundation for the Sewer Pipe Blockage Control Program, ensuring that FOG sources contributing to blockages or SSOs are included in the program. The results of sewer cleaning operations will be used to adjust and optimize sewer cleaning frequencies.

City staff will provide Delta Diablo's Sewer Pipe Blockage Control Program Inspectors with timely notifications whenever gravity sewers experience FOG-related blockages or SSOs.

To enhance program effectiveness, Delta Diablo and the City will collaborate to update FOG hot spot areas on an annual basis. Preventive maintenance for gravity sewers within identified FOG hot spot areas will be performed at a frequency sufficient to minimize recurring FOG-related blockages and SSOs.





8 System Evaluation, Capacity Assurance and Capital Improvements

The System Evaluation and Capacity Assurance Plan section of an SSMP ensures the sewer system has adequate capacity to handle current and future flows. It includes assessing system performance, identifying capacity deficiencies, and planning for necessary upgrades or expansions to prevent overflows and maintain reliability.

Regulatory Requirements

The 2025 SSMP must include a system evaluation that includes:

- 1. Routine evaluation and assessment of system conditions;
- 2. Capacity assessment and design criteria;
- 3. Prioritization of corrective actions; and
- 4. A capital improvement plan.

8.1 System Evaluation and Condition Assessment

In February 2014, the Wastewater Collection System Master Plan (Master Plan) was updated to incorporate revised peak wet weather design flows based on modified base wastewater flow projections. This Master Plan provided a comprehensive analysis of the City's wastewater collection system, supporting its ongoing efforts to upgrade sewer infrastructure. The planning effort included a detailed assessment of the trunk sewer system, utilizing flow monitoring data, rainfall records, and a hydraulic model to evaluate both existing conditions and projected expansion of the City's service area over the next twenty years in accordance with the General Plan.

Additionally, the Master Plan assessed renewal and replacement needs for the City's sewer system, based on an analysis of pipe age and material types, as outlined in Section 4 of this SSMP.

The City is in the process of updating the Master Plan to evaluate the sewer collection system and identify capacity improvements needed to support existing and future development through buildout.

8.2 Capacity Assessment and Design Criteria

The capacity-related design criteria, including base wastewater flow and peaking factors, are detailed in Section 5 of this SSMP and the City's Master Plan [5]. These criteria establish the foundational parameters for evaluating and ensuring the capacity and performance of the wastewater collection system.

8.3 Prioritization of Corrective Action

The City is currently updating its Master Plan to incorporate findings from the condition and capacity assessments, which will inform the prioritization of corrective actions.

8.4 Capital Improvement Plan

The City's CIP for sewer main capacity enhancements is available on the City's website and at the link provided here: https://www.antiochca.gov/fc/capital-improvements/adopted-2024-2029-five-year-capital-improvement-program.pdf. This program outlines planned projects designed to address capacity needs within the wastewater collection system and provides a structured schedule with completion dates for recommended wastewater improvement projects.



The City of Antioch's 2024–2029 CIP includes five key wastewater and storm drain projects. The Sewer Facility Rehabilitation Program and Sewer Main Improvements Program (Projects 7736 and 7724) are ongoing, citywide efforts aimed at rehabilitating aging sewer lines and upgrading system capacity based on the Master Plan, each funded at \$600,000 over five years. The Sewer Main Trenchless Rehabilitation project (Project 7923) uses cost-effective trenchless methods like pipe bursting and cured-in-place lining to replace deteriorated pipelines while minimizing surface disruption, with a total allocation of \$950,000. The Northeast Antioch Annexation Infrastructure project (Project 7745), funded at \$3.5 million, will construct new underground water and sewer infrastructure along key streets in the annexation area and may also include storm drainage, curb, gutter, and lighting improvements. Lastly, the Trash Capture Devices project (Project 7750), with \$900,000 in NPDES funding, will install full trash capture devices citywide to prevent debris from entering the storm drain system, ensuring compliance with MS4 stormwater permit regulations.

To complete these projects, the City will utilize both internal and external funding sources. In addition to revenue generated from ratepayers, the City will pursue grant opportunities and low-interest loan options available through programs such as the Regional Early Action Planning (REAP) Grants and the Clean Water State Revolving Fund (CWSRF) to support infrastructure improvements.



9 Monitoring, Measurement, and Program Modifications

The Monitoring, Measurement, and Program Modifications section of an SSMP ensures continuous improvement by tracking program effectiveness and system performance. It involves collecting data, evaluating progress toward goals, and making necessary adjustments to enhance the management and operation of the sewer system.

Regulatory Requirements

To meet the requirements in the General Order, the SSMP must include the following:

- 1. Maintain relevant information, including audit findings, to establish and prioritize appropriate Plan activities;
- 2. Monitor the implementation and measure the effectiveness of each Plan element;
- 3. Assess the success of the preventative operation and maintenance activities;
- 4. Update plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations; and
- 5. Identify and illustrate spill trends, including spill frequency, locations, and estimated volumes.

9.1 Maintaining Relevant Information

The City records all reported SSOs and submits them to the SWRCB CIWQS database. SSOs from the CIWQS database are reviewed and incorporated into the SSMP audit, which is required to be evaluated every three years. These audits provide the City with important information to evaluate the effectiveness of the SSMP and identify areas for improvement.

9.2 Monitoring of SSMP Elements

A summary of the monitoring of the SSMP elements is provided in **Table 9-1**.

Table 9-1 – Monitoring of SSMP Elements

SSMP Element	Monitoring
Goals	Update as needed
Organization	Update as needed
Legal Authority	Update as needed
Operations and Maintenance Program	Annual review of program
Design and Performance Provisions	Update as needed
Spill Emergency Response Plan	Update as needed
Sewer Pipe Blockage Control Program	Annual review of program
System Evaluation and Capacity Assurance and Capital Improvements	Review of program every 1-5 years
Monitoring, Measurement, and Program Modifications	Ongoing
Internal Program Audits	Update every 3 years
Communication Program	Update as needed



9.3 Assess Preventive Maintenance Activities

The effectiveness of the sewer system's operation and maintenance will be evaluated through a comprehensive review of historical SSOs, maintenance activities, and staff input. This assessment will utilize performance metrics, SSO trends, and maintenance records to identify any system deficiencies needing correction.

Primarily, the City will utilize the following performance indicators to evaluate the effectiveness of its SSMP and the performance of its wastewater collection system:

- **Total Number of SSOs:** A comprehensive count of all reported Sanitary Sewer Overflows (from gravity sewers and lower laterals).
- **SSOs by Cause:** A breakdown of SSOs categorized by specific causes, including roots, grease, debris, pipe failure, capacity issues, pump station failures, and other factors.
- **Contained Sewage Proportion:** The percentage of spilled sewage successfully contained/recovered compared to the total volume spilled.
- **Volume Discharged to Surface Water:** The total volume of spilled sewage that reaches surface water.

These metrics will provide a clear and quantifiable assessment of system performance and SSMP implementation.

Based on data collected from January 2018 to December 2024, **Table 9-2** shows the City's wastewater collection system performance.



Table 9-2 - Baseline Performance January 2018 through December 2024

Table 9-2 – Baseline Metric	2018	2019	2020	2021	2022	2023	2024
Miles of Lines							
Mains	309.8	309.8	309.8	309.8	309.8	309.8	309.8
Laterals	162.7	162.7	162.7	162.7	162.7	162.7	162.7
Pressure Sewers	7.0	7.0	7.0	7.0	7.0	7.0	7.0
Total	479.5	479.5	479.5	479.5	479.5	479.5	479.5
Number of SSO	l		l				
Mains	3	3	2	3	6	-	-
Laterals	15	26	21	12	8	5	1
Manholes	1	-	-	-	1	2	4
Total	19	29	23	15	15	7	5
SSO Rate/100 mile	es/year						
Mains	0.97	0.97	0.65	0.97	1.94	-	-
Laterals	9.22	15.98	12.91	7.38	4.92	3.07	0.61
Total	3.96	6.05	4.80	3.13	3.13	1.46	1.04
Volume, gallons							
Mains	10596	165	543	180	3091	-	-
Laterals	413	1,064	1,093	305	109	43	132
Manholes	608	-	-	-	36691	225	405
Total	11617	1229	1636	485	39891	268	537
Portion Recovered	d .						
Mains	3309	165	543	134	3091	-	-
Laterals	373	1,064	1,093	305	109	43	132
Manholes	-	-	-	-	36691	225	405
Total	3682	1229	1636	439	39891	268	537
Percent Recovered	d		·				
Mains	31%	100%	100%	74%	100%	-	-
Laterals	90%	100%	100%	100%	100%	100%	100%
Manholes	0%	-	-	-	100%	100%	100%
Total	32%	100%	100%	91%	100%	100%	100%
Portion to Surface	I	T	T	T	T	T	T
Mains	7287	-	-	46	-	-	-
Laterals	40	-	-	-	-	-	-
Manholes	608	-	-	-	-	-	-
Total	7935.0	-	-	46	-	-	-
Average Volume,	1	T	I	T	T		T
Mains	3532	55	272	60	515	-	-
Laterals	28	41	52	25	14	9	132
Manholes	608	-	-	-	36691	113	101
Total	611	42	71	32	2659	38	107



9.4 Plan Updates Procedures

As listed in **Table 9-1**, each element of the SSMP will be reviewed on a regular basis and will be adjusted accordingly. This SSMP is required to be updated every six (6) years to maintain current information and adjust the specific programs as necessary to meet the goals stated in Section 1. The LRO is responsible for completing the audit every three (3) years to assess the effectiveness of the various elements of the SSMP. Significant information, such as contact numbers, names, chain of communication, etc., will be updated as required. The annual assessments or audits will be utilized to determine whether additional changes need to be made to the SSMP.

9.5 SSO Trends

Historical SSOs will be reviewed to assist the City with determining whether adjustments to the operation and maintenance program and CIP are necessary. Provided below in **Figure 9-1** through **Figure 9-5** are visual depictions of SSO trends from 2018 to 2024.



Figure 9-1 – SSO Overflows by City Asset

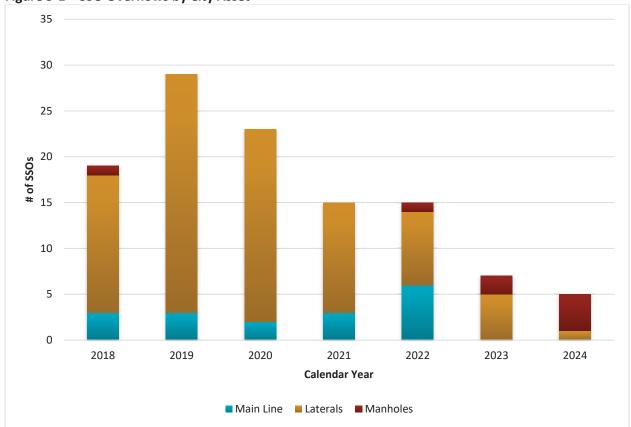


Figure 9-2 – Number of Overflows by Cause

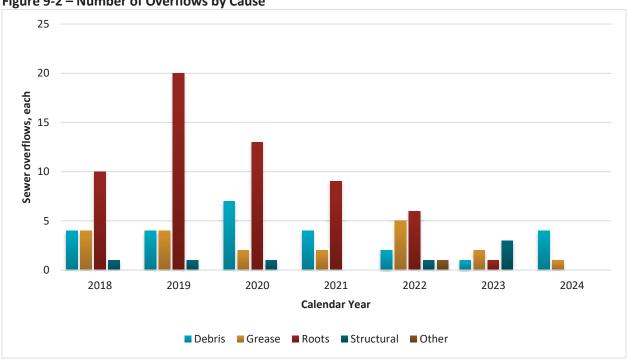
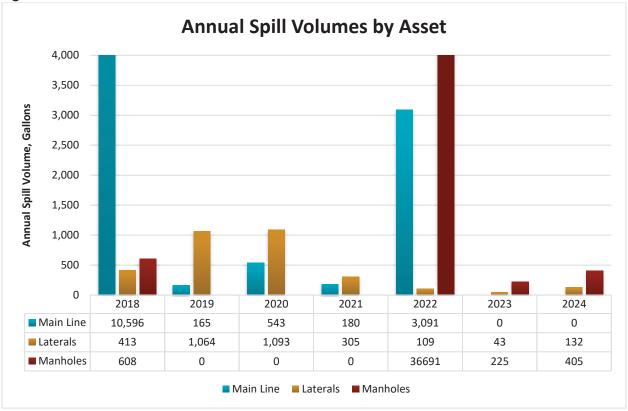


Figure 9-3 – Historical SSO Volumes



^{*2018} Main Line and 2022 Manholes exceed the annual spill volume value of 4,000 gallons

Figure 9-4 – Overflows Volumes Percent Recovered

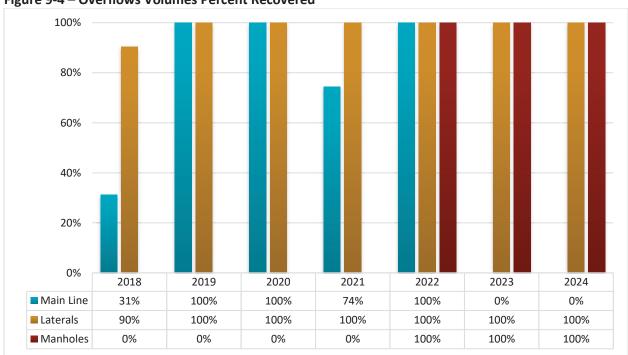
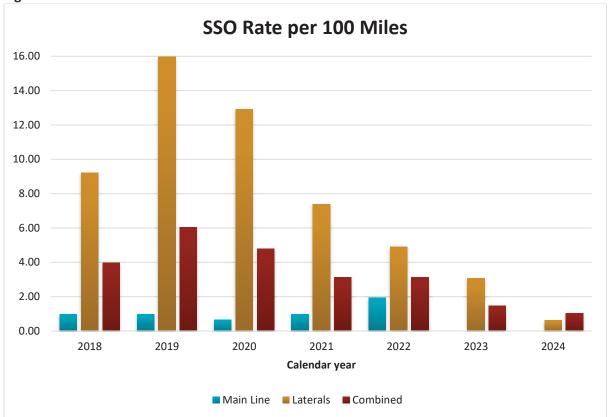




Figure 9-5 – Historical SSO Rates





10 Internal Audits

The Internal Audits section of an SSMP ensures periodic evaluations of the plan's implementation and effectiveness. It focuses on identifying areas for improvement, ensuring compliance with regulatory requirements, and enhancing the overall performance of the sewer system management program.

Regulatory Requirements

The 2025 SSMP shall include internal audit procedures, appropriate to the size and performance of the system, for the City to comply with the General Order.

10.1 SSMP Audits Overview

The City has recently prepared an internal SSMP audit to evaluate the effectiveness of the 2018 SSMP and the City's compliance with the requirements in the General Order, including the identification of any deficiencies in the SSMP and steps to correct them. Audits must be prepared every three years, and a report must be kept on file.

The audit must be conducted after the end of the City's last audit period. Within six (6) months after the end of the required 3-year audit period, the LRO shall submit an audit report to the online CIWQS Sanitary Sewer System Database per the requirements in the General Order.

At minimum, the audit must:

- Evaluate the implementation and effectiveness of the City's SSMP in preventing spills;
- Evaluate the City's compliance with the General Order;
- Identify SSMP deficiencies in addressing ongoing spills and discharges to waters of the State; and
- Identify necessary modifications to the SSMP to correct deficiencies.

The audits are conducted by a team of City Public Works Department staff, who may also include representatives from other City departments, outside agencies, and contractors. Delta Diablo is consulted for input on the status and effectiveness of the Sewer Pipe Blockage Control Program.

The City shall submit a complete audit report that includes:

- Audit findings and recommended corrective actions; and
- A proposed schedule for the Enrollee to address the identified deficiencies.

10.2 Audit Schedule

The City completed an internal program audit in May 2023. The audit report was submitted to the CIWQS Sanitary Sewer System Database. A copy of the City's 2018-2023 SSMP Audit is available on the City's website and a link is provided here:

https://www.antiochca.gov/fc/public-works/SSMP-Audit-2018-2023.pdf

A copy of the City's Audit Checklist is provided in **Attachment H**. A schedule for future local audits is provided in **Table 1-1** based on the General Order.



11 Communication Program

The Communication Program section of an SSMP focuses on keeping stakeholders informed about the management and performance of the sewer system. It ensures effective communication with the public, regulatory agencies, and other stakeholders, promoting transparency, encouraging feedback, and fostering collaboration.

Regulatory Requirements

To meet the requirements in the General Order, the SSMP must include procedures for the City to communicate with:

- 1. The public for:
 - a. Spills and discharges resulting in closures of public areas, or that enter a source of drinking water; and
 - b. The development, implementation, and update of its plan, including opportunities for public input to Plan implementation and updates.
- 2. Owners/operators of systems that connect into the City's system, including satellite systems, for system operation, maintenance, and capital improvement-related activities.

11.1 Public Communication

The City electronically reports SSOs to the CIWQS. SSO data can be accessed publicly by agency or region at the following link: http://www.waterboards.ca.gov/ciwqs/publicreports.html

To enhance transparency, the City posted a notice on its official website informing the public that sanitary sewer performance information is accessible through the CIWQS public access website. Additionally, a public copy of the SSMP is available for review at the Public Works Yard or on the City's website.

11.2 Owner/Operators of Systems Communication

The City operates as a satellite sanitary sewer system, discharging into the Delta Diablo wastewater treatment plant. In collaboration with the City of Pittsburg and Delta Diablo, the City participated in developing and implementing their respective SSMPs. The primary forum for communication during this process is the SSMP Coordinating Committee, which meets regularly. Each agency is represented on the committee and has the ability to propose agenda items for discussion.

Following the completion and implementation of the SSMP documents, the three (3) agencies will continue their cooperative efforts through the following opportunities for communication:

- Annual SSMP Coordinating Committee Meetings: Regular meetings to ensure ongoing coordination.
- **Annual Training Events:** These include SSMP refresher training sessions and emergency response drills to enhance readiness and knowledge.
- **SSMP Program Audits:** The agencies will establish an Audit Task Force comprising representatives from each agency to conduct the mandated SSMP Program Audits. (Refer to Section 10 of the SSMP for further details.)



The designated points of contact for addressing any SSMP-related issues within each agency are listed in **Table 11-1**.

Table 11-1 – Contact Information to Address SSMP-Related Issues

Agency	Name	Phone	Email
City of Antioch	Toby Beach	(925) 779-6962	tbeach@antiochca.gov
City of Pittsburg	Hilario Mata	(925) 252-6966	hmata@ci.pittsburg.ca.us
Delta Diablo	Dustin Bloomfield	(925) 756-1918	dustinb@deltadiablo.org



12 References

- [1] City of Antioch Sewer System Management Plan, Updated on October 23, 2018.
- [2] California State Water Resources Control Board Order No. 2006-0003-DWQ Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, prepared by the State Water Resources Control Board, May 2, 2006.
- [3] California State Water Resources Control Board Order WQ 2022-0103-DWQ Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems, prepared by the State Water Resources Control Board, Adopted on December 6, 2022.
- [4] State's Population Increases while Housing Grows per New State Demographic Report, prepared by the Department of Finance, January 2024.
- [5] City of Antioch Wastewater Collection System Master Plan, prepared by RMC Water and Environment, October 28, 2014.

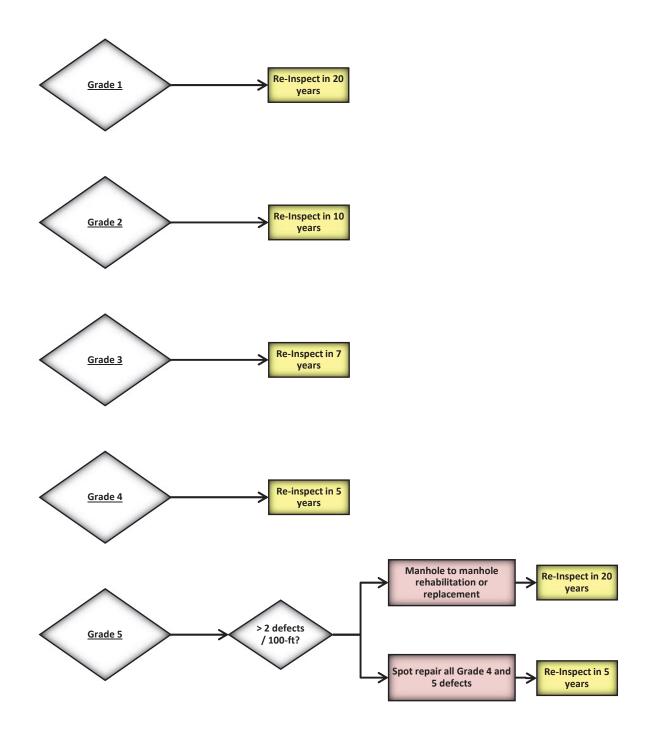


ATTACHMENTS

ATTACHMENT A

	Clear	Light	Moderate	Heavy
Debris	Code: CL No observable debris	Code: DL Minor amount of debris 15 minutes or less to clean 1 pass	Code: DM Less than 5 gallons of debris per line segment 15-30 minutes to clean 2-3 passes	 Code: DH More than 5 gallons of debris per line segment More than 30 minutes to clean More than 4 passes Operator concern for future stoppage
Grease	Code: GL • No observable grease	Code: GL Minor amount of debris 15 minutes or less to clean 1 pass	Code: GM • Small "chunks" • No "logs" • 15-30 minutes to clean • 2-3 passes	Code: GH Thick roots Large "clumps" More than 30 minutes to clean More than 4 passes Operator concern for future stoppage
Roots	Code: CL No observable roots	Code: RL Minor amount of debris 15 minutes or less to clean 1 pass	Code: RM Thin stringy roots No "clumps" 15-30 minutes to clean 2-3 passes	Code: RH Thick roots Large "clumps" More than 30 minutes to clean More than 4 passes Operator concern for future stoppage
Other: Pipe wall fragments Soil / Dirt / Rock	Code: CL No observable materials	Code: OL • Specify material (if possible) • Minor amount of material	Code: OM Specify material Less than 5 gallons of material per line segment	Code: OH Specify material More than 5 gallons of material per line segment Operator concern for future stoppage

ATTACHMENT B



ATTACHMENT C

Marina Pump Station Facility 200 L Street, Antioch, CA 94509

Inspection / Maintenance Check List

Inspection Date:				<u> </u>	n Performed By:			
	ı ı			or Inspection	s			
Security:	Ok	Notes	Safety:	Ok	Notes	Vandalism:	Ok	Notes
Access Doors			Alarm Siren			Damage		
Control Panels			Strobe Light			Paint		
Secured Locks			Signage			Structure		
Alarm System			Confined					
Fall Protection			Space Equip					
Guard Rails			Emergency Contact Data					
			Controls &	Instrumenta	ation			
Control Pan	el	Notes	Electrica	al	Notes	Instrume	ents	Readings
Switches Manual / Auto	Pump 1 Pump 2		Wiring Cables Power-Control	Pump 1 Pump 2		Current Meters	Pump 1 Pump 2	
Motor Overload Tripped Reset	Pump 1 Pump 2		Motor Starters	Pump 1 Pump 2		Run Time Meters	Pump 1 Pump 2	
High Level Alarm	Pump 1 Pump 2		Controllers	Pump 1 Pump 2				
Alarm System	Pump 1 Pump 2							
			Pur	np Motors				
Pump		Notes	Control	s	Notes	Conditi	on	Notes
Blockages	Pump 1 Pump 2		Float Switches	Pump 1 Pump 2		Corrosion	Pump 1 Pump 2	
Vibration(s)	Pump 1 Pump 2		Cable(s)	Pump 1 Pump 2		Piping & Supports	Pump 1 Pump 2	
Alignment	Pump 1 Pump 2		Leakage	Pump 1 Pump 2		Valves	Pump 1 Pump 2	
Impeller	Pump 1 Pump 2							
			V	Vet Well				
Construction	Ok	Notes	Maintenance	Ok	Notes	Odors	Ok	Notes
Condition			Grease			H2S		
Corrosion			Debris			Foul		
				Events				
Equipment Failures Pumps Controls			Operating Problems List	Pump Power Motor		Major Maintenance Repairs		
SSO's			Alarm					
Comments:				1		I	<u> </u>	

LIFT STATION CONDITION ASSESSMENT

Inspection Information	
Inspection Date	
Inspection Participants	
Facility Name	
Facility Address	
Comments	

Background Information (Prior 12 Months)	
SSOs	
Equipment Failures	
Alarm History (attach copy)	
Major Maintenance Activities (attach list if applicable)	
Pending Work Orders (attach copies)	
Operating Problems (attach copy of operating log)	
Comments	

Security Features	
Fence and Gate	
External Lighting	
Visibility from Street	
Doors and Locks	
Intrusion alarm(s)	
Signs with Emergency Contact Information	
Other Security Features	
Comments	

Safety Features and Equipment	
Signage (confined space, automatic equipment, hearing protection, etc.)	
Fall Protection	
Emergency Communication	
Equipment Hand Guards	
Hand Rails and Kickboards	
Platforms and Grating	
Tag Out and Lock Out Equipment	
Hearing Protection	
Eye Wash	
Chemical Storage	
Comments	

External Appearance	
Fence	
Landscaping	
Building	
Control Panels	
Other External Features	
Comments	

Building Structure	
PS Building	
Control Room	
Dry Well	
Wet Well	
Other Structures	
Comments	

Instrumentation and Controls (including SCADA Facilities		
Control Panel		
Run Time Meters		
Flow Meter		
Wet Well Level		
Alarms		
SCADA		
Other Instrumentation &		
Controls		
Comments		

	Electrical and Switch Gear
Power Drop	
Transformers	
Transfer Switches	
Emergency Generator and Generator Connection	
Starters	
Variable Frequency Drives	
Electrical Cabinets	
Conduit and Wireways	
Other Electrical	
Comments	

Motors	
Lubrication	
Insulation	
Operating Current	
Vibration and Alignment	
Other	
Comments	

Pumps	
Lubrication	
Vibration and Alignment	
Seals	
Indicated Flow and Discharge Pressure	
Shutoff Head	
Corrosion and Leakage Evidence	
Drive Shaft	
Other	
Comments	

Valves and Piping	
Valve Operation	
Valve Condition	
Pipe Condition	
Pipe Support	
Other	
Comments	

Other	
Lighting	
Ventilation	
Support Systems (air, water, etc.)	
Signage	
Employee Facilities	
Sump Pump	
Overhead Crane	
Portable Pump	
Connections	
Portable Pumps	
Comments	

EQUIPMENT AND PARTS INVENTORY

ATTACHMENT D

EQUIPMENT AND PARTS INVENTORY LIST

Equipment Number	Major Equipment Type	Year Purchased
109, 123	F-150 4x4	2016, 2023
103	F-350 Utility Truck w/Boom	2015
106	F-350 Utility Truck w/Lift Gate	2017
119	Vactor Combination Truck	2021
107, 124	VacCon Combination Truck	2016, 2023
125	F-650 Utility Truck Construction	2023
112	Caterpillar 430DF Backhoe	2016
684	Caterpillar 924G Front Loader	2001
110	F-450 Flatbed Dump	2016
691	Bobtail Dump Truck	2009
687	10 Wheel Dump Truck	2015
677.00	F-550 Flat Bed w/Boom	2000
104	CCTV Inspection Truck	2014
111	Trailer, (Backhoe) Construction	2016
988	Godwin 8" Trailer-Mounted Pump	2000
989	Godwin 4" Trailer-Mounted Pump	2000
990	Emergency By-Pass Trailer w/Pipe & Fittings	2002
974, 987	Light Trailer with Generator (2)	2000
966.00	Trailer-Mounted Air Compressor	1997
11,13,17	Diesel Whacker DS70 Soil Compactor (3)	2011
N/A	Altair IQ4 Air Monitor (4)	2023
N/A	Honda 3500 watt generator (2)	2021

CRITICAL SEWER SYSTEM REPLACEMENT INVENTORY LIST

Inventory Date: March 2025 Gonzalo Ramos

inventory bate. March 2023 Conzalo Namos			
Part Description	Quantity in Inventory	Location	
PVC Pipe - 4", 6", 8", 10", 12"	Various	Maintenance Yard/Central Stores	
Ductile Iron Pipe - 4", 6"	Various	Maintenance Yard/Central Stores	
VCP, PVC, and Ductile Iron Pipe fittings - various sizes and configurations	Various	Maintenance Yard/Central Stores	
Various sizes of manhole and rodding inlet covers	Various	Maintenance Yard/Central Stores	
Pump Station parts	Various	Maintenance Yard	
Force main parts	Various	Maintenance Yard/Central Stores	
Pump Station electronic components	Various	Maintenance Yard	

ATTACHMENT E

City of Antioch Sewer Spill Emergency Response Plan

Ettective D	ate:
Revised Da	te:
Approved I	oy:
Signature:	
Date:	
Prepared by:	David Patzer
	DKF Solutions Group, LLC dpatzer@dkfsolutions.com

© 2004-2023 DKF Solutions Group, LLC, All rights reserved

This Spill Emergency Response Plan (SERP) is licensed to the City of Antioch for internal use only beginning on the effective date listed above. All right, title and interest in the SERP, including without limitation, any copyright, shall remain with DKF Solutions Group, LLC. The City of Antioch is granted a non-exclusive right to copy the SERP for use by City of Antioch personnel only. The SERP as customized for the City of Antioch is a public document and may be posted on the City's website or otherwise presented in an noneditable format for public view. The SERP may not, in whole or in part, be shared with, or loaned to, another entity other than the City of Antioch including, but not limited to, contractors, vendors, private companies, or other public agencies. In no case can the SERP be shared or posted online in an editable format. This document should not be construed as legal advice to any individual or agency that may use it.



TABLE OF CONTENTS

- 1. Purpose
- 2. Policy
- 3. Definitions as used in this Spill Emergency Response Plan
- 4. State Regulatory Requirements for Element 6, Spill Emergency Response Plan
- 5. Spill Emergency Response Plan Objectives
- 6. Spill Detection and Notification
- 7. Spill Response Procedures
- 8. Recovery and Cleanup
- 9. Water Quality
- 10. Notification, Reporting, Monitoring and Recordkeeping Requirements
- 11. Post-Spill Assessments of Spill Response Activities
- 12. Spill Response Training
- 13. Sewer Backup Into/Onto Private Property Claims Handling Policy
- 14. Authority
- 15. Appendices
 - A. Appendix A: Reporting Requirements by Spill Category
 - B. Appendix B: Door Hanger
 - C. Appendix C: Sanitary Sewer Spill Response Instructions for Contractors
 - D. Appendix D: Sanitary Sewer Spill/Backup Response Workbook

Section 1:

	0	Work	book Instructions	A -1
	0	Conta	act Information	2
	0	Key D	Definitions and Category Determination	3
	0	Spill E	Event Checklist	4
Sec	ction	2: Re	gulatory Reporting	
		0	Regulatory Reporting Guide	B-1
		0	Regulatory Reporting Log	2
Sec	ction	3: Flo	owchart	C -1
Sec	ction	4: Sa	nitary Sewer Spill Field Report	D -1
Sec	ction	5: Vc	olume Estimation	
		0	Volume Estimation Computations and Examples	E -1
		0	Eyeball Estimation Method	2
		0	Duration and Flow Rate Comparison Method	3

	0	Area/Volume Method	4
	0	Upstream Connections Method	5
	0	Drawing Worksheet	6
Section 6:	Ва	ckup Forms	
	0	Backup Forms Checklist	F-1
	0	First Responder Form	2
	0	Declination of Cleaning Services	3
	0	Lodging Authorization	4
	0	Customer Information Letter	5
	0	Your Responsibilities as a Private Property Owner	6
	0	Claim Form	7
Section 7:	Su	rface Water Sampling Standard Operating Procedure (SOP)	
	0	Table of Contents	G -1
	0	Specifications & Requirements	2
	0	Introduction & Overview	3
	0	Equipment & Safety	4
	0	Before Sampling	5
	0	Surface Water Sampling	6
	0	After Sampling	7
	0	Attachment E1 Summary	8
	0	Quick-Reference Guide	9
	0	Surface Water Sampling Worksheet	-10
	0	Surface Water Sample Chain of Custody Record	-11
Section 8:	Ро	st Event	
	0	Post-Spill Assessment	H -1
	0	Collection System Failure Analysis	2

1. PURPOSE

The purpose of the City of Antioch Spill Emergency Response Plan (SERP) is to support a prompt, orderly and effective response to spills (sanitary), reduce spill volumes, and collect information for prevention of future spills. A "spill" in this document is defined, by State Water Board Order No. WQ 2022-0103-DWQ as a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure.

The SERP provides guidelines for City personnel to follow in responding to, cleaning up, reporting, and properly documenting spills that may occur within the City's service area. This SERP satisfies the State Water Board Order No. WQ 2022-0103-DWQ, which require wastewater collection agencies to have a Spill Emergency Response Plan.

Additionally, the SERP outlines procedures for responding to sanitary sewer spill backups into structures as required by the City's insurer. "Backup" is a term typically used by insurers to describe property damage resulting from exposure and contact to untreated or partially treated sewage.

2. POLICY

The City's employees are required to report all spills from agency owned sewer mains and publicly owned laterals found and to take the appropriate action to secure the spill area, properly report to the appropriate regulatory agencies, relieve the cause of the spill, and ensure that the affected area is cleaned as soon as possible to minimize health hazards to the public and protect the environment. The City's goal is to respond to sewer system spills as soon as possible following notification. The City will follow reporting procedures regarding sewer spills as set forth by the San Francisco Regional Water Quality Control Board and the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

3. DEFINITIONS AS USED IN THIS SERP

ANNUAL REPORT: An Annual Report (previously termed as Collection System Questionnaire in previous State Water Board Order No. 2006-0003-DWQ) is a mandatory report in which the City provides a calendar-year update of its efforts to prevent spills.

BASIN PLAN: A Basin Plan is a water quality control plan specific to a Regional Water Quality Control Board (Regional Water Board), that serves as regulations to: (1) define and designate beneficial uses of surface and groundwaters, (2) establish water quality objectives for protection of beneficial uses, and (3) provide implementation measures.

BENEFICIAL USES: The term "Beneficial Uses" is a Water Code term, defined as the uses of the waters of the State that may be protected against water quality degradation. Examples of beneficial uses include but are not limited to, municipal, domestic, agricultural, and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves.

CALIFORNIA INTEGRATED WATER QUALITY SYSTEM (CIWQS): CIWQS is the statewide database that provides for mandatory electronic reporting as required in State and Regional Water Board-issued waste discharge requirements.

DATA SUBMITTER: A Data Submitter is an individual designated and authorized by the City's Legally Responsible Official to enter spill data into the online CIWQS Sanitary Sewer System Database. A Data Submitter does not have the authority of a Legally Responsible Official to certify reporting entered into the online CIWQS Sanitary Sewer System Database.

DRAINAGE CONVEYANCE SYSTEM: A drainage conveyance system is a publicly- or privately-owned separate storm sewer system, including but not limited to drainage canals, channels, pipelines, pump stations, detention basins, infiltration basins/facilities, or other facilities constructed to transport stormwater and non-stormwater flows.

ENVIRONMENTALLY SENSITIVE AREA: An environmentally sensitive area is a designated agricultural and/or wildlife area identified to need special natural landscape protection due to its wildlife or historical value.

EXFILTRATION: Exfiltration is the underground exiting of sewage from a sanitary sewer system through cracks, offset or separated joints, or failed infrastructure due to corrosion or other factors.

FOG – Fats, Oils, and Grease: Refers to fats, oils, and grease typically associated with food preparation and cooking activities that can cause blockages in the sanitary sewer system.

HYDROLOGICALLY CONNECTED: Two waterbodies are hydrologically connected when one waterbody flows, or has the potential to flow, into the other waterbody. For the purpose of the SWRCB Order, groundwater is hydrologically connected to a surface water when the groundwater feeds into the surface water. See image, right. The surface waterbody in this example is termed a gaining stream as it gains flow from surrounding groundwater.

LATERAL (INCLUDING LOWER AND UPPER LATERAL): A lateral is an underground segment of smaller diameter pipe that transports sewage

derground segment of smaller diameter pipe that transports sewage from a customer's building or property (residential, commercial, or industrial) to the City's main sewer line in a street or easement. Upper and lower lateral boundary definitions are subject to local jurisdictional codes and ordinances, or private system ownership. A lower lateral is the portion of the lateral located between the sanitary sewer system main, and either the property line, sewer clean out, curb line, established utility easement boundary, or other jurisdictional locations. An upper lateral is the portion of the lateral from the property line, sewer clean out, curb line, established utility easement boundary, or other jurisdictional locations, to the building or property.

LEGALLY RESPONSIBLE OFFICIAL: A Legally Responsible Official is an official representative, designated by the City, with authority to sign and certify submitted information and documents required by State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

MAINLINE SEWER: Refers to City wastewater collection system piping downstream of the sewer laterals that is not a private sewer lateral connection to a building.

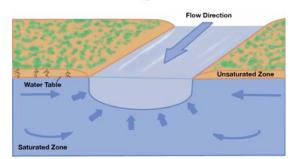
MAINTENANCE HOLE OR MANHOLE: Refers to an engineered structure that is intended to provide access to a sanitary sewer for maintenance and inspection

NOTIFICATION OF A SPILL: Refers to the time at which the City becomes aware of a spill event through observation or notification by the public or other source.

NUISANCE: For the purpose of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), a nuisance, as defined in Water Code section 13050(m), is anything that meets all of the following requirements:

- Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property;
- Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal; and

Gaining Stream



Occurs during, or as a result of, the treatment or disposal of wastes.

PREVENTATIVE MAINTENANCE: Refers to maintenance activities intended to prevent failures of the wastewater collection system facilities (e.g. cleaning, CCTV, inspection).

PRIVATE LATERAL SEWAGE SPILL – Spills that are caused by blockages or other problems within a privately-owned lateral.

PRIVATE SANITARY SEWER SYSTEM: A private sanitary sewer system is a sanitary sewer system of any size that is owned and/or operated by a private individual, company, corporation, or organization. A private sanitary sewer system may or may not connect into a publicly owned sanitary sewer system.

PRIVATE SEWER LATERAL: A private sewer lateral is the privately-owned lateral that transports sewage from private property(ies) into a sanitary sewer system.

POTENTIAL TO DISCHARGE, POTENTIAL DISCHARGE: Potential to Discharge, or Potential Discharge, means any exiting of sewage from a sanitary sewer system which can reasonably be expected to discharge into a water of the State based on the size of the sewage spill, proximity to a drainage conveyance system, and the nature of the surrounding environment.

RECEIVING WATER: A receiving water is a water of the State that receives a discharge of waste.

SANITARY SEWER SYSTEM: A sanitary sewer system is a system that is designed to convey sewage, including but not limited to, pipes, manholes, pump stations, siphons, wet wells, diversion structures and/or other pertinent infrastructure, upstream of a wastewater treatment plant headworks, including:

- Laterals owned and/or operated by the City;
- Satellite sewer systems; and/or
- Temporary conveyance and storage facilities, including but not limited to temporary piping, vaults, construction trenches, wet wells, impoundments, tanks, and diversion structures.

For purpose of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), sanitary sewer systems include only systems owned and/or operated by the City.

SATELLITE SEWER SYSTEM: A satellite sewer system is a portion of a sanitary sewer system owned or operated by a different owner than the owner of the downstream wastewater treatment facility ultimately treating the sewage.

SEWAGE: Sewage, and its associated wastewater, is untreated or partially treated domestic, municipal, commercial and/or industrial waste (including sewage sludge), and any mixture of these wastes with inflow or infiltration of stormwater or groundwater, conveyed in a sanitary sewer system.

SEWER BACKUP A sanitary sewer spill resulting from a sanitary sewer system overflow, operational failure, and/or infrastructure failure in a publicly owned sewer system, with an appearance point and subsequent discharge into a structure.

SPILL: A spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Exfiltration of sewage is not considered to be a spill under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State.

• Category 1 Spill:

A Category 1 spill is a spill of any volume of sewage from or caused by a sanitary sewer system regulated under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) that results in a discharge to:

- A surface water, including a surface water body that contains no flow or volume of water; or
- A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly.

Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

A spill from a City-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the City shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

Category 2 Spill

A Category 2 spill is a spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) that does not discharge to a surface water. A spill of 1,000 gallons or greater that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system, is a Category 2 spill.

Category 3 Spill

A Category 3 spill is a spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system regulated under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) that does not discharge to a surface water. A spill of equal to or greater than 50 gallons and less than 1,000 gallons, that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 3 spill.

Category 4 Spill

A Category 4 spill is a spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) that does not discharge to a surface water. A spill of less than 50 gallons that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 4 spill.

TRAINING: Training is in-house or external education and guidance needed that provides the knowledge, skills, and abilities to comply with the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

WASH DOWN WATER: Wash down water is water used to clean a spill area.

WASTE: Waste, as defined in Water Code section 13050(d), includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.

WATERS OF THE STATE: Waters of the State are surface waters or groundwater within boundaries of the state as defined in Water Code section 13050(e), in which the State and Regional Water Boards have authority to protect beneficial uses. Waters of the State include, but are not limited to, groundwater aquifers, surface

waters, saline waters, natural washes and pools, wetlands, sloughs, and estuaries, regardless of flow or whether water exists during dry conditions. Waters of the State include waters of the United States.

WATERS OF THE UNITED STATES: Waters of the United States are surface waters or waterbodies that are subject to federal jurisdiction in accordance with the Clean Water Act.

WATER QUALITY OBJECTIVE: A water quality objective is the limit or maximum amount of pollutant, waste constituent or characteristic, or parameter level established in statewide water quality control plans and Regional Water Boards' Basin Plans, for the reasonable protection of beneficial uses of surface waters and groundwater and the prevention of nuisance.

4. STATE REGULATORY REQUIREMENTS FOR ELEMENT 6, SPILL EMERGENCY RESPONSE PLAN

The Sewer System Management Plan (SSMP) must include an up to date Spill Emergency Response Plan (SERP) to ensure prompt detection of and response to spills to reduce spill volumes and collect information for prevention of future spills. The SERP must include procedures to:

- Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;
- Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;
- Comply with the notification, monitoring and reporting requirements of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), State law and regulations, and applicable Regional Water Board Orders;
- Ensure that appropriate staff and contractors implement the SERP and are appropriately trained;
- Address emergency system operations, traffic control and other necessary response activities;
- Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;
- Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;
- Remove sewage from the drainage conveyance system;
- Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;
- Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;
- Conduct post-spill assessments of spill response activities;
- Document and report spill events as required in State Water Board Order No. WQ 2022-0103-DWQ (SSS-WDR); and
- Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update it as needed.

The Sewer System Management Plan is available to the public at https://www.antiochca.gov/public-works-department/sewer-collections-npdes/.

5. SPILL EMERGENCY RESPONSE PLAN OBJECTIVES

The Spill Emergency Response Plan includes measures to protect public health and the environment. The City will respond to spills from its system(s) in a timely manner that minimizes water quality impacts and nuisance by:

- Immediately stopping the spill and preventing/minimizing a discharge to waters of the State;
- Intercepting sewage flows to prevent/minimize spill volume discharged into waters of the State;
- Thoroughly recovering, cleaning up and disposing of sewage and wash down water; and
- Cleaning publicly accessible areas while preventing discharges to waters of the State.

Additionally, City Staff will:

- Work safely;
- Properly document each spill event in a separate file including photos and/or video where applicable;
- Collect information for prevention of future spills;
- Minimize public contact with the spilled wastewater;
- Mitigate the impact of the spill;
- Meet the regulatory reporting requirements;
- Evaluate the causes of failure related to spills;
- Perform post-spill response evaluation for adherence to procedures and effectiveness of response; and
- Revise response procedures, modify maintenance practices or provide additional training based on the results from the debrief and failure analysis of spills, if needed.

6. SPILL DETECTION AND NOTIFICATION

ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), ATTACHMENT D, Element 6, Page D-6

The processes that are employed to notify the City of the occurrence of a spill include: observation by the public, receipt of an alarm, or observation by City staff during the normal course of their work.

6.1 LIFT STATION ALARMS

The City operates 1 wastewater lift stations. In the event of a station failure the SCADA alarm system is activated and the City is contacted. To prevent spills, wastewater from the wet well can either be pumped into a vacuum truck for disposal to a nearby sanitary sewer manhole or bypassed around the station into the sanitary sewer system.

6.2 PUBLIC OBSERVATION

Public observation is the most common way that the City is notified of blockages and spills. Contact numbers and information for reporting sewer spills and backups are on the City's website: https://www.antiochca.gov/public-works-department/sewer-collections-npdes/. The City's telephone number for reporting sewer problems during business hours is (925) 779-6950. The City's telephone number for reporting sewer problems after business hours is (925) 778-2441.

- Normal Work Hours: When a sewer service request is made during normal work hours, Public Works Reception receives the call, takes the information from the caller, and generates a Work Request in CityWorks. Work Request is emailed and a notification is sent to the Collections tablet with the Collections Crew, and an alert is sent to the Collections Supervisor or, if not available, Collection Systems Superintendent. The Collections Crew will perform an investigation and note findings and actions taken, if any, and create a Work Order based on the results of the investigation. If the service request is a spill, the Spill Emergency Response Workbook will also be completed.
- After Hours: After hours calls are automatically forwarded to Police Dispatch at (925) 778-2441. Dispatch notifies the on-call Collections Crew member. The on call Collections Crew member will perform an investigation and note findings and actions taken, if any, and create a Work Order based on the results of the investigation. If the service request is a spill, the Spill Emergency Response Workbook will also be completed.

When calls are received, either during normal work hours or after hours, the individual receiving the call will collect and include in the spill event file, at a minimum, the following information to record the complaint:

- Date, time, and method of notification,
- Date and time the complainant first noticed the spill, if available,
- Narrative description of the complaint, including any information the caller provided regarding whether the spill has reached surface waters or a drainage conveyance system, if available,
- Complainant's contact information, if available, and
- Final resolution of the complaint.

If the spill or backup is not in the City's service area the individual receiving the call provides the customer with the contact information for the responsible agency, and then notifies that agency.

6.3 CITY STAFF OBSERVATION

City staff conducts periodic inspections of its sewer system facilities as part of their routine activities. Any problems noted with the sewer system facilities are reported to appropriate City staff that, in turn, responds to emergency situations. Work orders are issued to correct non-emergency conditions.

6.4 CONTRACTOR OBSERVATION

Contractors working on the City sewer system will be informed of contractor spill response procedures. Contractors working on behalf of property owners will be provided spill response information by City Hall Building Department and/or the Engineering Department when they pull a permit. The following procedures are to be followed in the event that a contractor/plumber causes or witnesses a sanitary sewer spill. If the contractor/plumber causes or witnesses a spill they should:

- 1. Immediately notify the City at during business hours is (925) 779-6950 or after business hours is (925) 778-2441 and provide the following information if available:
 - a. Date, time contractor first noticed the spill
 - b. Description of the contractor's observation, including any information regarding whether the spill has reached surface waters or a drainage conveyance system
 - c. Contractor's contact information

- 2. Protect storm drains.
- 3. Protect the public.
- 4. Direct ALL media and public relations requests to the City Attorney's Office.

6.5 NO OBSERVATION

If there are no witnesses or no call was received for a spill, the City staff will contact nearby residences or business owners in the vicinity of the spill, in an attempt to obtain information that brackets a given start time that the spill began. This information will be collected and documented on the Sanitary Sewer Spill Report in the Sanitary Sewer Spill/Backup Response Workbook.

7. SPILL RESPONSE PROCEDURES (Ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), ATTACHMENT D Element 6 page D-6)

7.1 SEWER SPILL/BACKUP RESPONSE SUMMARY

The City will respond to spills as soon as feasible following notification of a spill/backup.

If it is <u>not</u> possible that the spill/backup is due to a failure in the City-owned/maintained sewer lines the Collections Crew performs the following:

- Follows the instructions in the Sanitary Sewer Spill/Backup Response Workbook.
- If the customer is not home the Collections Crew completes the Door Hanger and leaves it on the customer's door.
- If the customer is home the Collections Crew:
 - Explains that the blockage is in the customer's lateral and the City does not have legal authority to maintain or perform work on privately owned laterals.
 - o Recommends to the customer that they hire a licensed contractor to clear their line.
 - Gives the customer the Your Responsibilities as a Private Property Owner pages from the Sanitary Sewer Spill/Backup Response Workbook.

If it <u>is</u> possible that the spill/backup is due to a failure in the City-owned/maintained sewer lines the Collections Crew:

- Follows the instructions in the Sanitary Sewer Spill/Backup Response Workbook.
- Notifies Collection Systems Superintendent or the Collection Systems Supervisor of the incident.
- Relieves blockage and cleans impacted areas.
- Forwards the completed Sanitary Sewer Spill/Backup Response Workbook to the Collection Systems Supervisor.

The Collection Systems Superintendent or designee performs required regulatory reporting in accordance with the Sanitary Sewer Spill/Backup Response Workbook's Regulatory Reporting section.

If the overflow has impacted private property, the Collections Crew:

- Follows the instructions in the Sanitary Sewer Spill/Backup Response Workbook.
- Provides the customer with forms and information as indicated in the Sanitary Sewer Spill/Backup Response Workbook.
- Forwards the completed Sanitary Sewer Spill/Backup Response Workbook to the Collection Systems Supervisor.

The Collection Systems Supervisor notifies the City Attorney's Office of incident.

The City Attorney's Office or designee:

- Reviews incident reports, claim form and other incident information and forwards, as appropriate, to Municipal Pooling Authority (MPA).
- Communicates with claimant as appropriate.
- Communicates with Municipal Pooling Authority (MPA) to adjust and administer the claim to closure.
- Properly documents in writing all activities and communications before approving the final event file.

7.2 FIRST RESPONDER PRIORITIES

The first responder's priorities are:

- Prompt response to spills.
- To follow safe work practices.
- To respond promptly with the appropriate and necessary equipment.
- To reduce spill volume and contain the spill wherever feasible.
- To restore the flow as soon as practicable.
- To minimize public access to and/or contact with the spilled sewage.
- To promptly notify the Collection Systems Superintendent in event of a spill needing additional resources, and/or impacting environmentally sensitive areas.
- To return the spilled sewage to the sewer system.
- To restore the area to its original condition (or as close as possible). Collect information for the prevention of future spills.
- Properly document the spill and response activities on the forms provided in the Sanitary Sewer Spill/Backup Response Workbook, including photos and/or video where practicable.

7.3 SAFETY

The first responder is responsible for following safety procedures at all times. Special safety precautions must be observed when performing sewer work. There may be times when City personnel responding to a sewer system event are not familiar with potential safety hazards peculiar to sewer work. In such cases it is appropriate to take the time to discuss safety issues, consider the order of work, and check safety equipment before beginning response activities.

If the first responders encounter access restrictions or unsafe conditions that prevent its compliance with spill response requirements or monitoring requirements in State Water Board Order No. WQ 2022-0103-DWQ

(SSSWDR), the City provides written documentation of access restrictions and/or safety hazards in the corresponding required report.

7.4 INITIAL RESPONSE

The first responder must respond to the site of the spill/backup and visually check for potential sewer stoppages. The first responder will:

- Note arrival time at the site of the spill/backup.
- Verify the existence of a public sewer system spill or backup.
- Identify and assess the affected area and extent of spill.
- Assess the spill location(s) and spread using photography, global positioning system (GPS), and other best available tools.
- Contact caller if time permits.
- Document the spill according to the requirements described in Section 10 of this SERP, including taking photos and/or videos of overflowing manhole(s)/cleanout(s).
- Take steps to contain, recover, and return the spill to the sanitary sewer as feasible. For procedures refer to the Sanitary Sewer Spill/Backup Response Workbook.
- Protect surface waters to the extent practicable. For procedures refer to the Sanitary Sewer Spill/Backup Response Workbook.
- Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event.

7.5 INITIATE SPILL CONTAINMENT MEASURES

The first responder will attempt to contain as much of the spilled sewage as possible using the following steps:

- Determine the immediate destination of the overflowing sewage.
- Plug storm drains using air plugs, sandbags, and/or plastic mats to contain the spill, whenever appropriate.
 If spilled sewage has made contact with the storm drainage system, attempt to contain the spilled sewage by plugging downstream storm drainage facilities.
- Contain/direct the spilled sewage using dike/dam or sandbags.
- Vacuum retrieve sewage whenever practicable.
- Pump around the blockage/pipe failure.

Containment efforts will be documented. For procedures refer to the Sanitary Sewer Spill/Backup Response Workbook.

7.6 RESTORE FLOW

Using the appropriate cleaning equipment, set up downstream of the blockage and hydro-clean upstream from

a clear manhole. Attempt to remove the blockage from the system and observe the flows to ensure that the blockage does not reoccur downstream. If the blockage cannot be cleared within a reasonable time from arrival, or sewer requires construction repairs to restore flow, then initiate containment and/or bypass pumping. If other assistance is required, immediately contact the Collection Systems Superintendent. For procedures refer to the Sanitary Sewer Spill/Backup Response Workbook.

7.7 EQUIPMENT

This section provides a list of specialized equipment that may be used to support this Spill Emergency Response Plan.

- Closed Circuit Television (CCTV) Inspection Unit A CCTV Inspection Unit is required to determine the root cause for all spills from gravity sewers.
- *Camera* -- A digital or disposable camera (photo, video or phone) is required to record the conditions upon arrival, during clean up, and upon departure.
- Emergency Response Trucks -- A utility body pickup truck, or open bed is required to store and transport the equipment needed to effectively respond to sewer emergencies. The equipment and tools will include containment and clean up materials.
- Portable Generators, Portable Pumps, Piping, and Hoses Equipment used to bypass pump, divert, or power equipment to mitigate a spill.
- Combination Sewer Cleaning Trucks -- Combination high velocity sewer cleaning trucks with vacuum tanks
 are required to clear blockages in gravity sewers, vacuum spilled sewage, and wash down the impacted
 area following the spill event.
- Rodding (snake) equipment for responding to lateral blockages.
- Air plugs, sandbags and plastic mats
- Spill Sampling Kits
- Portable Lights

Standard operating procedures for equipment that may be necessary in the event of a sanitary sewer overflow or backup can be found in the City server.

8. RECOVERY AND CLEANUP (*Ref.* State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), *Element 6, AT-TACHMENT D, Page D-6*)

The recovery and cleanup phase begins immediately after the flow has been restored and the spilled sewage has been contained to the extent possible. The spill recovery and cleanup procedures are described in the following sections.

8.1 ESTIMATE THE FLOW AND VOLUME OF SPILLED SEWAGE

A variety of approaches exist for estimating the volume of a sanitary sewer spill. The Collections Crew members should use the method most appropriate to the sewer overflow in question and reference the Sanitary Sewer Spill/Backup Response Workbook which provides four (4) methods:

- Eyeball Estimation Method
- Duration and Flow Rate Calculation Method
- Area/Volume Method
- Upstream Connections Method

In addition, the following will be documented on the Sewer Spill Report form:

- 1. Description, photographs, and GPS coordinates of the system location where the spill originated. If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
- 2. Estimated total spill volume exiting the system;
- 3. Description and photographs of the extent of the spill and spill boundaries;
- 4. Did the spill reach a drainage conveyance system? If yes:
 - Description of the drainage conveyance system transporting the spill;
 - Photographs of the drainage conveyance system entry location(s);
 - Estimated spill volume that reached the drainage conveyance system;
 - Estimated spill volume fully recovered from the drainage conveyance system;
 - Estimated spill volume remaining within the drainage conveyance system
 - Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable;
 - Estimated spill travel time from the point of entry into the drainage conveyance system to the point of discharge into the receiving water.
- 5. Estimated total spill volume recovered.

8.2 RECOVERY OF SPILLED SEWAGE

Vacuum up and/or pump the spilled sewage and wash down water and discharge it back into the sanitary sewer system. Thoroughly recover and dispose of sewage and wash down water.

8.3 CLEAN-UP AND DISINFECTION

Clean up procedures will be implemented to reduce the potential for human health issues and adverse environmental impacts associated with a spill event. The procedures described are for dry weather conditions and will be modified as required for wet weather conditions. Where cleanup is beyond the capabilities of City staff, a cleanup contractor will be used.

Private Property

City crews are responsible for the cleanup when the property damage is minor in nature and is outside of private building dwellings, such as in front, side and backyards, easements, etc. In all other cases, affected property owners can call a water damage restoration contractor to complete the cleanup and restoration. If the overflow into property is the definite cause of City system failure, the property owner can call out a water damage restoration contractor to complete the cleanup and restoration. In both cases, property owners may submit a claim form.

Hard Surface Areas

Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Wash down the affected area with clean water and/or deozyme or similar non-toxic biodegradable surface disinfectant until the water runs clear. The flushing volume will be approximately three times the estimated volume of the spill. Take steps to contain and vacuum up the wastewater. Allow area to dry. Repeat the process if additional cleaning is required.

Landscaped and Unimproved Natural Vegetation

Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Wash down the affected area with clean water until the water runs clear. The flushing volume will be approximately three times the estimated volume of the spill. Either contain or vacuum up the wash water so that none is released. Allow the area to dry. Repeat the process if additional cleaning is required.

Natural Waterways

The Department of Fish and Wildlife will be notified by CalOES for spills greater than or equal to 1,000 gallons. For spills less than 1,000 gallons, contact Contra Costa County Environmental Health for direction.

Wet Weather Modifications

Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Omit flushing and sampling during heavy storm events (i.e., sheet of rainwater across paved surfaces) with heavy runoff where flushing is not required and sampling would not provide meaningful results.

8.4 PUBLIC NOTIFICATION

Signs will be posted and barricades put in place to keep vehicles and pedestrians away from contact with spilled sewage. Contra Costa County Environmental Health instructions and directions regarding placement and language of public warnings will be followed. Additionally, the Collection Systems Superintendent will use their best judgment regarding supplemental sign placement in order to protect the public and local environment. Signs will not be removed until directed by Contra Costa County Environmental Health or the Collection Systems Superintendent.

Creeks, streams and beaches that have been contaminated as a result of a spill will be posted at visible access locations until the risk of contamination has subsided to acceptable background bacteria levels. Document the number and location of posted signs. The area and warning signs, once posted, will be checked every day to ensure that they are still in place. Photographs of sign placement will be taken.

In the event that an overflow occurs at night, the location will be inspected first thing the following day. The field crew will look for any signs of sewage solids and sewage-related material that may warrant additional cleanup activities.

When contact with the local media is deemed necessary, the City Attorney's Office or their designee will provide the media with all revelvant information.

9. WATER QUALITY (*Ref.* State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), *Element 6, Attachment A - DEFINITIONs page A-5, Attachment E1 2.3 through 2.4 pages E1-5 through E1-8*)

9.1 SURFACE WATERS OF CONCERN

The following waters of the State are in the City's service area:

- Sacramento River Delta
- Lake Alhambra
- San Joaquin River
- East Antioch Creek
- West Antioch Creek
- Marklee Creek
- Los Medanos wasteway
- Black Diamond Detention Basin A and B

9.2 WATER QUALITY SAMPLING AND TESTING

For sewage spills in which an estimated 50,000 gallons or greater are discharged into a surface water, the City will conduct the following water quality sampling as soon as possible but no later than **18 hours** after the City's knowledge of a potential discharge to a surface water. Collect one water sample, each day of the duration of the spill, at:

- The DCS-001 location as described in section 9.7 (Receiving Water Sampling Locations) below, if sewage discharges to a surface water via a drainage conveyance system; and/or
- Each of the three receiving water sampling locations in section 9.7 (Receiving Water Sampling Locations) below;

If the receiving water has no flow during the duration of the spill, the City must report "No Sampling Due To No Flow" for its receiving water sampling locations.

The Collections Crew will collect water quality samples in accordance with State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

The Collections Crew collecting the samples will complete the Chain of Custody prior to transferring ownership of the samples to the McCampbell Analytical lab.

The McCampbell Analytical lab shall analyze the collected receiving water samples for the following constituents:

Ammonia, and

• Appropriate bacterial indicator(s) per the applicable Basin Plan water quality objectives, including one or more of the following from the table below, unless directed otherwise by the Regional Water Board: ref. San Francisco Bay Basin (Region 2) Water Quality Control Plan (Basin Plan), November 5, 2019

Water Quality Objectives for Bacteria ^a				
Beneficial Use	Fecal Coliform ^a (MPN/100mL)	Total Coliform ^a (MPN/100mL)	Enterococcus (CFU/100mL)g	E. coli (CFU/100mL) ^g
Water Contact Rec- reation			geometric mean < 30 STV < 110	geometric mean < 100 STV < 320
Shellfish Harvesting ^b	median < 14 90th percentile < 43	median < 70 90th percentile < 230 ^c		
Non-contact Water Recreation ^d	mean < 2000 90th percentile < 4000	geometric mean < 100		
Municipal Supply: Surface Water ^e	geometric mean < 20			
Municipal Supply: Groundwater		< 1.1 ^f		

Notes

- a. Based on a minimum of five consecutive samples equally spaced over a 30-day period.
- b. Source: National Shellfish Sanitation Program.
- c. Based on a five-tube decimal dilution test or 300 MPN/100 ml when a three-tube decimal dilution test is used.
- d. Source: Report of the Committee on Water Quality Criteria, National Technical Advisory Committee, 1968.
- e. Source: California Department of Public Health recommendation.
- f. Based on multiple tube fermentation technique; equivalent test results based on other analytical techniques, as specified in the National Primary Drinking Water Regulation, 40 CFR, Part 141.21(f), revised June 10, 1992, are acceptable.
- g. Numeric values are from Part 3 of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California based on Section 7958 of Title 17 of the California Code of Regulations, 69FR 67217 et seq., and 40 CFR Part 131.41 (effective date December 16, 2004). The Enterococcus objective applies to marine and estuarine waters where the salinity is greater than 1 part per thousand more than 5 percent of the time. The E. coli objective applies to freshwaters where the salinity is equal to or less than 1 part per thousand 95 percent or more of the time. The geometric mean for enterococcus and E. coli is computed weekly for all samples in a 6-week interval. There is no fecal coliform objective to protect water contact recreation for inland surface waters, enclosed bays, or estuaries, but a fecal coliform objective protecting this use remains in the California Ocean Plan. The STV is the statistical threshold value and shall not be exceeded by more than 10 percent of the samples collected in a calendar month.

Dependent on the receiving water(s), sampling of bacterial indicators shall be sufficient to determine post-spill (after the spill) compliance with the water quality objectives and bacterial standards of the California Ocean Plan or the California Inland Surface Water Enclosed Bays, and Estuaries Plan, including the frequency and/or number of post-spill receiving water samples as may be specified in the applicable plans.

The City shall collect and analyze additional samples as required by the applicable Regional Water Board Executive Officer or designee.

9.3 LAB SELECTION

Analytical Lab

Samples collected for spill response and background monitoring purposes will be analyzed at the McCampbell Analytical lab, which is accredited through the California State Water Resources Control Board Environmental Laboratory Accreditation Program (ELAP). ELAP provides evaluation and accreditation of environmental testing laboratories to ensure the quality of analytical data used for regulatory purposes to meet the requirements of the State's drinking water, wastewater, shellfish, food, and hazardous waste programs. The State agencies that monitor the environment use the analytical data from these accredited labs. The ELAP-accredited laboratories have demonstrated capability to analyze environmental samples using approved methods.

Getting Samples to the Lab

At all times, sample hold times identified below will be observed in accordance with the following:

Analytical Parameter	Maximum Holding Time	Required Container Type	Required Preservative	Mini- mum Amount
Ammonia (NH3 as N); SM 4500NH3 B/C or B/G	28 days	Plastic / Glass	H ₂ SO ₄ pH <2 +0-6°C	200 mL
Coliform, Total / Fecal; SM 9221 B/E	8 hours – wastewater/storm- water 30 hours – drinking water	Plastic (sterile)	Na ₂ S ₂ O ₃ + 0-10°C; No regulatory temp. req. for drinking water)	100 mL
Coliform, Total / E.Coli; SM 9223 B (Present/Absent or Quantitray)	8 hours	Plastic (sterile)	$Na_2S_2O_3 + 0-10$ °C; No regulatory temp. req. for DW	100 mL
Enterococcus by Enter- olert	8 hours	Plastic (sterile)	Na ₂ S ₂ O ₃ + 0-10°C	100 mL

Once samples are collected, they will be transported by the Collections Crew to the lab to be processed.

9.4 WATER QUALITY ANALYSIS SPECIFICATIONS

Spill monitoring must be representative of the monitored activity (40 Code of Federal Regulations section 122.41(j)(1)).

Sufficiently Sensitive Methods

Sample analysis must be conducted according to sufficiently sensitive test methods approved under 40 Code of Federal Regulations Part 136 for the sample analysis of pollutants. For the purposes of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), a method is sufficiently sensitive when the minimum level of the analytical method approved under 40 Code of Federal Regulations Part 136 is at or below the receiving water pollutant criteria.

Environmental Laboratory Accreditation Program-Accredited Laboratories

The analysis of water quality samples required per State Water Board Order No. WQ 2022-0103-DWQ (SSS-WDR) must be performed by a laboratory that has accreditation pursuant to Article 3(commencing with section 100825) of Chapter 4 of Part 1 of Division 101 of the Health and Safety Code. (Water Code section 13176(a).) The State Water Board accredits laboratories through its Environmental Laboratory Accreditation Program (ELAP).

9.5 RECEIVING WATER SAMPLING LOCATIONS

Receiving water samples shall be collected at the following locations.

Sampling of Flow in Drainage Conveyance System (DCS) Prior to Discharge

Sampling Location	Sampling Location Description	
DCS-001	A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.	

Receiving Surface Water Sampling (RSW)¹

Sampling Location	Sampling Location Description
RSW-001: Point of Discharge	A point in the receiving water where sewage initially enters the receiving water.
RSW-001U: Upstream of Point of Discharge	A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.
RSW-001D: Downstream of Point of Discharge	A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water.

9.6 STREAM VELOCITY MEASUREMENTS

If sampling is performed after the spill has stopped, the velocity of the impacted surface water must be determined to estimate spill travel time and select an accurate Downstream sample location. One way to measure the spill travel time is to use a velocity probe (such as a Global Water FP111-S Flow Probe) to determine the rate of flow in the water body. In cases where a water velocity probe is used, the manufacturer's instructions will be followed.

¹ The City must use its best professional judgment to determine the upstream and downstream distances based on receiving water flow, accessibility to upstream/downstream waterbody banks, and size of visible sewage plume.

9.7 SAMPLE TYPES

Grab Samples

Grab samples are appropriate for the characterization of surface waters at a particular time and place, to provide information about minimum and maximum concentrations, and to allow for the collection of variable sample volume.

Grab samples may be collected directly into the sample container, or a clean decontaminated intermediate container may be used if a wading sample is not possible or safe. If an intermediate container is used, when in the field, double rinse the sampling device (bucket, automatic sampler) with sample water prior to collecting the sample and be sure to discard rinse water downstream of where sample will be collected. If samples are collected in a bucket and distributed into a consolidation collection container, swirl the contents of the bucket as it is being poured into the consolidation collection container to avoid settling of solids (and pour in back-and-forth pattern -e.g., 1-2-3-3-2-1).

- <u>Grab Sample</u>: A grab sample is defined as an individual sample collected at a given time. Grab samples represent only the condition that exists at the time the sample is collected (US EPA 1977).
- <u>Surface Grab Sample</u>: A sample collected at the water surface (i.e., skimming) directly into the sample container or into an intermediate container such as a clean bucket. A single or discrete sample collected at a single location.

Field Blanks

Field Blanks are used to evaluate the potential for contamination of a sample by site contaminants from a source not associated with the sample collected (e.g., airborne dust, etc.). Sterile, deionized water is taken into the field in a sealed container. This is the stock water. The stock water is then poured into the sample container. The containers and sample submission forms are labeled as "Field Blank." The same template selected for the test samples should be used. Field blanks are subject to the same holding time limitations as samples. The appropriate FIELD QC box on the sample Chain of Custody form should be checked.

9.8 SAMPLE LABELING AND CHAIN OF CUSTODY PROCEDURES

At a minimum, the following grab samples will be collected:

- Field Blank: See Section 9.7 for discussion.
- Upstream: A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.
- Source: A point in the receiving water where sewage initially enters the receiving water. See Section 9.6
 for information on determining velocity of the surface water in order to determine the Source sample
 location.
- "Downstream" of spill: A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water. This location will vary with the velocity of the surface water to be sampled (see Section 9.6).
- A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.

Sample labels shall be completed for each sample, using waterproof ink, as described in Section 9.5.

Photos or video of each sample location will be taken, properly labeled with date, time, and view direction and a map of the photo locations completed. Photos and videos shall include relevant landmarks to identify sampling locations and their surroundings.

Due to the evidentiary nature of samples collected during enforcement investigations, possession must be traceable from the time the samples are collected until they are analyzed. To maintain and document sample possession, a Surface Water Sample Chain of Custody Record (see Sewer Spill/Backup Response Workbook) must be completed. A sample is under custody if:

- It is in your possession, or
- It is in your view, after being in your possession, or
- It was in your possession and under your control to prevent tampering, or
- It is in a designated secure area.

As few people as possible should handle samples. The person taking the samples is personally responsible for the care and custody of the samples collected until they are transferred or dispatched properly.

Samples are accompanied by a chain of custody record. When transferring the possession of samples, the individuals relinquishing and receiving will sign, date, and note the time on the record. This record documents sample custody transfer from the sampler, often through another person, to the analyst at the laboratory. The samples are typically transferred to the sample-receiving custodian at the laboratory.

9.9 SAMPLING EQUIPMENT

The following are examples of sampling equipment used by the City:

- Sampling pole with fixed container
- Sampling pole with removable container
- Sampling pail and rope
- Stream velocity meter
- Grab-n-Go Sample Kit

9.10 GRAB-N-GO SAMPLING KIT

The City maintains a Grab-n-Go sampling kit located at the Collections Building. The kit is inspected quarterly by the Collection Systems Supervisor. Additionally, any City employee utilizing the kit is responsible for decontaminating sampling equipment and field monitoring devices and replenishing the kit.

Spill Sample Collection Kit Inventory:

- Cooler
- Surface Water Sampling SOP (in Sewer Spill/Backup Response Workbook)
- Ice Pack
- 5 Ammonia sample bottles
- 15 Bacti sample bottles

- Minimum of 20 blank sample bottle labels
- Digital camera or smart phone camera
- Latex gloves
- Safety glasses/goggles
- Waterproof Pen
- Surface Water Sampling Worksheet (in Sewer Spill/Backup Response Workbook)
- Chain of Custody form (in Sewer Spill/Backup Response Workbook)

9.11 DECONTAMINATION PROCEDURES

Removing or neutralizing contaminants from sampling equipment minimizes the likelihood of sample cross contamination, reduces or eliminates transfer of contaminants to clean areas, and prevents the mixing of incompatible substances.

Gross contamination can be removed by physical decontamination procedures. These abrasive and non-abrasive methods include the use of brushes, air and wet blasting, and high- and low- pressure water cleaning.

The decontamination procedures for the sample types and sampling equipment (other than sample bottles, which are provided to Collections Crew in a "ready to be used" condition by the lab) used at the City may be summarized as follows:

- 1. Physical removal
- 2. Tap water rinse
- 3. Air dry

9.12 SAMPLING PROCEDURES

9.12.1 Sample Location and Identification Procedures

Samples will be collected by the Collections Crew. It is impossible to establish hard and fast rules concerning sampling locations. However, the following general guidelines should be applied whenever surface waters are sampled:

- The sampling location should be far enough upstream or downstream of confluences or point sources so that the surface water and spill volume is well mixed. Natural turbulence can be used to provide a good mixture.
- Samples should be collected at a location where the velocity is sufficient to prevent deposition of solids, and to the extent practical, should be in straight reach having uniform flow. All flow in the reach should be represented, so divided flow areas should be avoided, and samples should be taken towards the middle of the reach where feasible.
- Sampler must always stand downstream of the collection vessel, and sample "into the current."
 Care must be taken to avoid introducing re-suspended sediment into the sample.

9.12.2 Surface Water Sampling Standard Operating Procedure (SOP)

The Surface Water Sampling SOP, Section F in the Sewer Spill/Backup Response Workbook, provides step-by-step procedures to collect samples and deliver them for analysis in accordance with State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6.

9.12.3 Follow Up Sampling

Sampling will be repeated every 24 hours, or as directed by the RWQCB or the Contra Costa County Environmental Health, until such time as one of the following criteria have been met:

- The Contra Costa County Environmental Health or the RWQCB indicates follow up sampling is no longer required, or
- Both the ammonia and bacteria levels downstream are approximately equal to or less than the upstream levels.

9.13 SAFETY AND ACCESS EXCEPTIONS

If the City encounters access restrictions or unsafe conditions that prevents its compliance with spill response requirements or monitoring requirements in State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), the City shall provide documentation of access restrictions and/or safety hazards in the corresponding required report.

Personal safety of staff engaged in any fieldwork activity (e.g. in transit, walking or hiking, and any field activities while at the sample site) is of primary importance. Staff should never place themselves in dangerous or risky situations. Any hazards that are known by field personnel should be communicated to other members of the field crew.

Fieldwork should be postponed if there is indication that engagement in the field activity could cause bodily harm. Working during lightning storms, in heavy vegetation or poison oak, near aggressive wildlife or domestic animals, traversing steep or rugged terrain, unstable slopes or creek banks, near swiftly moving water or potential flash flood conditions, or during snowy weather is not considered "normal risk." If any member of the field crew is uncomfortable with a reasonable self-determined hazardous field condition, it is that person's responsibility to bring this to the attention of the onsite field supervisor or their supervisor. A "reasonable self-determined hazardous field condition" is defined as other than normal risk. Supervisors shall not dismiss any person's spoken concerns that field conditions are too hazardous to complete the work assignment.

The person taking the samples must have adequate protection, including protective clothing. They must wear gloves, as protection against chemical and/or bacteriological hazards, while they are sampling or handling samples that are known or suspected to be hazardous (e.g. visible solids or sheens, downstream from sewage spills, etc.), or if hands have open wounds. The type of gloves worn shall be determined by the sampling circumstance and type of pollutants expected – for instance longer gloves are needed when samples must be taken well below the surface.

When in a boat or wading in a stream and where the danger of drowning exists, a personal floatation device shall be worn at all times in addition to following the other requirements of Title 8 CCR 1602 Working Over or Near Water. Other protective measures shall be taken in accordance with City safety procedures.

Upon arrival at a sampling site, safety equipment such as signs, cones, lights, etc. shall be set out as appropriate. Vehicles shall be parked in locations and directions to minimize traffic disruption and avoid sample contamination. Photos should be ultimately taken of the placement of all safety equipment and signage.

The following guidelines apply to all fieldwork by City staff.

• No sample or measurement is worth the risk of injury.

- All staff shall use proper personnel protective gear as appropriate for the incident (e.g., life preservers, gloves, goggles, etc.)
- Field sampling crews should consist of at least two members unless otherwise approved by a supervisor.
- Be conscious of the whereabouts of rattlesnakes, mountain lions, and other dangerous animals.
- Open body wounds are entry sites for infection; take the necessary precautions for self-protection.
- If there is storm activity in the work area, wait for safer conditions to develop or postpone the sampling.
- Do not sample at night without approval from your supervisor.
- Do not trespass on private property or posted restricted public lands without prior permission and written approval from property owner or administrator.
- If strange or suspicious looking people are in the work area, either wait for them to leave or postpone the work to a later time. Do not force confrontations with strangers and back away from any confrontations with the public. Be courteous and understanding of public concerns of the situation.
- Take the necessary precautions against exposure to harmful weather conditions such as heat, wind, snow, cold, rain, etc.
- Carefully evaluate a given on-site situation to determine if the task can be performed safely.
- Streams will not be entered unless the responding employees have the necessary protective footwear (e.g. rubber boots, waders) and the footwear does not pose an additional risk to worker safety (e.g. waders filling with water if the employee slips in the stream).
- Streams will not be entered if deemed unsafe to so by the most senior employee on the responding crew and if entered, will only be done so in accordance with Title 8 CCR Section 1602 Work Over or Near Water.

9.14 SPILL TECHNICAL REPORT: Spill Technical Report for Individual Category 1 Spill in which 50,000 Gallons or Greater Discharged into a Surface Water

For any spill in which 50,000 gallons or greater discharged into a surface water, **within 45 calendar days** of the spill end date, the Collection Systems Superintendent shall submit a Spill Technical Report to the online CIWQS Sanitary Sewer System Database. The Spill Technical Report, at minimum, must include the following information:

- 1. Spill causes and circumstances, including at minimum:
 - Complete and detailed explanation of how and when the spill was discovered;
 - Photographs illustrating the spill origin, the extent and reach of the spill, drainage conveyance system entrance and exit, receiving water, and post-cleanup site conditions;
 - Diagram showing the spill failure point, appearance point(s), the spill flow path, and ultimate destinations;
 - Detailed description of the methodology employed, and available data used to calculate the discharge volume and, if applicable, the recovered spill volume;
 - Detailed description of the spill cause(s);
 - Description of the pipe material, and estimated age of the pipe material, at the failure location;
 - Description of the impact of the spill;

- Copy of original field crew records used to document the spill; and
- Historical maintenance records for the failure location.
- 2. City's response to the spill:
 - Chronological narrative description of all actions taken by the City to terminate the spill;
 - Explanation of how the Sewer System Management Plan Spill Emergency Response Plan was implemented to respond to and mitigate the spill; and
 - Final corrective action(s) completed and a schedule for planned corrective actions, including:
 - Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable,
 - o Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences, and
 - Necessary modifications to the Emergency Spill Response Plan to incorporate lessons learned in responding to and mitigating the spill.
- 3. Water Quality Monitoring, including at minimum:
 - Description of all water quality sampling activities conducted;
 - List of pollutant and parameters monitored, sampled and analyzed; as required in Section 9.2.
 - Laboratory results, including laboratory reports;
 - Detailed location map illustrating all water quality sampling points; and
 - Other regulatory agencies receiving sample results (if applicable).
- 5. Evaluation of spill impact(s), including a description of short-term and long-term impact(s) to beneficial uses of the surface water.

9.15 TRAINING

Training will be provided in accordance with the table below:

Surface Water Sampling Training Program			
Who Is Trained to Collect Sur-	Collections Crew		
face Water Samples?			
Training Curriculum	 At a minimum, training shall include: The City of Antioch Water Quality Monitoring Plan Sampling technique, including hands on practice Sampling equipment calibration, use and decontamination procedures, including hands on practice Sampling safety Completion of the Sampling Equipment Calibration/Maintenance Log, Surface Water Sampling Report and Chain of Custody 		
Training Documentation	Attendees shall be required to sign-in to all training on the appropriate forms used by the City.		
Refresher Training Frequency	Annual		

Who is Responsible for Ensur-	Collection Systems Superintendent
ing Training Occurs?	
Required Training Records	Employee training sign in log
Who is Responsible for Main-	Collection Systems Superintendent
taining Records?	

10. NOTIFICATION, REPORTING, MONITORING AND RECORDKEEPING REQUIREMENTS

ref. ORDER WQ 2022-0103-DWQ Attachment E-1 and E-2

10.1 REPORTING REQUIREMENTS

All reporting required in State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR) must be submitted electronically to the online CIWQS Sanitary Sewer System Database (https://ciwqs.waterboards.ca.gov), unless specified otherwise in State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR). Electronic reporting may solely be conducted by a Legally Responsible Official or Data Submitter(s) previously designated by the Legally Responsible Official, as required in section 5.8 (Designation of Data Submitters) of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

The City shall report any information that is protected by the Homeland Security Act, by email to SanitarySewer@waterboards.ca.gov, with a brief explanation of the protection provided by the Homeland Security Act for the subject report to be protected from unauthorized disclosure and/or public access, and for official Water Board regulatory purposes only.

Refer to APPENDIX A for detailed reporting requirements by spill category.

10.2 REGULATOR REQUIRED NOTIFICATIONS

10.2.1 Spill Category 1: Spills to Surface Waters

Spill Requirement	Due	Method
Notification	Within two (2) hours of the City's knowledge of a Category 1 spill of 1,000 gallons or greater, discharging or threatening to discharge to surface waters notify the California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1 of the State Water Board Or- der No. WQ 2022-0103-DWQ (SSSWDR))
Monitoring	 Conduct spill-specific monitoring; Conduct water quality sampling of the receiving water within 18 hours of initial knowledge of spill of 50,000 gallons or greater to surface waters. 	(Section 2 of Attachment E1 of the State Water Board Or- der No. WQ 2022-0103-DWQ (SSSWDR))

Reporting	 Submit Draft Spill Report within three (3) business days of the City's knowledge of the spill; Submit Certified Spill Report within 15 calendar days of the spill end date; Submit Technical Report within 45 calendar days 	(Section 3.1 of Attachment E1 of the State Water Board Or- der No. WQ 2022-0103-DWQ (SSSWDR))
	 endar days after the spill end date for a Category 1 spill in which 50,000 gallons or greater discharged to surface waters; and Submit Amended Spill Report within 90 calendar days after the spill end date. 	

10.2.2 Spill Category 2: Spills of 1,000 Gallons or Greater That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Within two (2) hours of the City's knowledge of a Category 2 spill of 1,000 gallons or greater threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1 of the State Water Board Or- der No. WQ 2022-0103- DWQ (SSSWDR))
Reporting	 Submit Draft Spill Report within three (3) business days of the City's knowledge of the spill; Submit Certified Spill Report within 15 calendar days of the spill end date; and Submit Amended Spill Report within 90 calendar days after the spill end date. 	(Section 3.2 of Attachment E1 of the State Water Board Order No. WQ 2022-0103- DWQ (SSSWDR))

10.2.3 Spill Category 3: Spills of Equal or Greater than 50 Gallons and Less than 1,000 Gallons That Does Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1 of the State Water Board Or- der No. WQ 2022-0103-DWQ (SSSWDR))
Reporting	Submit monthly Certified Spill Report to the online CIWQS Sanitary Sewer	(Section 3.3 and 3.5 of At- tachment E1 of the State Wa- ter Board Order No. WQ

System Database within 30 calendars	2022-0103-DWQ (SSSWDR))
days after the end of the month in	
which the spills occur; and	
• Submit Amended Spill Reports within 90	
calendar days after the Certified Spill	
Report due date.	

10.2.4 Spill Category 4: Spills Less Than 50 Gallons That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1 of the State Water Board Or- der No. WQ 2022-0103-DWQ (SSSWDR))
Reporting	 If, during any calendar month, Category 4 spills occur, certify monthly, the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills into the online CIWQS Sanitary Sewer System Database, within 30 days after the end of the calendar month in which the spills occurred. Upload and certify a report, in an acceptable digital format, of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occur. 	(Section 3.4, 3.6, 3.7 and 4.4 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))

10.2.5 City Owned and/or Operated Lateral Spills That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	Within two (2) hours of the City's knowledge of a spill of 1,000 gallons or greater, from an City- owned and/or oper-	California Office of Emergency Services at: (800) 852-7550
	ated lateral, discharging or threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number.	(Section 1 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))
	Not applicable to a spill of less than 1,000 gallons.	

Monitoring	Conduct visual monitoring.	(Section 2 of Attachment E1 of the State Water Board OR- DER WQ 2022-0103-DWQ)
Reporting	 Upload and certify a report, in an acceptable digital format, of all lateral spills (that do not discharge to a surface water) to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occur. Report a lateral spill of any volume that discharges to a surface water as a Category 1 spill. 	(Sections 3.6, 3.7 and 4.4 of Attachment E1 of the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR))

10.3 COMPLAINT RECORDS

The City maintains records of all complaints received whether or not they result in sanitary sewer overflows. These complaint records include, but are not limited to, records documenting how the City responded to notifications of spills. Each complaint record must, at a minimum, include the following information:

- Date, time, and method of notification,
- Date and time the complainant first noticed the spill, if available,
- Narrative description of the complaint, including any information the caller provided regarding whether the spill has reached surface waters or a drainage conveyance system, if available,
- Complainant's contact information, if available, and
- Final resolution of the complaint;

All complaint records will be maintained for a minimum of five years in CityWorks whether or not they result in a spill. Spill files (field notes, spill/Backup Response Workbook) are kept Collection Systems Superintendent's office.

11. POST-SPILL ASSESSMENTS OF SPILL RESPONSE ACTIVITIES

(ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6, ATTACHMENT D, Page D-6)

Every spill event is an opportunity to evaluate the City adherence to response and reporting procedures and effectiveness of the response. Each spill event is unique, with its own elements and challenges including volume, cause, location, terrain, climate, and other parameters.

As soon as possible after spill events all the participants, from the person who received the call to the last person to leave the site, will meet to review the procedures used and to discuss what worked and where improvements could be made in responding to and mitigating future spill events. The results of the debriefing will be documented and tracked to ensure the action items are completed as scheduled.

11.1 FAILURE ANALYSIS INVESTIGATION

The objective of the failure analysis investigation is to determine the "root cause" of the spill and to identify corrective action(s) needed that will reduce or eliminate future potential for the spill to recur or for other spills to occur.

The investigation will include reviewing all relevant data to determine appropriate corrective action(s) for the line segment. The investigation may include:

- Reviewing and completing the Sanitary Sewer Spill Report and any other documents related to the incident
- · Reviewing the incident timeline and other documentation regarding the incident
- Reviewing communications with the reporting party and witness
- Reviewing volume estimate, volume recovered estimate, volume estimation assumptions and associated drawings
- Reviewing available photographs
- Interviewing staff that responded to the spill
- Reviewing past maintenance records
- Reviewing past CCTV records,
- Conducting a CCTV inspection to determine the condition of all line segments immediately following the spill and reviewing the video and logs,
- Reviewing any Fats, Oils, Roots and Grease (FROG) related information or results
- Post spill debrief records
- Interviews with the public at the spill location

The product of the failure analysis investigation will be the determination of the root cause and the identification and scheduling of the corrective actions. The Collection System Failure Analysis Form (in Sanitary Sewer Spill/Backup Response Workbook) will be used to document the investigation.

12. SPILL RESPONSE TRAINING

(ref. State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6, Attachment D 4.3 page D-5 and Element 6 page D-6

This section provides information on the training that is required to support this Spill Emergency Response Plan.

12.1 INITIAL AND ANNUAL REFRESHER TRAINING

All City personnel who may have a role in responding to, reporting, and/or mitigating a sewer system overflow will receive training on the contents of this SERP. All new employees will receive training before they are placed in a position where they may have to respond. Current employees will receive annual refresher training on this SERP and the procedures to be followed. The City will document all training.

Affected employees will receive annual training on the following topics by knowledgeable trainers:

- The requirements of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6
- The City's Spill Emergency Response Plan procedures and practice drills
- Containment and cleanup methods
- Researching and documenting Sanitary Sewer Spill Start Times
- Skilled estimation of spill volume for field operators
- Impacted Surface Waters: Sample location selection, sampling, and documentation procedures
- Electronic CIWQS reporting procedures for staff submitting data
- State Water Resources Control Board Employee Knowledge Expectations

Through SWRCB Employee Knowledge Expectations training, the employee will be able to answer the following:

- 1. Please briefly describe your name and job title.
- 2. Please describe for us approximately when you started in this field and how long you have worked for your agency.
- 3. Please expand on your current position duties and role in responding in the field to any spill complaints.
- 4. Please describe your SOPs used to respond/mitigate spills when they occur.
- 5. Describe any training your agency provides or sends you to for conducting spill volume estimates.
- 6. We are interested in learning more about how your historical spill response activities have worked in the field. We understand from discussions with management earlier that you use the SERP from the SSMP. Please elaborate on how you implement and utilize the procedures in the plan.
- 7. Historically, before any recent changes, can you please walk us through how you would typically receive and respond to any spill complaints in the field?
- 8. Can you tell us who is responsible for estimating spill volumes discharged? If it is you, please describe how you go about estimating the spill volume that you record on the work order/service request forms?
- 9. What other information do you collect or record other than what is written on the work order form?
- 10. Describe if and when you ever talk with people that call in spills (either onsite or via telephone) to further check out when the spill might have occurred based on what they or others know? If you do this, can you tell us where this information is recorded?
- 11. We understand you may be instructed to take pictures of some sewer spills/backups into structures. Other than these spills, when else would you typically take any pictures of a spill?
- 12. Please walk us through anything else you'd like to add to help us better understand how your field crews respond and mitigate spill complaints.

12.2 SPILL RESPONSE DRILLS

Periodic training drills or field exercises will be held to ensure that employees are up to date on these procedures, equipment is in working order, and the required materials are readily available. The training drills will cover scenarios typically observed during sewer related emergencies (e.g. mainline blockage, mainline failure, and lateral blockage). The results and the observations during the drills will be recorded and action items will be tracked to ensure completion.

12.3 SPILL TRAINING RECORD KEEPING

Records will be kept of all training that is provided in support of this SERP for 5 years. The records for all scheduled training courses and for each overflow emergency response training event will include date, time, place, content, name of trainer(s), names and titles of attendees, brief narrative description of the training, including training method(s) and training materials and/or equipment used.

12.4 CONTRACTORS WORKING ON CITY SEWER FACILITIES

All contractors working on City sewer facilities will be required to follow the spill response instructions on the Sanitary Sewer Spill Response Instructions for Contractors (Appendix C). Appendix will change if any of the template appendices are removed] Additional training may be required depending on the nature of the work on any or all of the following:

- The requirements of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR), Element 6
- Communication procedures to City in the event a spill is caused or witnessed
- The City's Spill Emergency Response Plan procedures and practice drills
- Skilled estimation of spill volume for field operators
- Electronic CIWQS reporting procedures for staff submitting data

13. SEWER BACKUP INTO/ONTO PRIVATE PROPERTY CLAIMS HANDLING POLICY

It is the policy of the City that a claims form shall be offered to anyone wishing to file a claim. The following procedures will be observed for all sewer overflows/backups into/onto private property:

- City staff will offer a City claim form irrespective of fault whenever it is possible that the sanitary sewer backup
 may have resulted from an apparent blockage in the City-owned sewer lines or whenever a City customer requests a claim form. The claim may later be rejected if subsequent investigations into the cause of the loss indicate the City was not at fault.
- It is the responsibility of the Collections Crew to gather information regarding the incident and notify the Collection Systems Supervisor or their designee.
- It is the responsibility of the City Attorney's Office or their designee to review all claims and to oversee the adjustment and administration of the claim to closure.

14. AUTHORITY

This SERP is written in accordance with the State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

15. APPENDICES

- A. Reporting Requirements by Spill Category
- B. Door Hanger
- C. Sanitary Sewer Spill Response Instructions for Contractors
- D. Sanitary Sewer Spill/Backup Response Workbook

APPENDIX A:

Reporting Requirements by Spill Category

REPORTING REQUIREMENTS FOR INDIVIDUAL CATEGORY 1 SPILL REPORTING

Draft Spill Report

Within three (3) business days of the City's knowledge of a Category 1 spill, the City shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

- 1. Contact information: Name and telephone number of City contact person to respond to spill-specific questions;
- 2. Spill location name;
- 3. Date and time the City was notified of, or self-discovered, the spill;
- 4. Operator arrival time;
- 5. Estimated spill start date and time;
- 6. Date and time the City notified the California Office of Emergency Services, and the assigned control number;
- 7. Description, photographs, and GPS coordinates of the system location where the spill originated; If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
- 8. Estimated total spill volume exiting the system;
- 9. Description and photographs of the extent of the spill and spill boundaries;
- 10. Did the spill reach a drainage conveyance system? If Yes:
 - a. Description of the drainage conveyance system transporting the spill;
 - b. Photographs of the drainage conveyance system entry location(s);
 - c. Estimated spill volume fully recovered from the drainage conveyance system;
 - d. Estimated spill volume remaining within the drainage conveyance system;
 - e. Description and photographs of all discharge point(s) into the surface water;
 - f. Estimated spill volume that discharged to surface waters; and
 - g. Estimated total spill volume recovered.

Certified Spill Report

Within 15 calendar days of the spill end date, the City shall submit a Certified Spill Report for Category 1 spills, to the online CIWQS Sanitary Sewer System Database.

Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

(Category 1 continued)

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report:

- 1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;
- 2. Spill end date and time;
- 3. Description of how the spill volume estimations were calculated, including at a minimum:
 - a. The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - b. The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;
- 4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
- 5. System failure location (for example, main, lateral, pump station, etc.);
- 6. Description of the pipe material, and estimated age of the pipe material, at the failure location;
- 7. Description of the impact of the spill;
- 8. Whether or not the spill was associated with a storm event;
- 9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
- 10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
- 11. Spill response completion date;
- 12. Detailed narrative of investigation and investigation findings of cause of spill;
- 13. Reasons for an ongoing investigation (as applicable) and the expected date of completion;
- 14. Name and type of receiving water body(s);
- 15. Description of the water body(s), including but not limited to:
 - a. Observed impacts on aquatic life,
 - b. Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill,
 - c. Responsible entity for closing/restricting use of water body, and
 - d. Number of days closed/restricted as a result of the spill.
- 16. Whether or not the spill was located within 1,000 feet of a municipal surface water intake; and
- 17. If water quality samples were collected, identify sample locations and the parameters the water quality samples were analyzed for. If no samples were taken, Not Applicable shall be selected.

(Category 1 continued)

Amended Certified Spill Reports

The City shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The City shall certify the amended report.

After **90 calendar days**, the City shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

REPORTING REQUIREMENTS FOR INDIVIDUAL CATEGORY 2 SPILL REPORTING

Draft Spill Report

Within three (3) business days of the City's knowledge of a Category 2 spill, the City shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

- 1. Contact information: Name and telephone number of City contact person to respond to spill-specific questions;
- 2. Spill location name;
- 3. Date and time the City was notified of, or self-discovered, the spill;
- 4. Operator arrival time;
- 5. Estimated spill start date and time;
- 6. Date and time the City notified the California Office of Emergency Services, and the assigned control number;
- 7. Description, photographs, and GPS coordinates of the system location where the spill originated; If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
- 8. Estimated total spill volume exiting the system;
- 9. Description and photographs of the extent of the spill and spill boundaries;
- 10. Did the spill reach a drainage conveyance system? If Yes:
 - Description of the drainage conveyance system transporting the spill;
 - Photographs of the drainage conveyance system entry location(s);
 - Estimated spill volume fully recovered from the drainage conveyance system;
 - Estimated spill volume remaining within the drainage conveyance system;
- 11. Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable; and
- 12. Estimated total spill volume recovered.

Certified Spill Report

Within 15 calendar days of the spill end date, the City shall submit a Certified Spill Report for the Category 2 spill, to the online CIWQS Sanitary Sewer System Database (https://ciwqs.waterboards.ca.gov). Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;

(Category 2 continued)

- 2. Spill end date and time;
- 3. Description of how the spill volume estimations were calculated, including at a minimum:
 - The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;
- 4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
- 5. System failure location (for example, main, pump station, etc.);
- 6. Description of the pipe/infrastructure material, and estimated age of the pipe material, at the failure location;
- 7. Description of the impact of the spill;
- 8. Whether or not the spill was associated with a storm event;
- 9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
- 10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
- 11. Spill response completion date;
- 12. Detailed narrative of investigation and investigation findings of cause of spill;
- 13. Reasons for an ongoing investigation (as applicable) and the expected date of completion; and
- 14. Whether or not the spill was located within 1,000 feet of a municipal surface water intake.

Amended Certified Spill Reports

The City shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The City shall certify the amended report.

After **90 calendar days**, the City shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

REPORTING REQUIREMENTS FOR INDIVIDUAL CATEGORY 3 SPILL REPORTING

Monthly Certified Spill Reporting

The City shall report and certify all Category 3 spills to the online CIWQS Sanitary Sewer System Database within 30 calendar days after the end of the month in which the spills occurred. (For example, all Category 3 spills occurring in the month of February shall be reported and certified by March 30th). After the Legally Responsible Official certifies the spills, the online CIWQS Sanitary Sewer System Database will issue a spill event identification number for each spill.

The monthly reporting of all Category 3 spills must include the following items for each spill:

- 1. Contact information: Name and telephone number of City contact person to respond to spill-specific questions;
- 2. Spill location name;
- 3. Date and time the City was notified of, or self-discovered, the spill;
- 4. Operator arrival time;
- 5. Estimated spill start date and time;
- 6. Description, photographs, and GPS coordinates where the spill originated. If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
- 7. Estimated total spill volume exiting the system;
- 8. Description and photographs of the extent of the spill and spill boundaries;
- 9. Did the spill reach a drainage conveyance system? If Yes:
 - a. Description of the drainage conveyance system transporting the spill;
 - b. Photographs of the drainage conveyance system entry locations(s);
 - c. Estimated spill volume fully recovered from the drainage conveyance system; and
 - d. Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable.
- 10. Estimated total spill volume recovered;
- 11. Description of the spill event destination(s), including GPS coordinates, if available, that represent the full spread and reaches of the spill;
- 12. Spill end date and time;
- 13. Description of how the spill volume estimations were calculated, including, at minimum:
 - a. The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - b. The methodology and type of data relied upon to estimate the spill start time, on-going spill rate at time of arrival (if applicable), and the spill end time;
- 14. Spill cause(s) (for example, root intrusion, grease deposition, etc.);

(Category 3 Continued)

- 15. System failure location (for example, main, pump station, etc.);
- 16. Description of the pipe/infrastructure material, and estimated age of the pipe/infrastructure material, at the failure location;
- 17. Description of the impact of the spill;
- 18. Whether or not the spill was associated with a storm event;
- 19. Description of spill response activities including description of immediate spill containment and cleanup efforts;
- 20. Description of spill corrective actions, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of the major milestones for those steps; including, at minimum:
 - a. Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable, and
 - b. Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences at the same spill event location, including:
 - Adjusted schedule/method of preventive maintenance,
 - Planned rehabilitation or replacement of sanitary sewer asset,
 - Inspected, repaired asset(s), or replaced defective asset(s),
 - Capital improvements,
 - Documentation verifying immediately implemented system modifications and operating/maintenance modifications,
 - Description of spill response activities,
 - Spill response completion date, and
 - Ongoing investigation efforts, and expected completion date of investigation to determine the full cause of spill;
- 21. Detailed narrative of investigation and investigation findings of cause of spill.

Amended Certified Spill Reports

Within 90 calendar days of the certified Spill Report due date, the City may update or add additional information to a certified Spill Report by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The City shall certify the amended report.

After 90 calendar days, the Legally Responsible Official shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a certified Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the 90-day timeframe for amending the certified Spill Report, as provided above.

REPORTING REQUIREMENTS FOR INDIVIDUAL CATEGORY 4 SPILL REPORTING

Monthly Certified Spill Reporting

The City shall report and certify the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, within 30 calendar days after the end of the month in which the spills occurred.

Annual Certified Spill Reporting of Category 4 and/or Lateral Spills

For all Category 4 spills and spills from its owned and/or operated laterals that are caused by a failure or blockage in the lateral and that do not discharge to a surface water, the City shall:

- Maintain records per section 4.4. of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR). The City shall provide records upon request by State Water Board or Regional Water Board staff.
- Annually upload and certify a report, in an appropriate digital format, of all recordkeeping of spills to the
 online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which
 the spills occurred.

A spill from an City-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the City shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR).

Monthly Certification of "No-Spills" Or "Category 4 Spills" and/or "Non-Category 1 Lateral Spills"

If either (1) no spills occur during a calendar month or (2) only Category 4, and/or City-owned and/or operated lateral spills (that do not discharge to a surface water) occur during a calendar month, the City shall certify, within 30 calendar days after the end of each calendar month, either a "No-Spill" certification statement, or a "Category 4 Spills" and/or "Non-Category 1 Lateral Spills" certification statement, in the online CIWQS Sanitary Sewer System Database, certifying that there were either no spills, or Category 4 and/or Non-Category 1 Lateral Spills that will be reported annually (per section 3.6 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of State Water Board Order No. WQ 2022-0103-DWQ (SSSWDR)) for the designated month.

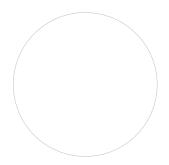
If a spill starts in one calendar month and ends in a subsequent calendar month, and the City has no further spills of any category, in the subsequent calendar month, the City shall certify "no-spills" for the subsequent calendar month.

If the City has no spills from its systems during a calendar month, but the City voluntarily reported a spill from a private lateral or a private system, the City shall certify "no-spills" for that calendar month.

If the Citys has spills from its owned and/or operated laterals during a calendar month, the City shall not certify "no spills" for that calendar month.

APPENDIX B:

Door Hanger

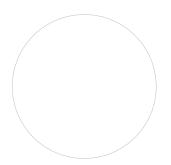


City of Antioch

On (date)				
at (location)				
we responded to a reported blockage of the sanitary sewer service to your property.				
We discovered a blockage in:				
☐ The sanitary sewer main and cleared the line				
☐ Your sanitary sewer lateral, which is your responsibility to maintain.				
If you require assistance to clear your portion of the lateral you can search the internet for "Sewer Contractors" or "Plumbing Drains & Sewer Cleaning." If you plan to hire a contractor, we recommend getting estimates from more than one company.				
City representative notes:				
City representative name:				

For questions or comments, please ca

City of Antioch
Business Hours: (925) 779-6950
After Hours: (925) 778-2441



City of Antioch

On (date)
at (location)
we responded to a reported blockage of the sanitary sewer service to your property.
We discovered a blockage in:
☐ The sanitary sewer main and cleared the line
☐ Your sanitary sewer lateral, which is you responsibility to maintain.
If you require assistance to clear your portion of the lateral you can search the internet for "Sewer Contractors" or "Plumbing Drains & Sewer Cleaning." If you plan to hire a contractor, we recommend getting estimates from more than one company.
City representative notes:
City representative name:

For questions or comments, please call

City of Antioch
Business Hours: (925) 779-6950
After Hours: (925) 778-2441

APPENDIX C:

Sewer Spill Response Instructions for Contractors

City of Antioch Spill Emergency Response Plan

Sewer Spill Response Instructions for Contractors

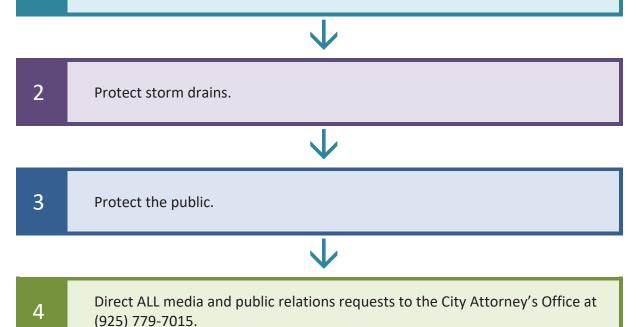
For contractors working on the sanitary sewer system the City expects them to have, at all worksites, spill response materials necessary to block drainage conveyance system entry points near the work area and surface waters.

Additionally, contractor must be trained on spill response materials and equipment.

The following procedures are to be followed in the event that a contractor/plumber causes or witnesses a sanitary sewer spill. If the contractor/plumber causes or witnesses a spill they should:

Immediately notify the City at (925) 779-6950 during business hours and (925) 778-2441 after business hours and provide the following information if available:

- Date, time contractor first noticed the spill
- Description of the contractor's observation, including any information regarding whether the spill has reached surface waters or a drainage conveyance system
- Contractor's contact information



)raft 5-25-23

APPENDIX D:

Sewer Spill/Backup Response Workbook

City of Antioch

Sewer Spill Emergency Response Plan

Sewer Spill/Backup Response Workbook



INSERT TAB: Tab A: Start Here

Sanitary Sewer Spill/Backup Response Workbook

See the following page for contact information as needed. ☐ Make immediate notifications: O If this spill is discharging or threatening to discharge greater than or equal to 1,000 gallons to waters of the State, immediately contact the Collection Systems Superintendent at (925) 779-6962 who will notify CalOES at (800) 852-7550 within 2 hours and obtain a control number. Record this number on the following pages: A-4, B-2, and D-1 Page 1. O If there is a backup into a residence/business that may be due to a problem in the City's sewer, notify the Collection Systems Superintendent at (925) 779-6962 or the Collection Systems Supervisor at (209) 479-2858. O For media inquiries/requests contact the City Attorney at (925) 779-7015. Refer to the Regulatory Reporting Guide in this Workbook for additional reporting requirements. **COLLECTIONS CREW:** CHAIN OF CUSTODY Print Name: Refer to the Spill Event Checklist (A-4), follow the instructions on the Spill/Backup Response Flowchart (C-1), and complete forms in this Initial: Workbook as indicated. Date: Complete the chain of custody record (to the right) and deliver this workbook to the Collection Systems Supervisor. **COLLECTION SYSTEMS SUPERVISOR: CHAIN OF CUSTODY** ☐ Review the Spill Event Checklist (A-4) and the forms in this Workbook. Contact the Print Name: Collections Crew for additional information if necessary. Confirm that all required regulatory notifications have been made (B-1). ☐ If this was a Sewer Backup, follow instructions on the Backup Forms Checklist (F-1). Initial: Complete the Post Spill Assessment (G-1) and Collection System Failure Analysis Form (G-2). Date: ☐ Complete the Chain of Custody record (right) and forward Workbook to Data Submitter **DATA SUBMITTER:** CHAIN OF CUSTODY Print Name: Refer to Spill Event Checklist (A-4) Data Submitter Responsibilities Initial: Complete the chain of custody record (to the right) and deliver this workbook to a Legally Responsible Official (see A-2 for LROs). Date: **LEGALLY RESPONSIBLE OFFICIAL:** CHAIN OF CUSTODY Print Name: Refer to Spill Event Checklist (A-4) Data Submitter Responsibilities Initial: Complete the chain of custody record (to the right) and file this Workbook with the spill file. Date:

Contact	Description	Telephone/Email/Address	
CAL/OES	California Office of Emergency Services	(800) 852-7550	
City Attorney	Media inquiries/requests	(925) 779-7015	
Collection Systems Superintendent	CalOES 2-hour notification and other regulatory notifications Outside Assistance / Mutual Aid	(925) 779-6962 or (925) 383-1919	
Contra Costa County Environmental Health	NotificationsSign placement guidance	(925) 608-5500	
McCampbell Analytical	Water quality sample analysis	(877) 252-9262 1534 Willow Pass Road Pittsburg, CA	
Municipal Pooling Authority (MPA)	Assistance with sewer backup customers	(925) 943-1100 ext. 11	
Restoration/Remediation	Cleaning services	Restoration Management (800) 400-5058 ServiceMaster (800) 123-1234	
San Francisco Regional Water Quality Control Board		(510) 622-2300	
State Water Resources Control Board	Walter Mobley	(916) 323-0878 Walter.Mobley@waterboards.ca.gov	

Authorized Personnel:

The following are authorized to perform regulatory reporting of spills:

Job Title	Telephone	Check if LRO
Collection Systems Superintendent	(925) 779-6962 or (925) 383-1919	✓
Public Works Deputy Director	[NEED CONTACT #]	√
Water Distribution Superintendent	[NEED CONTACT #]	
Public Works Director	[NEED CONTACT #]	
Public Works Technician	[NEED CONTACT #]	
Collection Systems Supervisor	[NEED CONTACT #]	

The City's Legally Responsible Official (LRO) is authorized to electronically sign and certify spill reports in CIWQS.

NOTE: All references to "SSWDR" refer to State Water Board Order No. WQ 2022-0103-DWQ.

DRAINAGE CONVEYANCE SYSTEM: A drainage conveyance system is a publicly- or privately-owned separate storm sewer system, including but not limited to drainage canals, channels, pipelines, pump stations, detention basins, infiltration basins/facilities, or other facilities constructed to transport stormwater and non-stormwater flows.

SPILL: A spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Exfiltration of sewage is not considered to be a spill under SSWDR if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State.

• Category 1 Spill:

A Category 1 spill is a spill of any volume of sewage from or caused by a sanitary sewer system regulated under SSWDR that results in a discharge to:

- O A surface water, including a surface water body that contains no flow or volume of water; or
- O A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly.

Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

A spill from an City-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the City shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of SSWDR.

Category 2 Spill

A Category 2 spill is a spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under SSWDR that does not discharge to a surface water. A spill of 1,000 gallons or greater that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system, is a Category 2 spill.

Category 3 Spill

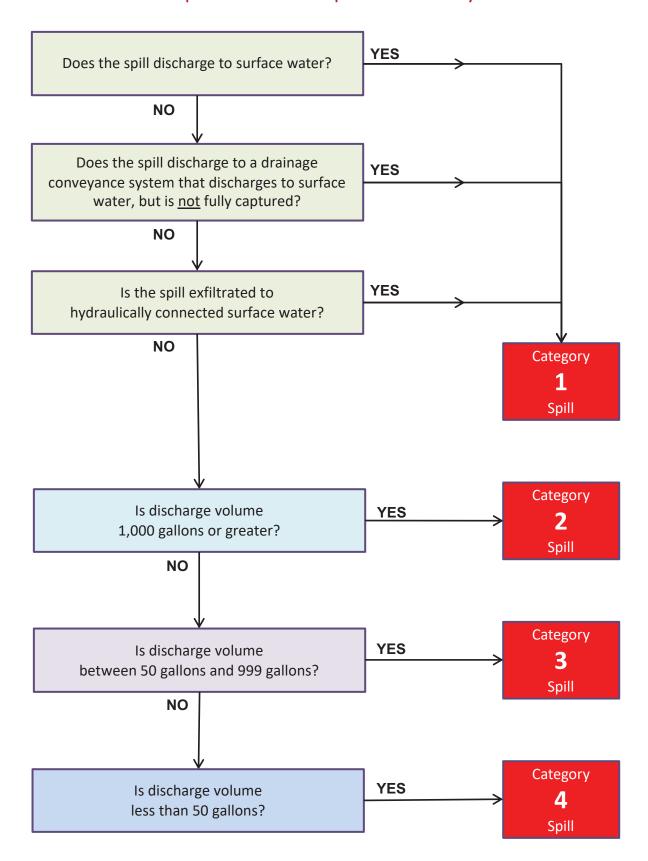
A Category 3 spill is a spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system regulated under SSWDR that does not discharge to a surface water. A spill of equal to or greater than 50 gallons and less than 1,000 gallons, that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 3 spill.

Category 4 Spill

A Category 4 spill is a spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under SSWDR that does not discharge to a surface water. A spill of less than 50 gallons that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 4 spill.

WATERS OF THE STATE: Waters of the State are surface waters or groundwater within boundaries of the state as defined in Water Code section 13050(e), in which the State and Regional Water Boards have authority to protect beneficial uses. Waters of the State include, but are not limited to, groundwater aquifers, surface waters, saline waters, natural washes and pools, wetlands, sloughs, and estuaries, regardless of flow or whether water exists during dry conditions. Waters of the State include waters of the United States.

INSTRUCTIONS: Answer each question in order and stop at the red box once you have determined the category.



Spill Event Checklist

Date of Spill: Spill Location/Name: CIWQS Event ID #: Category? □ 1 □ 2 □ 3 □ 4 OES#: Property Damage? □ Yes □ No Service Request #:			
COLLECTIONS CREW RESPONSIBILITIES ☐ Effort made to contain and return a portion/all to the sanitary sewer ☐ Pictures/video taken of spill ☐ Pictures taken of affected/unaffected area ☐ If property damage, start that process ☐ Pictures taken of containment efforts ☐ If spill is Cat 1 > 1000 gallons or Cat 2 > 1000 gal threatening to discharge to waters of the State: ☐ OES Control # ☐ Were surface waters impacted waters?			
COLLECTION SYSTEMS SUPERVISOR RESPONSIBILITIES Map of where samples were taken, if applicable	Conduct Post Spill Assessment & complete form (G-1)		
 For Cat 1 Spills 50,000 gallons or larger, obtain sample results □ Ensure Technical Report is written □ Initial review of forms is complete (ensure consistency of dates, times, volumes, and other data) □ Review of photos and videos (label/date) □ Start folder for all documentation for this spill event. Worksheets/Forms, follow-up work orders, notes, phone 	 TV to determine cause Review Asset History Determine next steps to prevent recurrence Document findings and next steps on Spill Report Put everything in it (Spill Report, Field Reports,		
DATA SUBMITTER RESPONSIBILITIES			
 □ Submit Draft in CIWQS w/in 3 business days (for Categories 1 and 2 only) □ Print CIWQS Draft hard copy and email □ Review CIWQS, spill Report, Worksheets, CMMS, and any other documentation to ensure data is consisten (e.g. dates, times, volumes, cause, follow-up action, expected by the company of the company	t Hand Workbook to LRO and complete Chain of Custody		
LRO RESPONSIBILITIES			
 □ LRO review Workbook and CIWQS verify accurate a consistent data □ Certify in CIWQS (within 15 calendar days for Categories 1 & 2, 30 days after the month for Categ 3 & 4) □ Print Certified CIWQS and email □ Any changes? Change in CIWQS and hard copies and explain changes, print our current version 	 If any changes are made to SSMP Update SSMP and link on CIWQS to SSMP Add change to SSMP Change Log Consider need to re-certify SSMP 		

INSERT TAB: Tab B: Regulatory Reporting

Regulatory Reporting Guide

The City's Legally Responsible Officials (LROs) are authorized to electronically sign and certify spill reports in CIWQS. See contact information for LROs on page A-2.

Deadline	Category 1 Spill*	Category 2 Spill++	Category 3 Spill++	Category 4 Spill++
2 hours after awareness of spill	Within two (2) hours of the City's knowledge of a Category 1 spill of 1,000 gallons or greater, discharging or threatening to discharge to Waters of the State, notify CalOES and obtain a notification control number.	Within two (2) hours of the City's knowledge of a Category 2 spill of 1,000 gallons or greater threatening to discharge to Waters of the State, notify CalOES and obtain a notification control number.	-	-
As soon as possible	Spills impacting s	urface waters are immediately	reported to the Deputy Director of	Public Works.
Within 18 hours of awareness of spill	Conduct water quality sampling of the receiving water within 18 hours of initial knowledge of spill of 50,000 gallons or greater to surface waters.	-	-	-
3 Business Days after awareness of spill	Submit Draft Spill Report in the CIWQS database.	Submit Draft Spill Report in the CIWQS database.	-	-
15 Days after the spill end date	Submit Certified Spill Report within 15 calendar days of the spill end date. (Submit Amended Spill Report, as needed, within 90 calendar days after the spill end date.)	Submit Certified Spill Report within 15 calendar days of the spill end date. (Submit Amended Spill Report, as needed, within 90 calendar days after the spill end date.)	-	-
Within 30 calendars days after the end of the calendar month in which the spill occurs	-	-	Submit monthly Certified Spill Report to the online CIWQS Sanitary Sewer System Database (Submit Amended Spill Report, as needed, within 90 calendar days after the Certified Spill Report due date.)	Certify monthly, the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills into the online CIWQS Sanitary Sewer System Database.
45 days after spill end date	Submit Technical Report within 45 calendar days after the spill end date for a Category 1 spill in which 50,000 gallons or greater discharged to surface waters; and	-	-	-
By February 1st after the end of the calendar year in which the spills occur.	-	See ++ note below.	-	Upload and certify a report, in an acceptable digital format, of all Category 4 spills to the online CIWQS Sanitary Sewer System Database.

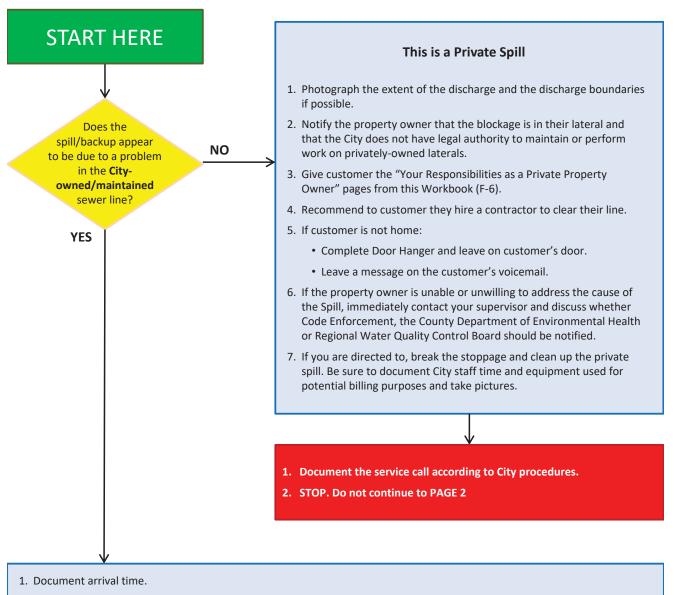
- * A spill from an Enrollee-owned and/or operated lateral that discharges to a surface water is a Category 1 spill.
- ++ See following page for notes.

Regulatory Reporting Guide

- ++ Agency owned lateral spills (Cat 2-4) to be reported by Feb 1 of the following year.
 - Monthly Spill Reporting of Non-Category 1 Lateral Spills: If either (1) no spills occur during a calendar month or (2) only Category 4, and/or Enrollee-owned and/or operated lateral spills (that do not discharge to a surface water) occur during a calendar month, the Enrollee shall certify, within 30 calendar days after the end of each calendar month, either a "No-Spill" certification statement, or a "Category 4 Spills" and/or "Non-Category 1 Lateral Spills" certification statement, in the online CIWQS Sanitary Sewer System Database, certifying that there were either no spills, or Category 4 and/or Non-Category 1 Lateral Spills that will be reported annually for the designated month.
 - Annual Certified Spill Reporting of Category 4 and/or Lateral Spills: For all Category 4 spills and spills from its owned
 and/or operated laterals that are caused by a failure or blockage in the lateral and that do not discharge to a surface
 water, the Enrollee shall annually upload and certify a report, in an appropriate digital format, of all recordkeeping of
 spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which
 the spills occurred.

Agency/Firm Contacted	Individual Spoken to:	Date	Time	Notes
CalOES				Control Number:
	<u>l</u>			

INSERT TAB: Tab C: Flowchart



- 2. Consider the need to call out additional staff, contractor or mutual aid assistance.
- 3. If it is possible that this is a Category 1 spill greater than or equal to 1,000 gallons or a Category 2 spill that is threatening to discharge to waters of the State, immediately contact the Collection System Superintendent who will make the 2-hour notification to Cal-OES and obtain a control number. Record this number on the following pages: A-4, B-2, and D-1 Page 1.
- 1. Record manhole number or cleanout location of the spill appearance point closest to the failure point, and describe each additional appearance point on the Spill Report (D-1).
- 2. Take photographs of all spill appearance points, the extent of the spill, and spill boundaries.



Continue from PAGE 1

BEGIN DIVERSION AND CONTAINMENT, AS NECESSARY

1. DIVERT AWAY FROM SENSITIVE AREAS:

- a. Cover unplugged storm drains w/mats, or use dirt/other material to divert sewage away from sensitive areas (e.g., schools, playgrounds, intersections, etc.)
- b. ENSURE PUBLIC CONTACT DOES NOT OCCUR. Use cones/barricades to isolate area.

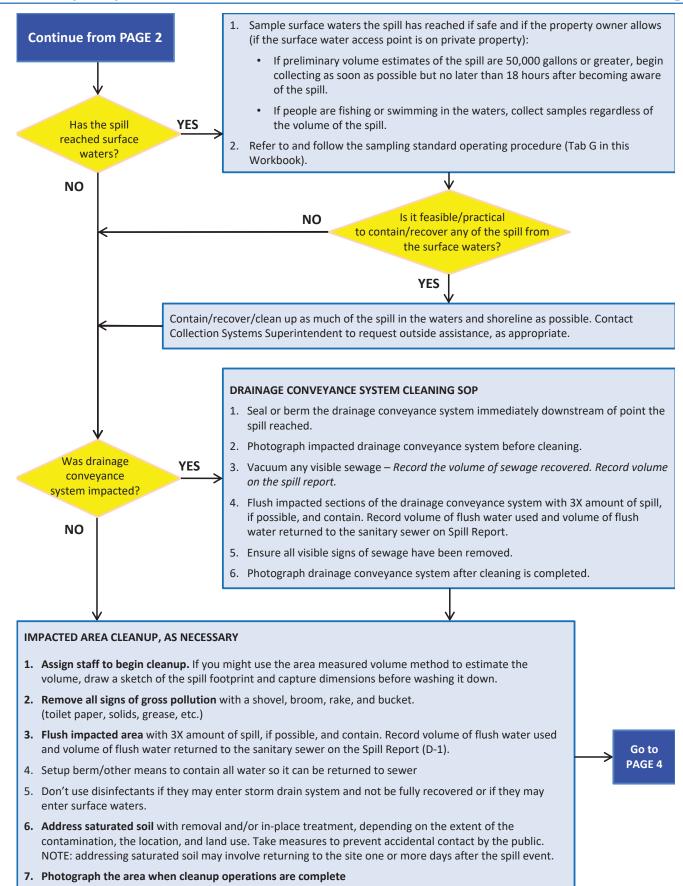
2. CONTAIN SPILL & RETURN TO SYSTEM, IF POSSIBLE:

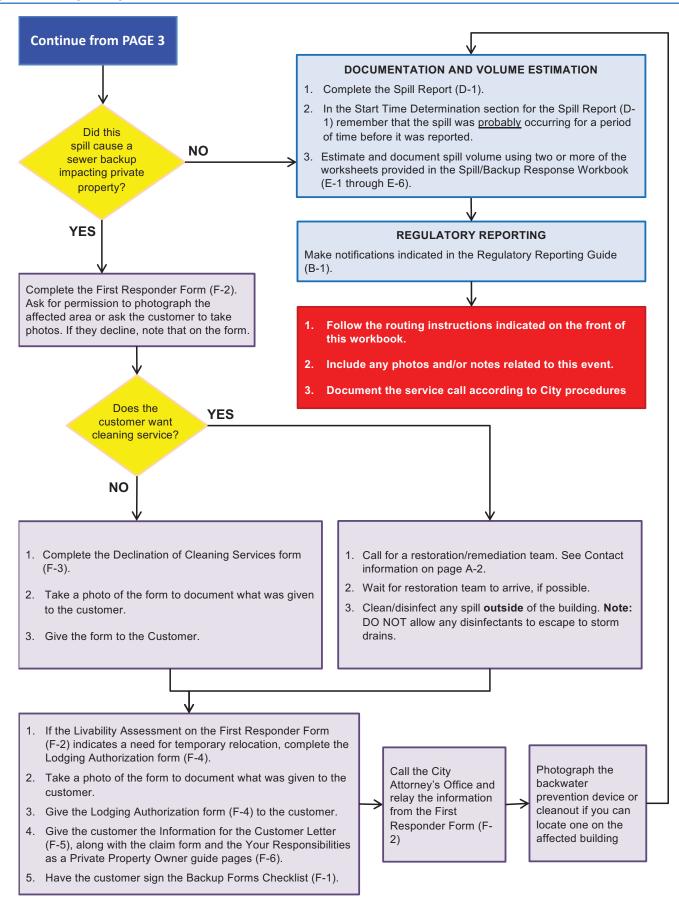
- a. As practical, plug or block drainage conveyance system entry locations or use rubber mats to cover basin inlet and divert flow to a downstream sanitary sewer manhole (barricade manhole if left open and monitor after barricade) or area suitable to capture the spill for later collection.
 - If any amount has already reached the drainage conveyance system, trace it downstream to a dry manhole and block it from entering surface waters. i.e., plugs, sandbags, or vacuum truck.
- b. If you are confident that you can capture the spill in the drainage conveyance system, trace it downstream to a dry manhole and then divert the spill to the drainage conveyance system for later recovery and return to the sanitary sewer.
- c. Use bypass pumps to pump around blockage until it can be removed.
- d. Divert to low area of ground where it can be collected later.
- 3. PHOTOGRAPH each drainage conveyance system entry location.

ADDRESS CAUSE OF SPILL/BACKUP ASAP

- 1. For spill/backups not related to a pump station, relieve the stoppage. Note the distance of the obstruction from the manhole and catch/remove debris that could cause another stoppage. After flow has returned to normal, clean the pipe thoroughly. Consider televising (CCTV) the affected line.
- 2. For pump station related spill/backups refer to that station's Emergency Response Plan.
- ${\it 3. \ Photograph\ staff\ activities\ while\ clearing\ the\ blockage.}$







INSERT TAB: Tab D: Spill Report

Check spill category (see	A-3 for definitions): $\square CA$	ATEGORY 1	CATEGORY 2	□CATEGORY 3	□CATEGORY 4
	Ca	alOES NOTIFIC	ATION*		
Date:	Time:	Control Num	ontrol Number:		
Names of the Persons	S Completing this Repo	ort	Contact	Information	
	PHYS	ICAL LOCATIO	N DETAILS		
Spill location name:					
Location description:					
Address of spill:					
City: Antioch			Cross Street	t:	
Regional Water Quality Control Board: San Francisco			County: Contra Costa		
	:	SPILL ORIGINA	TION		
Identify manhole num	ber or cleanout locatio	on of the spill a	ppearance po	pint closest to th	e failure point:
	GPS coordinates of the please appearance points,				
Latitude:		Lor	ngitude:		
	ordinates of how far the coordinates to show ex			spread is more t	han one end point,
Latitude:		Lor	ngitude:		
Latitude (if needed): Longitude (if needed):					
Latitude (if needed): Longitu			ngitude (if nee	ded):	

Within two (2) hours of the City's knowledge of a Category 1 or Category 2 spill of 1,000 gallons or greater, discharging or threatening to discharge to waters of the State, notify CalOES and obtain a notification control number.

Sanitary Sewer Spill Field Report

	SPILL DESCRIPTION	
Description of the drainage conveya	ance system transporting the spill:	□ N/A
Description of all discharge points in	nto surface water (Category 1 only):	□ N/A
Description of the extent of the spil	l and spill boundaries:	□ N/A
Where are photographs stored?		
Note, the following photos must be Appearance point closest to th Extent of the spill and spill bou Entry location of each drainage All discharge points into surfact Location(s) of clean up	e failure point ndaries e conveyance system the sewage entered	
Number of additional appearance p	oints:	
Spill appearance points: (Check all t	hat apply)	
☐ Backflow Prevention Device	☐ Force Main ☐ Gravity Mainline	
☐ Inside Building/Structure	☐ Lateral Clean Out (Private/Public)	
☐ Lower Lateral (Private/Public)	☐ Manhole ☐ Pump Station	
☐ Upper Lateral (Private/Public)	☐ Other Sewer System Structure	
Describe each spill appearance poir	nt:	

SPILL DESTINATION			
Description of the spill event de latitude/longitude coordinates		e full spread and reach of the spill. Refer to the propriate:	
Final spill destination: (Check a	ll that apply)		
☐ Building/Structure	☐ Combined Storm Drain	☐ Drainage Channel	
☐ Unpaved Surface	☐ Paved Surface	☐ Separate Storm Drain	
☐ Street/Curb and Gutter	☐ Surface Water	☐ Other (Specify Below)	
Explanation of final spill destina	ation (Enter information if "Oth	ner" was selected):	

SPILL VOLUME			
VOLUMES BY DESTINATION (A – B = C)	A. Volume Spilled (Gallons)	B. Volume Recovered (Gallons)	C. Net Volume Spilled (gallons)
Estimated spill volume that reached a Drainage Conveyance System (if volume recovered is less than volume spilled, it is a Category 1)			
Estimated spill volume discharged to surface waters (Category 1)			
Estimated total volume spilled that did not reach the drainage conveyance system or surface waters			
Column Totals:			
Method and explanation of volume est ☐ Eyeball Estimate ☐ Measured Volu ☐ Counting Upstream Connections ☐ Other (explain):	imation methods used ume □ Duration and		

DATE/TIME	DETERMINATIONS		take photos!	
		DATE	TIME	
When did the spill start? (Use Start Time Determ	ination/Notes Below)			
When was City Notified/Discovered Spill?				
When was Collection System Operator Dispat	ched?			
When Collection System Operator Arrived?				
When did the spill end?				
When was the spill response complete?				
		-	1	
	VITNESS STATEMEN			
Witness 1 Name:	Witness 1 Contact Inform	ation:		
Where did they see sewage spill from? Manhole	Inside Building Vent/Cl	ean Out Catch Basin	Wet Well/Lift Station	
Other (describe):				
	AM / PN			
When did the witness last observe NO Spill occurring? AM / PM Date /				
Did the witness notice if the spill had reached the storm drain	or surface waters?			
Comments:				
	T			
Witness 2 Name: Witness 2 Contact Information:				
Where did they see sewage spill from? Manhole	Inside Building Vent/Cl	ean Out Catch Basin	Wet Well/Lift Station	
Other (describe):				
When did the witness notice the sewage spilling?	AM / PN	И Date/	_/	
When did the witness last observe NO Spill occurring?	AM / PN	И Date/	_/	
Did the witness notice if the spill had reached the storm drain	n or surface waters?			
Comments:				
Witness 3 Name:	Witness 3 Contact Inforr	nation:		
Where did they see sewage spill from? Manhole	Inside Building Vent/Cl	ean Out Catch Basin	Wet Well/Lift Station	
Other (describe):				
When did the witness notice the sewage spilling?	AM / PN	И Date/	_/	
When did the witness last observe NO Spill occurring?	AM / PN	И Date/	_/	
Did the witness notice if the spill had reached the storm drain or surface waters?				
Comments:				

START TIME DETERMINATION NOTES		
If the volume of the spill and rate of flow are known, divide volume by rate of flow to get duration of spill event:		
Gallons ÷ GPM = Minutes Spill Volume Flow Rate Spill Duration		
Subtract the duration from the spill end date/time to establish the spill start date/time:		
Spill End Date/Time = Spill Start Time		
Solids Present? ☐ None or small amount (indicates recent start) ☐ Significant amount of buildup		
Staining? ☐ None (indicates recent start) ☐ Minor ☐ Significant		
Distance sewage has traveled from spill point:		
Method to determine flow rate:		
Other Comments Regarding Spill Start Time:		

SPILL CAUSE (check all that apply)			
☐ Air Relief Valve (ARV)/Blow Off Valve	☐ Natural Disaster		
(BOV)/Backwater Valve Failure	☐ Operator Error		
Construction Diversion Failure	☐ Pipe Structural Problem/Failure		
☐ CS Maintenance Caused Spill/Damage	☐ Pipe Structural Problem/Failure – Installation		
☐ Damage by Others Not Related to CS	☐ Pump Station Failure – Controls		
Construction/Maintenance (Specify Below)	☐ Pump Station Failure – Mechanical		
Debris from Construction	☐ Pump Station Failure – Power		
Debris from Lateral	☐ Rainfall Exceeded Design, I and I (Separate CS		
☐ Debris-General	Only)		
☐ Debris-Rags	☐ Root Intrusion		
☐ Debris Wipes/Non-Dispersible	☐ Siphon Failure		
Flow Exceeded Capacity (Separate CS Only)	☐ Surcharged Pipe		
☐ Grease Deposition (FOG)	☐ Vandalism		
☐ Inappropriate Discharge to CS Spill cause explanation: (Required if Spill Cause is "C	☐ Other (Specify Below)		

SYSTEM FAILURE LOCATION			
☐ Air Relief Valve (ARV)/Blow Off Valve (BOV) Failure ☐ Force Main ☐ Gravity Mainline ☐ Lateral: Lower (Public) ☐ Lateral: Upper (Public) ☐ Manhole Description of system failure location:	☐ Pump S ☐ Pump S ☐ Siphon	Station Failure – Controls Station Failure – Mechani Station Failure – Power Specify Below)	
Diameter of sewer pipe at the point of blockage or failure	re:		inches
Material of sewer pipe at the point of blockage or failure	e:		
Estimated age of sewer asset at the point of blockage or (if applicable):	failure		years
Description of the impact of the spill:			
Was spill associated with a storm event?		YES	NO

SPILL RESPONSE ACTIVITIES (check all that apply)				
☐ Cleaned-Up ☐ Contained All or Portion of Spill ☐ Property Owner Notified ☐ Restored Flow	☐ Returned All Spoil to S☐ Mitigated Effects of S☐ Other Enforcement A☐ Other (Specify Below)	pill gency Notified		
Explanation of spill response activities: including descent efforts:	cription of immediate spill	containment a	ind cleanup	
SPILL CORRECTIVE ACTION	ON (check all that apply)			
 □ Add location to, or increase frequency check, in Preventive Maintenance Program □ Adjusted Schedule/Method of Preventive Maintenance □ Enforcement Action Against FOG Source □ Inspected Sewer Using CCTV to Determine Cause Explanation of corrective action taken: (Required if specific program) 	☐ Other (Specify Belo ☐ Plan Rehabilitation ☐ Repaired Facilities of Created work order order Dill corrective action is "Ot	or Replacement or Replaced De r to repair in pi	efect	
Is there an ongoing investigation?		☐ YES	□ NO	
List reasons why there is an ongoing investigation:				

SURFACE WATERS (Complete for Category 1 Spills Only)			
Name and type of receiving water body(s)	 Description of the water body(s), including but Observed impacts on aquatic life, Public closure, restricted public access, and/or posted health warnings due to sclosing/restricting use of water body, and Number of days closed/restricted as a result of the control of t	temporary rest spill, responsibl nd	tricted use, le entity for
MUNICIPAL INTAKE (Complete for Category 1 and 2 Spills Only)			
Was the spill located within 1,0	00 feet of a municipal surface water intake?	☐ YES	□ NO
Describe:			

WATER SAMPLING			
Were water samples taken?	☐ YES	□ NO	□ N/A
Sample locations:			
Water quality samples analyzed for: (C	heck all that apply)		
☐ Total Coliform Bacteria☐ Fecal coliform bacteria			
☐ E-coli			
☐ Ammonia			
Other (Specify Below)			
List other water quality sample analyse	es as applicable:		

INSERT TAB: Tab E: Volume Estimation

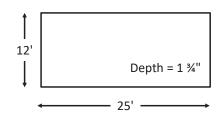
Miscellaneous Computations & Examples

To convert inches to feet	Divide the inches by 12 or use the chart on the right.	
(NOTE: for the purposes of this worksheet, the unit of	Example 1: 27" ÷ 12 = 2.25'	
measurement will be in	Example 2: 1¾" = ?'	
feet for formula examples)	1" (0.08') + ¾" (0.06') = 0.14'	
Volume of one cubic foot	7.48 gallons of liquid	
Area:	Square/rectangle: Area = Length x Width	
Two-dimensional measurement represented	Circle: Area = π x r ² (where $\pi \approx 3.14$ and r = radius = ½ diameter)	
in square feet (SQ/FT or ft ²)	Triangle: Area = ½ (Base x Height)	
Volume:	Rectangle/square footprint: Volume = Length x Width x Depth	
Three-dimensional measurement represented	Circle footprint (cylinder): Volume = $\pi \times r^2 \times Depth$ (where $\pi \approx 3.14$ and $r = radius = \frac{1}{2}$ diameter)	
in cubic feet (CU/FT or ft ³)	Triangle footprint: Volume = ½ (Base x Height) x Depth	
Depth: Wet Stain on Concrete or	If the depth is not measurable because it is only a wet stain, use the following estimated depths:	
asphalt surface	 Depth of a wet stain on concrete surface: 0.0026' (1/32") Depth of a wet stain on asphalt surface: 0.0013' (1/64") 	
	These were determined to be a reasonable depth to use on the respective surfaces through a process of trial and error. One gallon of water was poured onto both asphalt and concrete surfaces. Once the area was determined as accurately as possible, different depths were used to determine the volume of the wetted footprint until the formula produced a result that (closely) matched the one gallon spilled. This process was repeated several times.	
Depth:	Measure actual depth of standing sewage whenever	
Contained or "Ponded" sewage	possible. When depth varies, measure several representative sample points and determine the average. Use that number in your formula to determine volume.	

Miscellaneous Computations & Examples (continued)

Area/Volume of a Rectangle or Square

Formula: Length x Width x Depth = Volume in **cubic feet**



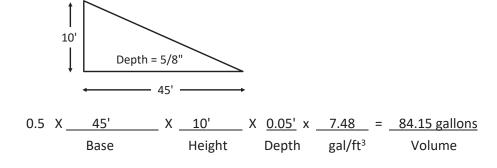
Multiply the volume by 7.48 gallons to determine the volume in gallons:

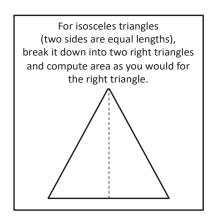
$$42 \text{ ft}^3$$
. X $7.48 = 314.16 \text{ gallons}$
Volume $31/6$ Volume

Convert Inches to Feet		
Inches	Feet	
1/8"	0.01'	
1/4"	0.02'	
3/8"	0.03'	
1/2"	0.04'	
5/8"	0.05'	
3/4"	0.06'	
7/8"	0.07'	
1"	0.08'	
2"	0.17'	
3"	0.25'	
4"	0.33'	
5"	0.42'	
6"	0.50'	
7"	0.58'	
8"	0.67'	
9"	0.75'	
10"	0.83'	
11"	0.92'	
12"	1.00'	

Area/Volume of a Right Triangle

Formula: Base x Height x Depth = Volume in **cubic feet**





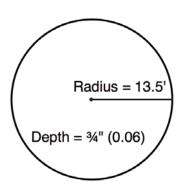
Area/Volume of a Circle

Formula: $\pi \times r^2 \times Depth = Volume in cubic feet$

The radius is ½ the diameter, which is a straight line passing from side to side through the center of a circle.

$$13.5'$$
 X $13.5'$ X 3.14 X $0.06'$ x 7.48 = 256.8 gallons

Radius Radius π Depth gal/ft³ Volume



Volume Estimation: Eyeball Estimation Method (for ≤100 gallons)

Spill Date										
This method	is invalid if surface conditions are we	t (due to rainfall, irrigation, etc.)	DO NOT use this met	thod under these circumstances.						
STEP 1:	Position yourself so that you have a vantage point where you can see the entire spill.									
STEP 2:	Imagine one or more buckets or barrels of water tipped over. Depending on the size of the spill, select a bucket or barrel size as a frame of reference. It may be necessary to use more than one bucket/barrel size.									
STEP 3:	Estimate how many of each si numbers in Column A of the r as a frame of reference.			n equivalent spill. Enter those he bucket/barrel sizes you are usin						
STEP 4:	Multiply the number in Colum	nn A by the multiplier in Co	lumn B. Enter th	e result in Column C.						
		Α	В	С						
	Size of bucket(s)/barrel(s)	How many of this size?	Multiplier	Estimated Spill Volume						
			x 1 gallon							
			x 5 gallons							
			x 32 gallons							
			x 55 gallons							
	x gallons									
	Estimated Total Spill Volume:									

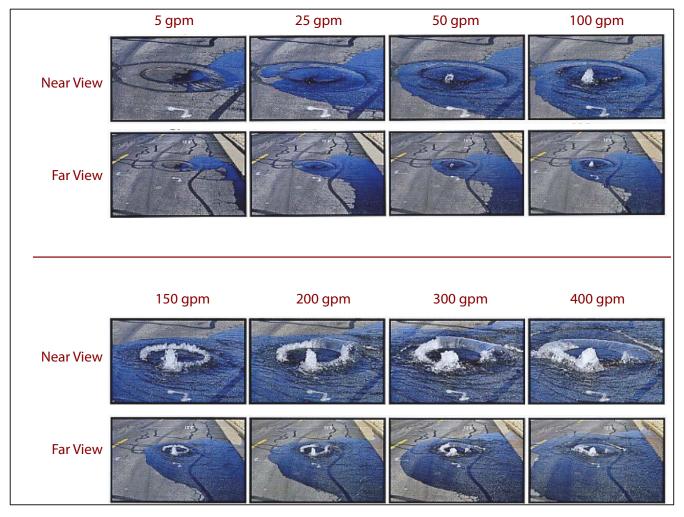
STEP 5: List assumptions made to arrive at the total estimated spill volume:

STEP 6: Take photographs. Where are photographs stored?

The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

Spill Date:	Location:

Compare the spill to reference images below to estimate flow rate of the current spill. **NOTE: If the manhole cover in your picture has vent holes or more than one pry hole, do not use these pictures for comparison.**



SSCSC Manhole Spill Gauge: CWEA Southern Section Collections Systems Committee. Spill Simulation courtesy of Eastern Municipal Water District.

Describe which reference photo(s) were used and any additional factors that influenced applying the reference photo data to the actual spill:

Flow Rate Based on Photo Comparison: _____ gallons per minute (gpm)

(Continued on next page)

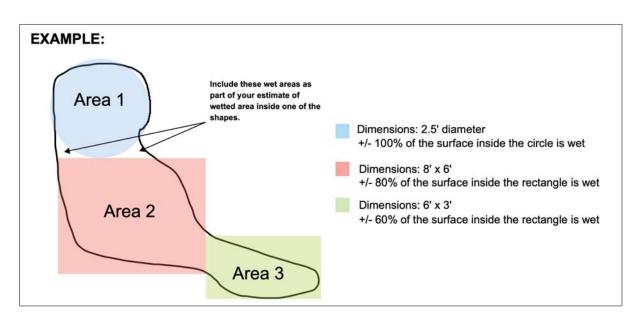
Start Date and Time	1.
End Date and Time	2.
Spill Event Total Time Elapsed	3.
(subtract Line 1 from Line 2. Show in minutes.)	
Average Flow Rate GPM	4.
(Account for diurnal flow pattern)	
Total Volume Estimated Using Duration and	5.
Flow Method (Line 3 x Line 4)	

List assumptions made to arrive at the total estimated spill volume:

Take photographs. Where are photographs stored?

The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

Spill Da	te: Location:
STEP 1:	Describe spill area surface: Asphalt Concrete Dirt Landscape Inside Building
	Other:
STEP 2:	Draw/sketch the outline (footprint) of the spill. Then break the footprint down into recognizable shapes. Label/identify each sketch outline area (Area 1, Area 2, etc.) See example below.



STEP 3: Calculate the area of the footprint by completing the table below for each area in Step 2. Measure actual depth of standing sewage whenever possible. When depth varies, measure several representative sample points and determine the average. If the depth is not measurable because it is only a wet stain, use the following estimated depths: Depth of a wet stain on concrete surface: 0.0026' (1/32")

Depth of a wet stain on asphalt surface: 0.0013' (1/64")

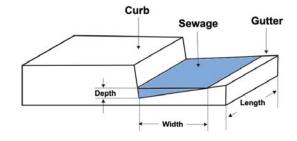
Rectangles:

Area # (from labeled drawing)		Length	х	Width	х	% Wet	II	Area	х	Depth	=	Volume
	\rightarrow	ft	Χ	ft	Х	%	Ш	ft²	Х	ft	=	ft³
	\rightarrow	ft	Х	ft	Х	%	=	ft²	Х	ft	=	ft³
	\rightarrow	ft	Х	ft	Х	%	=	ft²	Х	ft	=	ft³

Circles:

Area # (from labeled drawing)		π	х	Radius	x	Radius	x	% Wet	Ш	Area	х	Depth	II	Volume
	\rightarrow	3.14	Х	ft	Χ	ft	Χ	%	II	ft²	Х	ft	Ш	ft³
	\rightarrow	3.14	Х	ft	Х	ft	Х	%	Ш	ft ²	Х	ft	11	ft³
	\rightarrow	3.14	Х	ft	Х	ft	Х	%	=	ft ²	Х	ft	=	ft³

STEP 4: If part of the spill is in a gutter, use the formula below to calculate the volume:



STEP 6: Convert from cubic feet to gallons by multiplying by 7.48.

_____ft³ x 7.48 gallons = _____ gallons

spill volume in cubic feet Total estimated volume

STEP 7: List assumptions made to arrive at the total estimated spill volume. Adjust estimation up for moderate to severe cracking and/or roughness of surface (General Rule 20% to 40%):

STEP 8: Take photographs. Where are photographs stored?

The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

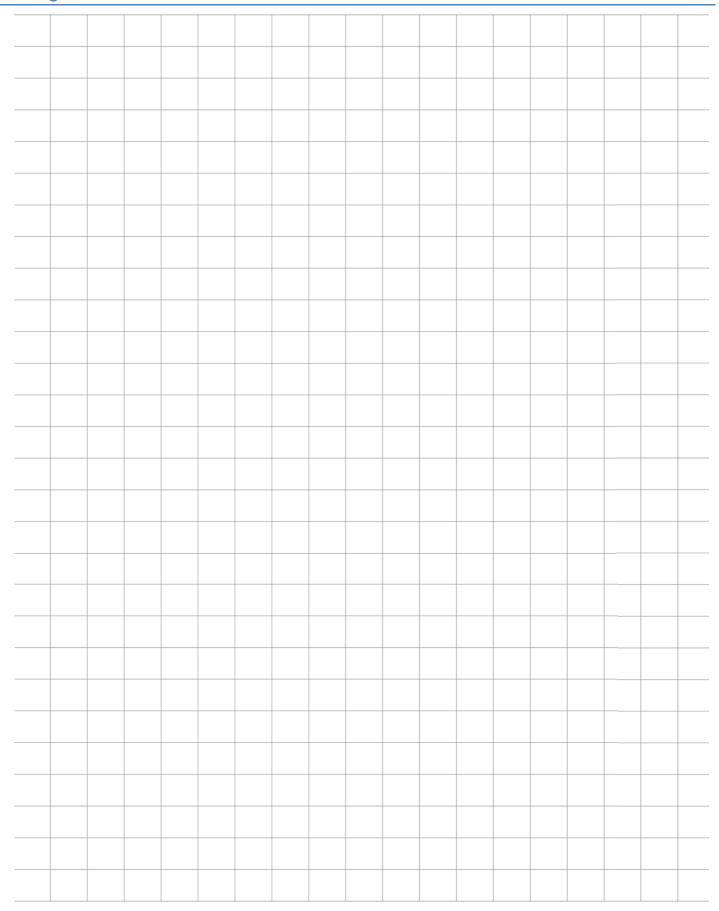
Volume Estimation: Upstream Connections Method

Spill Date:			Loc	ation:									
Attach and	or reference sys	stem map ar	d identify lo	ocation of spi	ll and buildings	contributing to spi	II.						
STEP 1:	Determine the number of Equivalent Dwelling Units (EDUs) for this spill: EDUs NOTE: A single-family residential home = 1 EDU. For commercial buildings, refer to agency documentation.												
STEP 2: This volume estimation method utilizes daily usage data based on flow rate studies of several in California. Column A shows how an average daily usage of 180 gallons per day is distributed 6-hour period. Adjust the table as necessary to accurately represent the actual data.													
	Complete Column E by entering the number of minutes the spill was active during each 6-hour time period. Multiply column D times Column E to calculate the gallons spilled during each time period. Add the numbers in Column F together for the Total Estimated spill Volume per EDU.												
			Flow Ra	ate Per EDU		S	pill						
		Α	В	С	D	E	F						
	Time Period	Gallons per Period	Hours per period	A÷B = Gallons per Hour	C÷60 = Gallons per Minute	Minutes spill was active during period	D × E = Gallons spilled per period						
	6am-noon	72	6	12	0.20								
	noon-6pm	36	6	6	0.10								
	6pm-midnight	54	6	9	0.15								
	midnight-6am	18	6	3	0.05								
				Total E	stimated Spill	Volume per EDU:							
STEP 3:		gallons X		=	ep 2 by the nur	mber of EDUs from gallons I Volume	Step 1.						
STEP 4:	Adjust spill volume as necessary considering other factors, such as activity that would cause a fluctuating flow rate (doing laundry, taking showers, etc.). Explain rationale below and indicate adjusted spill estimate (attach a separate page if necessary).												
	Total Estimated	l spill Volum	e:		gallons	i							
STEP 7: L	ist assumptions	made to arri	ve at the to	tal estimated	spill volume:								

STEP 8: Take photographs. Where are photographs stored?

The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

Drawing Worksheet



INSERT TAB:
Tab F: Backup Forms

Complete this form only if there is a backup into a residence or business.

Instructions to Collections Crew:

- 1. Take photo of each form before giving it to the customer for documentation.
- 2. Tear forms listed below out of this workbook and hand to customer. Leave this page (F-1) and the First Responder Form (F-2) in this workbook, do not give to Customer.
- 3. Check each item that was provided to the customer.
- 4. Have customer sign below.

Forms/Documents	<u>s</u> :	Formularios / Documentos:
☐ Form F-3: De	eclination of Cleaning Services	☐ F-3: Declinación de los Servicios de Limpieza
	dging Authorization	☐ F-4: Autorización de Alojamiento
	stomer Information Letter	☐ F-5: Carta de Información del Cliente
	our Responsibilities as a Private operty Owner	☐ F-6: Sus Responsabilidades Como Propietario de Una Propiedad Privad
☐ Form F-7: Cla	• •	☐ F-7: Formulario de Reclamación
Forms Provided to	:	Formularios Proporcionados a:
Customer Name		Nombre del cliente
Customer Signature	<u> </u>	Firma del cliente
Date		Fecha
Check here if custo	omer declines to sign:	Marque aquí si el cliente se niega a firmar: □
Forms Provided by:	Employee Name	
	_F .0,00	
	Send photos, including the photos of	tion Systems Supervisor: f the documents given to the customer, er form to the City Attorney's Office.

Complete this form only if there is a backup into a residence or business.

Fill out this form as completely as possible. Ask customer if you may enter the home. If so, take photos of all damaged and undamaged areas.

PERSON COMPLETING THIS FORM:			PHONE:			
Name:		DATE:				
Title:		TIME:				
TIME STAFF ARRIVED ON-SITE:			1			
DOES THE CUSTOMER WANT THE City TO CALL FOR CLI If no, give the customer the Cleaning Declination Form If customer called a cleaning contractor, provide name	and h	nave them sign here:				
RESIDENT NAME:		IF RENT,				
☐ Owner		PROPERTY MANAGER(S):				
☐ Renter		OWNER:				
ADDRESS:		ADDRESS:				
PHONE:		PHONE:				
# OF PEOPLE LIVING AT RESIDENCE:						
Approximate Age of Home:	# of E	Bathrooms:	# of Rooms Affected:			
Numbers of Photographs or Videos Taken: ☐ Photographs ☐ Video ☐ Customer did not provide or allow photographs	S	Where are photos/video sto	red?			
Is nearest upstream manhole visibly higher than the dr	rain/fix	xture that spilled? Yes	No			
Does property have a Property Line Cleanout or BPD?	eanout BPD Neither	Unknown				
If yes, was the Property Line Cleanout/BPD operationa	e time of the spill?	☐ Yes ☐ No ☐ Unknown				
Have there ever been any previous spills at this locatio	n?		☐ Yes ☐ No ☐ Unknown			
Has the resident had any plumbing work done recently If YES, please describe:	ı?		☐ Yes ☐ No ☐ Unknown			

					NT

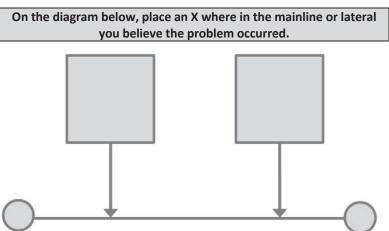
Is there <u>insufficient</u> non-contaminated living space for residents to stay during cleaning including a functioning and non-contaminated bathroom? ☐ Yes ☐ No
Are there any residents that are pregnant, are children, have severe allergies/asthma, have respiratory problems, and/or have a compromised immune system? ☐ Yes ☐ No
Is the area a childcare or extended care facility? ☐ Yes ☐ No
Is the food preparation area contaminated? ☐ Yes ☐ No
Is it currently after 8pm, or if it is currently before 8pm will the cleaning and disinfection be completed after 10pm? ☐ Yes ☐ No

If the answer to any of the questions above is YES, complete the Lodging Authorization form.

If temporary lodging was offered by the City check one: ☐ Accepted ☐ Rejected

SANITARY SEWER LINE BLOCKAGE LOCATION

	CK THE BOXES THAT UR OBSERVATIONS:	
Building Cleanout Was: Non-Existent Full Empty	Property Line Cleanout was Non-Existent Full Empty	



Did sewage go under buildings? ☐ Yes ☐ No ☐ Unsure

Recommended Follow-Up Action(s):

Declination of Cleaning Services (Backup Only)

Customer Information								
NAME:			ADDRESS:			TELEPHONE:		
ON	AT	Approximately	GALLONS OF:					
(date)	(time)	(quantity)		☐ Grey Water	☐ Toilet Bowl Water	☐ Odor		
			☐ Other (describe):				
Spilled from	n (or odor en	nanating from)	•	The spill affect	ted the following areas (check one):		
☐ Toilet	☐ Shower/Ti	ub 🛮 Washer	☐ Other (describe):	☐ Bathroom	☐ Bedroom ☐ Hal	lway □ Garage		
				☐ Kitchen	☐ Crawlspace ☐ Othe	er (specify):		
The spill af	fected the fo	llowing flooring	: and/or	additional mate	rials:			
☐ Tile		☐ Wood Floo	•	_	☐ Towels			
Linol		☐ Carpet	☐ Cloth	ning	☐ Other (specify):			
	r (specify):	. Namo:			Data			
	Completed By te legibly)	y: Name: Title:			Date: Time:			
(۷۷11	te legibly)	Title.			Tille.			
provide pr above and necessary responsibi responsibi as a Private CLIENTE, p ha ofrecide residuales debido a q ciudad, y q por ciudad habitual y	CUSTOMER, please read the following and sign below. I/We acknowledge that City of Antioch (City) has offered to provide professional cleaning and decontamination services to remediate the sewage backup and/or spill described above and that we declined the offer. We further understand and acknowledge that because we have declined, any necessary remediation activities will be conducted without City assistance, and that the City will not accept responsibility for work performed by persons other than those engaged by the City. The City will also not accept responsibility for any charges related to this incident that are not usual and customary. Refer to "Your Responsibilities as a Private Property Owner" (Page F-6) for recommendations regarding spill cleanup. CLIENTE, por favor lea lo siguiente y firme a continuación. Yo/Nosotros reconocemos que City of Antioch (ciudad) se ha ofrecido a proporcionar servicios profesionales de limpieza y descontaminación para remediar la reserva de aguas residuales y/o derrame descrita anteriormente y que rechazamos la oferta. Además, entendemos y reconocemos que debido a que hemos rechazado, cualquier actividad de remediación necesaria se llevará a cabo sin la asistencia de ciudad, y que ciudad no aceptará responsabilidad por el trabajo realizado por personas que no sean las contratadas por ciudad. La ciudad tampoco aceptará responsabilidad por ningún cargo relacionado con este incidente que no sea habitual y habitual. Consulte "Sus Responsabilidades Como Propietario De Una Propiedad Privada" (Página F-6) para obtener recomendaciones sobre la limpieza de derrames.							
Customer	Signature / Fi	rma del cliente	*.		Date:			
	ation above v				Title:			
	o the custom ng employee:	Nonati	ure:		Date:			
*Note to re.	sponders: if c	ustomer declines	s to sign this form, then	have a co-worke	er sign here as a witness:			
Name:			Sianature:			Date:		

INSTRUCTIONS TO EMPLOYEE:

- 1. Complete this form if the Livability Assessment on the First Responder Form indicates a need for temporary relocation and the customer accepts the offer.
- 2. Notify the Collection Systems Supervisor who will make arrangements via telephone and pay for the hotel with a credit card.
- 3. Complete the voucher as instructed by the Collection Systems Supervisor.
- 4. Take a photo of the form for records and then give it to the customer.
- 5. Indicate if they accept or reject the offer of temporary relocation on the First Responder Form (F-2).

INSTRUCTIONS TO RESIDENT:

City of Antioch recommends that you temporarily relocate to one of the hotels listed below for your safety and convenience while your residence is being cleaned. Please note that this emergency authorization is granted under the following conditions:

- 1. This authorization provides for one (1) night's lodging at one of the hotels listed below.
- 2. The authorization is good for **room and tax ONLY**. Phone, food, mini-bar and other incidental charges will be your responsibility.
- 3. Additional nights and/or other allowances/incidentals may be discussed by contacting the Collection Systems Supervisor at (209) 479-2858.

INSTRUCCIONES PARA EL RESIDENTE:

City of Antioch recomienda que se traslade temporalmente a uno de los hoteles enumerados a continuación por su seguridad y comodidad mientras se limpia su residencia. Tenga en cuenta que esta autorización de emergencia se concede bajo las siguientes condiciones:

- 1. Esta autorización prevé una (1) noche de alojamiento en uno de los hoteles que se enumeran a continuación.
- 2. La autorización es válida para habitación e impuestos SOLAMENTE. Teléfono, comida, minibar y otros cargos incidentales serán su responsabilidad.
- 3. Las noches adicionales y / u otras asignaciones / imprevistos pueden discutirse comunicándose con el Collection Systems Supervisor al (209) 479-2858.

VOUCHER							
Good for one (1) night's stay on (date): _		Number of Affected Residents:					
Customer's Name:							
Field Supervisor's Name:		Phone Number:					
Comfort Suites – Antioch/Oakley		Ramada Inn – Antioch					
5949 Bridgehead Road	Holiday Inn – Concord	2436 Mahogany Way					
Oakley, CA 94561	1050 Burnett Avenue	Antioch, CA 94509					
925-755-1222	Concord, CA 94520	925-754-6600					
Extended Stay America–Pleasant Hill 3320 Buskirk Avenue	925-687-5501	Holiday Inn Express – Brentwood 8820 Brentwood Blvd					
Pleasant Hill, CA 94523		Brentwood, CA 94513					
025-045-6788		925-634-6400					

Dear Property Owner:

We recognize that sewer backup incidents can be stressful and require immediate response while all facts concerning how an incident occurred are still unknown. Rest assured that we do all we can to prevent this type of event from occurring in the first place. Nevertheless, occasionally tree roots or other debris in the sewer lines causes a backup into homes immediately upstream of the blockage. At this time the City is investigating the cause of this incident.

If the City is found to be responsible for the incident, we are committed to cleaning and restoring your property, and to protecting the health of those affected during the remediation process.

The cleaning contractor provided by the City has been selected because of their adherence to established protocols that are designed to assure to all parties thorough, cost-effective and expeditious cleaning services. You also have the right to select your own cleaning contractor, but the City does not guarantee payment of fees/expenses incurred and reserves the right to dispute fees/expenses deemed not usual and customary.

Depending on the extent of the backup our Collections Crew may advise you to consider relocating temporarily while the living area is cleaned. In that case, the City will arrange for lodging for you for one night. Please see the Lodging Authorization form for details.

To discuss this matter, contact the Collection Systems Superintendent at (925) 779-6962. To submit a claim for damages contact the City Attorney's Office at (925) 779-7015.

Sincerely, The City of Antioch

Estimado Propietario:

Reconocemos que los incidentes de la red de alcantarillado pueden ser estresantes y requieren una respuesta inmediata, mientras que todos los hechos relacionados con la forma en que ocurrió el incidente aún son desconocidos. Tenga la seguridad de que haremos todo lo posible para evitar que este tipo de evento ocurra en primer lugar. Sin embargo, ocasionalmente las raíces de los árboles u otros residuos en las líneas de alcantarillado causan una copia de seguridad en los hogares inmediatamente antes del bloqueo. En este momento el ciudad está investigando la causa de este incidente.

Si se determina que el ciudad es responsable del incidente, nos comprometemos a limpiar y restaurar su propiedad, ya proteger la salud de las personas afectadas durante el proceso de remediación.

El contratista de limpieza proporcionado por el Distrito ha sido seleccionado debido a su adhesión a los protocolos establecidos que están diseñados para garantizar a todas las partes servicios de limpieza exhaustivos, rentables y rápidos. También tiene derecho a seleccionar su propio contratista de limpieza, pero el ciudad no garantiza el pago de los honorarios / gastos incurridos y se reserva el derecho de disputar los honorarios / gastos que se consideren no habituales y habituales.

Dependiendo de la extensión de la copia de seguridad, nuestro Collections Crew puede aconsejarle que considere reubicarse temporalmente mientras se limpia la sala de estar. En ese caso, el City organizará el alojamiento para usted por una noche. Consulte el formulario de autorización de alojamiento para obtener más detalles.

Para discutir este asunto, comuníquese con el Collection Systems Superintendent at (925) 779-6962. Para presentar un reclamo por daños comuníquese con la City Attorney's Office at (925) 779-7015.

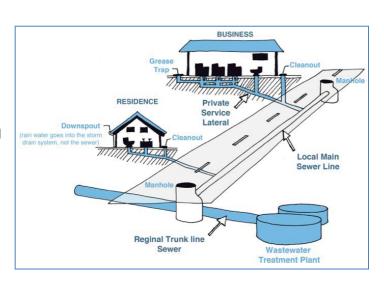
Sinceramente, The City of Antioch

How a Sewer System Works

A property owner's sewer pipes are called *service laterals* and are connected to larger local main and regional trunk lines. Service laterals run from the connection at the home to the connection with the public sewer. Depending on your location, a portion of the lateral is the responsibility of the property owner and must be maintained by the property owner.

How do sewage spills happen?

Sewage spills occur when the wastewater in underground pipes spills through a manhole, cleanout, or broken pipe. Most spills are relatively small and can be stopped and cleaned up quickly, but left unattended they can cause health hazards, damage to homes and businesses, and threaten the environment, local waterways, and beaches. Common causes of sewage spills include grease build-up, tree roots, broken/cracked pipes, missing or broken cleanout caps, undersized sewers, and groundwater/rainwater entering the sewer system through pipe defects and illegal connections.



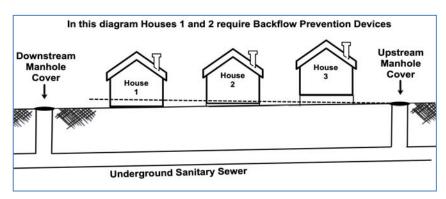
Prevent most sewage backups with a Backflow Prevention Device

This type of device can help prevent sewage backups into homes and businesses. If you don't already have a Backflow Prevention Device, contact a professional plumber or contractor to install one as soon as possible.

Is my home required to have a backflow prevention device?

Section 710.1 of the Uniform Plumbing Code (U.P.C.) states: "Drainage piping serving fixtures which have flood level rims located below the elevation of the next upstream manhole cover or private sewer serving such drainage piping <u>shall</u> be protected from backflow of sewage by installing an approved type of backwater valve." The intent of Section 710.1 is to protect the building interior from mainline sewer spills or surcharges.

Additionally, U.P.C. 710.6 states: "Backwater valves <u>shall</u> be located where they will be accessible for inspection and repair at all times and, unless continuously exposed, shall be enclosed in a masonry pit fitted with an adequately sized removable cover."



Spill cleanup inside the home:

For large clean ups, a professional cleaning firm should be contacted to clean up impacted areas. If you hire a contractor, it is recommended to get estimates from more than one company. Sometimes, homeowner's insurance will pay for the necessary cleaning due to sewer backups. Not all policies have this coverage, so check with your agent.

If you decide to clean up a small spill inside your home, protect yourself from contamination by observing the following safety measures. Those persons whose resistance to infection is compromised should not attempt this type of clean up.

Other Tips:

- Keep children and pets out of the affected area.
- Turn off heating/air conditioning systems
- Wear rubber boots, rubber gloves, and goggles during cleanup.
- Discard items that cannot be washed and disinfected (such as: mattresses, rugs, cosmetics, toys, etc.)
- cleanup process.
- Remove and discard drywall and insulation that has been contaminated with sewage or flood waters.
- Thoroughly clean all hard surfaces (such as flooring, concrete, molding, wood and metal furniture, countertops, appliances, sinks and other plumbing fixtures) with hot water and laundry or dish detergent.
- Help the drying process with fans, air conditioning units, and dehumidifiers.
- After completing cleanup, wash your hands with soap and water. Use water that has been boiled for 1 minute (allow the water to cool before washing your hands) OR use water that has been disinfected (solution of 1/8 teaspoon of household bleach per 1 gallon of water). Let it stand for 30 min. If water is cloudy, use ¼ teaspoon of household bleach per 1 gallon of water.
- Wash clothes worn during cleanup in hot water & detergent (wash apart from uncontaminated clothes).
- Wash clothes contaminated with sewage in hot water and detergent. Consider using a Laundromat until your onsite wastewater system has been professionally inspected and serviced.

Spill cleanup outside the home:

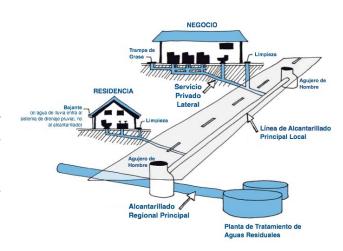
- Keep children and pets out of the affected area until cleanup has been completed.
- Wear rubber boots, rubber gloves, and goggles during cleanup of affected area.
- Clean up sewage solids (fecal material) and place in properly functioning toilet or double bag and place in garbage container.
- On hard surfaces areas such as asphalt or concrete, it is safe to use a 2% bleach solution, or ½ cup of bleach to 5 gallons of water, but don't allow it to reach a storm drain as the bleach can harm the environment.
- After cleanup, wash hands with soap and water. Use water that has been boiled for 1 minute (allow to cool before washing your hands) OR use water that has been disinfected (solution of 1/8 teaspoon of household bleach per 1 gallon of water). Let it stand for 30 min. If water is cloudy, use ¼ teaspoon of household bleach per 1 gallon of water.
- Wash clothes worn during cleanup in hot water and detergent (wash apart from uncontaminated clothes).
- Wash clothes contaminated with sewage in hot water and detergent. Consider using a laundromat until your onsite wastewater system has been professionally inspected and serviced.

Cómo funciona un sistema de alcantarillado

Las tuberías de alcantarillado de un propietario se denominan servicios laterales y están conectadas a líneas troncales principales y regionales locales más grandes. Los servicios laterales se ejecutan desde la conexión en el hogar hasta la conexión con el sistema de alcantarillado del Distrito. Estos laterales son responsabilidad del propietario y deben ser mantenidos por el propietario.

¿Cómo ocurren los derrames de aguas residuales?

Los derrames de aguas residuales ocurren cuando las aguas residuales en las tuberías subterráneas se desbordan a través de un pozo de acceso, limpieza o tubería rota. La mayoría de los derrames son relativamente pequeños y se pueden detener y limpiar rápidamente, pero si se los deja desatendidos, pueden causar riesgos para la salud, dañar viviendas y negocios y amenazar el medio ambiente, las vías fluviales locales y las playas. Las causas comunes de derrames de aguas residuales incluyen acumulación de grasa, raíces de árboles, tuberías rotas / agrietadas, tapas de limpieza faltantes o rotas, alcantarillas de tamaño insuficiente y aguas subterráneas / pluviales que ingresan al sistema de alcantarillado a través de defectos en las tuberías y conexiones ilegales.



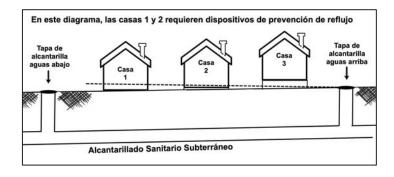
Prevenga la mayoría de las copias de seguridad de aguas residuales con un dispositivo de prevención de reflujo

Este tipo de dispositivo puede ayudar a prevenir las copias de seguridad de aguas residuales en hogares y empresas. Si aún no tiene un dispositivo de prevención de reflujo, comuníquese con un plomero o contratista profesional para instalar uno lo antes posible.

¿Se requiere que mi hogar tenga un dispositivo de prevención de reflujo?

La Sección 710.1 del Código Uniforme de Plomería (UPC) establece: "Los accesorios de tuberías de drenaje que tienen llantas de nivel de inundación ubicadas debajo de la elevación de la siguiente boca de alcantarilla corriente arriba o la alcantarilla privada que atiende dicha tubería de drenaje deben protegerse contra el reflujo de aguas residuales al instalar un tipo de válvula de evacuación ". La intención de la Sección 710.1 es proteger el interior del edificio de los desagües o sobrecargas de alcantarillado de la línea principal.

Adicionalmente, U.P.C. 710.6 dice: Las válvulas de aguas residuales deben ubicarse donde puedan ser inspeccionadas y reparadas en todo momento y, a menos que estén continuamente expuestas, deben estar encerradas en un pozo de mampostería equipado con una cubierta removible del tamaño adecuado.



Limpieza de derrames dentro de la casa:

Para grandes limpiezas, se debe contactar a una empresa de limpieza profesional para limpiar las áreas afectadas. Si contrata a un contratista, se recomienda obtener estimaciones de más de una compañía. A veces, el seguro del propietario de vivienda pagará la limpieza necesaria debido a las reservas de alcantarillado. No todas las pólizas tienen esta cobertura, así que consulte con su agente.

Si decide limpiar un pequeño derrame dentro de su casa, protéjase de la contaminación observando las siguientes medidas de seguridad. Aquellas personas cuya resistencia a la infección esté comprometida no deben intentar este tipo de limpieza.

Otros consejos:

- o Mantenga a los niños y mascotas fuera del área afectada.
- o Apague los sistemas de calefacción / aire acondicionado
- o Use botas de goma, guantes de goma y gafas durante la limpieza.
- Deseche los artículos que no se puedan lavar y desinfectar (como: colchones, alfombras, cosméticos, juguetes, etc.)
- o Retire y deseche los paneles de yeso y el aislamiento contaminado con aguas residuales o aguas de inundación.
- Limpie a fondo todas las superficies duras (como pisos, concreto, molduras, muebles de madera y metal, mostradores, electrodomésticos, fregaderos y otros accesorios de plomería) con agua caliente y ropa o detergente para platos.
- o Ayude al proceso de secado con ventiladores, unidades de aire acondicionado y deshumidificadores.
- o Después de completar la limpieza, lávese las manos con agua y jabón. Use agua que haya sido hervida por 1 minuto (deje que el agua se enfríe antes de lavarse las manos) O use agua que haya sido desinfectada (solución de 1/8 cucharadita de lejía doméstica por 1 galón de agua). Dejar reposar durante 30 min. Si el agua está turbia, use ¼ cucharadita de lejía de uso doméstico por 1 galón de agua.
- o Lave la ropa usada durante la limpieza con agua caliente y detergente (lave aparte de la ropa no contaminada).
- Lavar la ropa contaminada con aguas residuales en agua caliente y detergente. Considere usar una lavandería hasta que su sistema de aguas residuales en el sitio haya sido inspeccionado y reparado profesionalmente.

Limpieza de derrames fuera de la casa:

- o Mantenga a los niños y las mascotas fuera del área afectada hasta que se haya completado la limpieza.
- o Use botas de goma, guantes de goma y gafas protectoras durante la limpieza del área afectada.
- o Limpie los sólidos de alcantarillado (material fecal) y colóquelos en un inodoro o bolsa doble que funcione correctamente y colóquelos en un contenedor de basura.
- En áreas de superficies duras como el asfalto o el concreto, es seguro usar una solución de lejía al 2%, o ½
 taza de lejía a 5 galones de agua, pero no permita que llegue a un drenaje de tormenta ya que la lejía puede
 dañar la ambiente.
- o Después de la limpieza, lávese las manos con agua y jabón. Use agua que haya sido hervida por 1 minuto (deje enfriar antes de lavarse las manos) O use agua que haya sido desinfectada (solución de 1/8 cucharadita de cloro por 1 galón de agua). Dejar reposar durante 30 min. Si el agua está turbia, use ¼ cucharadita de lejía de uso doméstico por 1 galón de agua.
- o Lave la ropa usada durante la limpieza con agua caliente y detergente (lave aparte de la ropa no contaminada).
- Lavar la ropa contaminada con aguas residuales en agua caliente y detergente. Considere usar una lavandería hasta que su sistema de aguas residuales en el sitio haya sido inspeccionado y reparado profesionalmente.

CLAIM PRESENTED TO THE CITY OF ANTIOCH

Please read the instructions on the back before completing.			FORM 4.1	
1. Claimant's Name: (Please Print)			Reserved for Filing Stamp	
G1 :				
Claimant's Address:				
City, State, Zip:				
	_			
Day Phone: ()	Eve:	:()		City Claim No.:
2. When did the damage Month:	or injury occur? Day:	Year:	Time:	Police Report No.: a.m. or p.m.
Wionin.	Day.	r car.	Time.	a.m. or p.m.
3. At which location did	the damage or injury	occur?		
4. a. What happened and	why is the City response	onsible?		
a. mar nappened and	o willy is the easy respec			
b. Name and position	of responsible City E	Employee(s), if kno	own:	
1	1 ,	1 3 ()		
5 W 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	10			
5. What damage or injury	y occurred?			
6. Claim amount (only if	less than \$10,000):			
If the amount exceeds		the court for appro	opriate jurisdiction	1:
Municipal Cour	t (claims up to \$25,00	00) Super	ior Court (claims	over \$25,000)
7. How did you arrive at	the amount claimed?	Dlanca attach door	ımentation	
7. How aid you arrive at	the amount claimed:	r lease attach doct	illicitation.	
8. I declare under penalty	y of perjury under the	laws of the State o	of California that th	ne following information is true and correct, and that
this declaration was ex	ecuted on	, 20, at		CA.
Signature of Cla	imant or Representati			
9. Official Notices and C		ive		
If represented by an insurance company or an attorney, please provide the information requested below:				
y - x				
Name and Capacity:(pa	lease print)			
A 44				
Address:				
City, State, Zip:				
,,, p.				
Daytime Phone:		Ev	rening:	

PRESENTING A CLAIM TO THE CITY OF ANTIOCH

- ⇒ PLEASE TYPE OR PRINT CLEARLY ALL OF THE INFORMATION REQUESTED ON THE CLAIM FORM.
- ⇒ YOU MUST COMPLETE EACH SECTION OR YOUR CLAIM MAY BE RETURNED TO YOU AS INSUFFICIENT.
- ⇒ THE FOLLOWING PROVIDES SPECIFIC INSTRUCTIONS FOR COMPLETING EACH SECTION OF THE CLAIM FORM.
 - 1. NAME AND MAILING ADDRESS OF CLAIMANT State the full name and mailing address of the person(s) claiming damage or injury. Please include a daytime and evening telephone number.
 - 2. WHEN DID THE DAMAGE OR INJURY OCCUR? State the exact month, date, year, and approximate time (if known) of the incident which caused the alleged damage/injury.

Under State law, claims relating to causes of action for personal injury, wrongful death, property damage, and crop damage must be presented to the City of Antioch no later than <u>six months</u> after the incident date. Please note that evidence of "**presentation**" includes a clear postmark date on an envelope, or a certification of personal service, or service by mail.

When filing a claim beyond the six-month period, you must explain the reason the claim was not filed within the six-month period. This explanation is called "application for leave to present a late claim". In considering your claim, the City will <u>first</u> decide whether the late claim application should be granted or denied. (See Government Code Section 911.4 for the legally acceptable reasons a claim may be filed late.) <u>Only if your late claim application is granted will the City then consider the merits of your claim.</u>

Claims relating to any cause of action other than personal injury, wrongful death, property damage, and crop damage must be presented no later than one year after the incident date. (See Government Code Section 911.2).

- 3. <u>AT WHICH LOCATION DID THE DAMAGE OR INJURY OCCUR?</u> Please include street address, city, county, intersection, etc. If possible, also include the Police Report number.
- 4. WHAT HAPPENED AND WHY IS THE CITY RESPONSIBILE? Please explain the circumstances that led to the alleged damage or injury. State all facts which support your claim with the City and why you believe the City is responsible for the alleged damage or injury. If known, identify the name of the City Department(s) and/or City employee(s) that allegedly caused the damage or injury.
- 5. WHAT DAMAGE OR INJURY OCCURRED? Provide in full a detailed description of the damage/injury that allegedly resulted from the incident. (What specific damage or injury do you claim resulted from the alleged actions?)
- 6. <u>CLAIM AMOUNT:</u> State the specific total dollar amount you are claiming as a result of the alleged damage/injury. If damage/injury is continuing or is anticipated in the future, indicate with a "+" following the dollar figure if \$10,000 or under. If the total dollar amount is unspecified or exceeds \$10,000, designate the appropriate court jurisdiction for the claim.
- 7. HOW DID YOU ARRIVE AT THE AMOUNT CLAIMED? Provide a breakdown of how the total amount that you are claiming was computed. You may declare expenses incurred and/or future anticipated expenses. If you have supporting documentation (i.e., bills, payment receipts, cost estimates), please attach copies of them to your claim.
- 8. **SIGNATURE:** The claim must be signed by the claimant or by the attorney/representative of the claimant. The City will not accept the claim without a proper signature. Government Code Section 910.2 provides: "The claim shall be signed by the claimant or by some person on his/her behalf."
- 9. OFFICIAL NOTICES AND CORRESPONDENCE Provide the name and mailing address of the person to whom all official notices and other correspondence from the City should be sent, only if other than claimant. Please provide telephone numbers for the representative, if applicable.
- SUBMIT COMPLETED AND RELATED DOCUMENTATION TO: The City Clerk of the City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007. Personal service of claims can be accomplished during regular City business hours (8:00 a.m. 5:00 p.m.), Monday through Thursday (excluding City holidays).
- ⇒ If you wish to receive a stamped copy of your claim, return the form to the City Clerk with a cover letter along with a stamped, self addressed envelope informing the City of your request.
- ⇒ You will receive a letter from the Risk Management Office indicating your claim has been received and is being investigated. You will receive an explanation of the investigation results within 45 days in most instances.

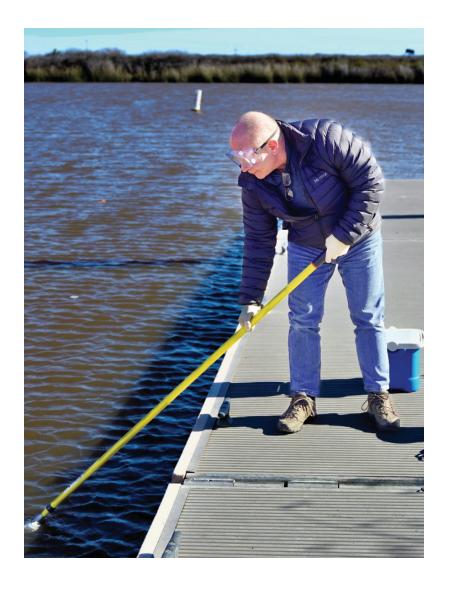
If, after reading these instructions, you have questions or need additional information regarding the filing of a claim with the City Clerk, please contact the City Clerk's staff at (925) 779-7009.

THANK YOU!

INSERT TAB:

Tab G: SAMPLING SOP

Table of Contents (this page)	G-1
Specifications & Requirements	2
Introduction & Overview	3
Equipment & Safety	4
Before Sampling	5
Surface Water Sampling	e
After Sampling	7
Attachment E1 Summary	8
Quick-Reference Guide	9
Surface Water Sampling Worksheet	10
Surface Water Sample Chain of Custody Record	11



Process:	Surface Water Sampling
Personnel Required:	• 1
Personal Protective Equipment:	Safety GlassesRubber Gloves
License Required:	None required
Common Hazards:	 Drowning or submersion Slip, trip, and fall Exposure Insect/Wildlife Weather Boat/Watercraft Physical Strain or Injury
Safe Operation Guidelines:	 Wear proper PPE Be aware of currents, depth, and unstable banks Do not eat, drink or smoke while sampling Avoid cross-contamination Label all samples clearly

Lab Contact Information	McCampbell Analytical
	1534 Willow Pass Road
	Pittsburg, CA
	877-252-9262

Surface water sampling helps to ensure water quality by identifying areas of concern and potential failure mechanisms that may impact surface waters or stormwater infrastructure in the service area.



Minimize Impacts

Surface water sampling allows for the proper evaluation of potential contamination following a sanitary sewer spill.



Having a thorough understanding of the service area and its various challenges can help responders be better prepared to minimize the impacts of a spill on local surface waters and stormwater infrastructure.

Before beginning the sampling process there are several important steps that must be taken to ensure that the samples collected are representative of the water quality in the area being monitored.

These steps include:

1. Gathering the necessary equipment:

 The surface water sampling worksheet, chain of custody, sampling pole, sample containers, and PPE are essential tools that must be prepared and organized before sampling can begin.

2. Donning appropriate personal protective equipment:

• To protect against exposure to potentially harmful contaminants and the sulfuric acid preservative in the Ammonia sample bottles, workers must wear gloves, eye protection, and other personal protective equipment, as needed.

3. Determining the point of spill entry into the waterway:

• It's important to locate the point at which any spill entered the waterway in order to collect the required samples: point of entry into the surface water, downstream, and upstream.



The approximate stream velocity and time since the spill flow to the surface water stopped should be determined to calculate the appropriate distance to move downstream to collect:

- 1. The downstream sample,
- 2. Move upstream to collect the spill entry point sample,
- 3. And move further upstream to collect the upstream or reference sample.



Personal Protective Equipment

Personal Protective Equipment (PPE) should be used when conducting surface water sampling. The PPE that is required includes:

- Gloves
- Eye Protection



Sampling Equipment

In addition to PPE, other sampling equipment is necessary:

- Sample Bottles & Containers
- Cooler with Ice, or Ice packs
- Sampling Pole, or
- Rope & Bucket



The use of PPE and proper sampling equipment is important for the safety of the sampler and for ensuring accurate and reliable sampling results.

			Sample Locati	ons
Test Type	Spill Area	Downstream of Spill	Upstream of Spill	Drainage Conveyance System (as applicable)
Ammonia/	1 pint with	1 pint with	1 pint with	1 pint with H2SO4
Nitrogen	H2SO4	H2SO4	H2SO4	
Enterococcus	1 bacti bottle	1 bacti bottle	1 bacti bottle	1 bacti bottle
Fecal Coliforms	1 bacti bottle	1 bacti bottle	1 bacti bottle	1 bacti bottle
e. Coli	1 bacti bottle	1 bacti bottle	1 bacti bottle	1 bacti bottle

Water samples must be collected in different bottles for various tests and then transported in a cooler with ice packs.

For each of the three sampling sites (plus drainage conveyance system as applicable), one bottle is needed for ammonia/nitrogen testing, and one bacti bottle is required for each type of bacteria being tested.

Additionally, one field blank sample is required for each constituent. Field blank sample bottles are filled with sterilized water during sampling to serve as quality control on the sampler's sampling methods.

Since the sample bottles contain sterilized water, bacteria and ammonia should not be present in the water. If the lab analysis shows the presence of bacteria or ammonia, it indicates that the sampler's method may not have been correct, and the other bacti samples may have been contaminated.

Surface Water Sampling – Preparation



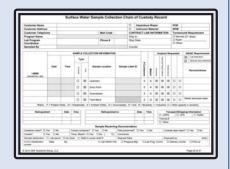
Step 1 of 4

Prepare the cooler for sample storage by adding an instant ice pack, ice pack, or ice to keep the samples cold during transport to the lab.



Step 2 of 4

Identify the point of the spill where the wastewater entered the waterway and take a photograph of this location with a reference point in the picture.



Step 3 of 4

Begin completing the *Surface Water Sampling Worksheet* to record the relevant information about the sampling location and collected samples.



Step 4 of 4

To determine which direction is upstream and downstream for sample collection, you should observe the direction of water movement from the point of discharge.

The purpose of this procedure is to provide a standard for collecting surface water samples to assess water quality, avoid contamination, and ensure that samples can be accurately labeled and transported to the lab for processing.

Notes:

Start by collecting downstream samples first.

In order to determine where the downstream sample is located in a stream, creek, or river, you will need to determine the velocity of the surface water. This can be accomplished through the use of a stream velocity meter or by measuring off a distance along the bank and timing how long it takes for a floating object to travel that distance.

Use the formula on the *Surface Water Sampling Worksheet* to calculate the stream velocity. Once known, determine the time that the spill <u>has not been</u> entering the surface water.

This, along with the stream velocity, will inform you how far downstream you need to travel to collect the downstream sample.



Step 1 of 9

Don the appropriate PPE from your sampling kit. This should include latex or rubber gloves and safety glasses.



Step 2 of 9

Label all samples with their location (refer to table on G-8), your name, and the date and time they are collected. Record this information on the surface water sampling worksheet.



Step 3 of 9

Take photos of each sample location and ensure a reference point is visible in each photo. In the photo (left), the dock and sign serve as excellent reference points.



Step 4 of 9

Remove the seal from the Ammonia sample container just prior to collecting your sample, as applicable.

To reduce the likelihood of contamination, remove the cap immediately before collecting each sample.



Step 5 of 9

To prevent sample contamination, do not allow the inside of the cap to touch anything while you are obtaining the sample.



Step 6 of 9

When filling the ammonia nitrogen sample bottle, don't overfill it because it contains sulfuric acid. Sweep the bottle or dipper upstream and out of the water without disturbing the bottom sediment. Remember to leave the sulfuric acid in the bottle and avoid skin contact.



Step 7 of 9

Fill the Ammonia sample bottle to the fill line, and immediately replace the cap. If there is no clear fill line, fill it to the "neck" of the bottle.



Step 8 of 9

Open the Bacteria sample container and allow water to gently flow into the bottle just to the fill line.



Repeat the sampling process for all sample points, and <u>provide a "field</u> <u>blank"</u> sample using sterile water, which verifies the quality of the samples.



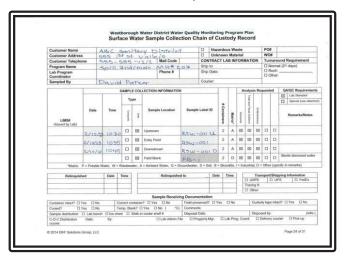
Step 9 of 9

Place all samples in the cooler on the ice pack. To ensure accurate analysis, the Bacti samples must be transported to the lab within 6 hours of the time of collection.

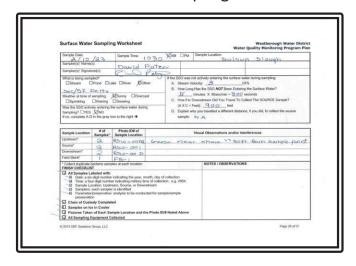
Step 1 of 4: Documentation

All samples must be labeled with their location, your name, and the date and time they were collected. Refer to the state requirements found on the last page of this document. Record this information on the chain of custody form and the surface water sampling worksheet.

Chain of Custody Record



Surface Water Sampling Worksheet



Step 2 of 4: Contact the Lab

Inform the lab that the following samples require processing: ammonia-nitrogen, total/fecal coliform, e. Coli, and/or enterococcus. Provide any additional information the lab may require.

Step 3 of 4: Transport Samples

Place the samples in the cooler on the ice pack and transport them to the lab within 6 hours of collection time. Complete the chain of custody form and ensure all samples are properly secured during transport.

Step 4 of 4: Post Warning Signs

If directed by your supervisor or the county environmental health division, post warning signs in the affected area. Keep track of sign locations and remove warning signs and lift restrictions only when authorized to do so.

The Enrollee shall collect receiving water samples at the following locations:

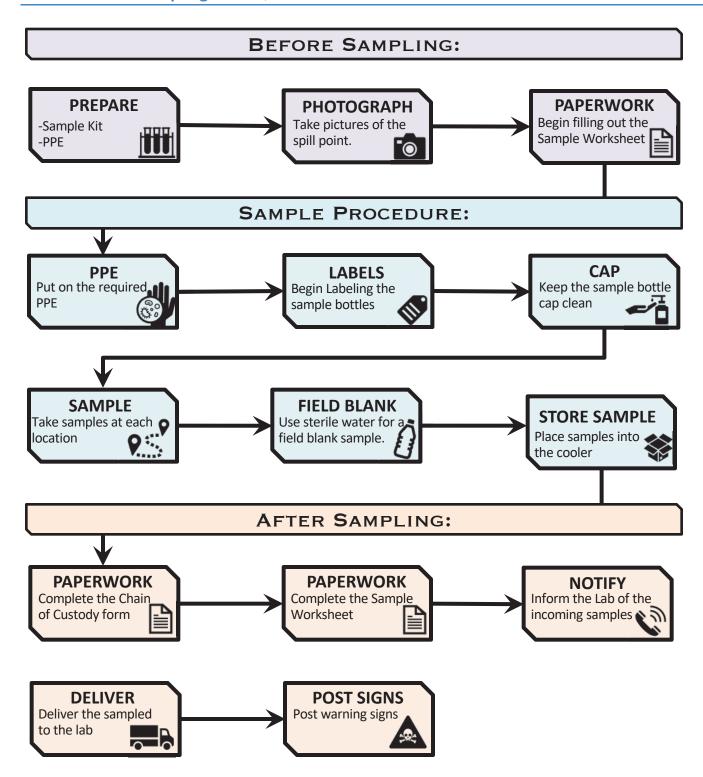
Sampling of Flow in Drainage Conveyance System (DCS) Prior to Discharge

Sampling Location	Sampling Location Description
DCS-001	A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.

Receiving Surface Water Sampling (RSW1)

Sampling Location	Sampling Location Description
RSW-001 Point of Discharge	A point in the receiving water where sewage initially enters the receiving water.
RSW-001U Upstream of Point of Discharge	A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.
RSW-001D Downstream of Point of Discharge	A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water.

¹The Enrollee must use its best professional judgment to determine the upstream and downstream distances based on receiving water flow, accessibility to upstream/downstream waterbody banks, and size of visible sewage plume.



Surface Water Sampling Worksheet

Sample Date:		Sample Time:		□AM □PM	Sample Location:	
Sampler(s)' Name(s):						
Sampler(s)' Signature(s):	3):					
What is being sampled?	<u>د.</u>		ដ	f the spill was no	If the spill was not actively entering the surface water during sampling:	luring sampling:
☐Stream ☐Pond	Lake	River	□Other:	A. Stream Velocity:	elocity: CFS	
				B. How Long	How Long Has the spill NOT Been Entering the Surface Water?	urface Water?
Weather at time of sampling:	npling:				_minutes X 60sec/min = _ seconds	
☐Sunny ☐Overcast	_	_Sprinkling [Raining	C. How Far D	How Far Downstream Did You Travel To Collect The SOURCE Sample?	The SOURCE Sample?
Was the spill actively entering the surface water during Sampling?	ntering the suri	face water du	ıring Sampling?	$(A \times C = Feet)$:	eet):feet	
☐YES ☐NO If no, complete A-D in the gray box to the right.	nplete A-D in th	ne gray box to	the right.	D. Explain wh	hy you travelled a different distance, i:	Explain why you travelled a different distance, if you did, to collect the source sample:
Sample Location	Sample	# of	Photo ID# of Sample	ple	Visual Observations	Visual Observations and/or Interferences
	Label	Samples	FOCATION			
Drainage Conveyance	DCS-001	4				
Source*	RSW-001	4				
Upstream*	RSW-001U	4				
Downstream*	RSW-001D	4				
Field Blank*	Field Blank	4				

FINISH CHECKLIST	NOTES / OBSERVATIONS
☐ All Samples Labeled with:	
☐ Date: a six-digit number indicating the year, month, day of collection	
☐ Time: a four-digit number indicating military time of collection. e.g. 0954	
☐ Sample Location: Drainage Conveyance, Source, Upstream, or Downstream	
☐ Samplers: each sampler is identified	
☐ Parameter/preservative: analysis to be conducted for sample/sample preservation	
☐ Chain of Custody Completed	
Samples on Ice in Cooler	
☐ Pictures Taken of Each Sample Location and the Photo ID/# Noted Above	
☐ All Sampling Equipment Collected	

^{*} Collect duplicate bacteria samples at each location

MAI Work Order#

General COC

McCAMPBELL ANALYTICA	BELL ANA	LYTI	L,	INC.				ت ت	CHAIN	OF CI	STO	DY R	CUSTODY RECORD	2				
1534 Wi	1534 Willow Pass Rd. Pittsburg, Ca. 94565-1701	rg, Ca. 945	55-1701		urn Around Time: 1 Day	d Time:1	Day Rush		2 Day Rush	sh	3 Day Rush	Rush	STD		Quote	te #		
Telephor	Telephone: (877) 252-9262 / Fax: (925) 252-9269	² ax: (925) 2	52-9269		J-Flag / MDL		ESL		Teanup	Cleanup Approved		Dry Weight	ght	Bottle	le Order	# Ja		
www.mccampbell.com		main@mccampbell	mpbell.com		Delivery Format:		PDF	GeoT	GeoTracker EDF	ЭF	EDD		Write O	On (DW)		Detect Summary	ımmary	
Report To:	Bill To:	١								Analysis	\simeq	eduested						
Company:								38	(1	1						SIP.		
Address:												(0 1 14	(617)			namı		
Email:	Tele:	::									(s;	,				navio		
Project Name:	Project #:	;									ЮΛ)					esin		
Project Location:	#Od	#									0978			*(03		101 21		
Sampler Signature:					(5				ГЭ		3 / †7			709 /		dink		
SAMPLE ID	Sampling				108/17	lə£	iel Oil & C	etrole			9 / 7°†7			8.002)				
Location / Field Point	Date Time	atno2#	Matrix Fre	Freservanve	BLEX O!I (80	TPH as Silica (R HqT	Silca G Total O Silica O	Total F	Total P With S	Eby 6	Eby 2	Eby 8	CVM	Metals	Baylan	Lab to analysi		
					_		_		H							_		
																		1
MAI clients MUST disclose any dangerous chemicals known to be present in their submitted samples in concentrations that may cause immediate harm or serious future health endangerment as a result of brief, gloved, open air, sample handling by MAI staff. Non-disclosure incurs an immediate \$250 surcharge and the client is subject to full legal liability for harm suffered. Thank you for your understanding and for allowing us to work safely.	known to be present in the nd the client is subject to fi	ir submitted sa Il legal liabilit	nples in concen	rations that ed. Thank y	nay cause i	nmediate l ınderstand	narm or se	rious futur r allowing	e health e us to wor	ndangerme s safely.	ent as a r	sult of b	ief, glove	d, open a	ur, samp	e handling	by MAI sta	aff.
* If metals are requested for water samples and the water type (Matrix) is not specified on the chain of custody, MAI will default to metals by E200.8	he water type (Matrix) is	not specified	on the chain	of custody,	MAI will d	efault to	netals by	E200.8.					Н	ŭ	omment	Comments / Instructions	ions	
Please provide an adequate volume of sample. If the volume is not sufficient for a MS/MSD	the volume is not suffic	ient for a MS	MSD a LCS/I	a LCS/LCSD will be prepared in its place and noted in the report.	e prepared	in its pla	ce and no	ted in the	report.									
Relinquished By / Company Name	Name	Date	Time	4	Rece	Received By /	Company Name	y Name			Date	Time	Т					
													$\overline{}$					
				igspace						-			Т					
Matrix Code: DW=Drinking Water, GW=Ground Water, WW=Waste Water, SW=Seawater, S=Soil,	W=Ground Water, V	WW=Wast	Water, SV $6-7$ 20 A	/=Seawa	ter, S=Soi		SL=Sludge, A=Air, WP=Wipe, O=Other	A=Air	WP=V	Vipe, O	=Othe				ζ	Toitie		
	$3-\Pi_2 SO_4 + \Pi NO_3 3- \Pi AOH$	J-INAOI	0-ZIIOAC/INAOII	C/INAOH	IONI—/	פֿ						1 emp	 		ر.	IIIIII		

of

Page___

INSERT TAB: Tab H: POST-SPILL

Post-Spill Assessment

SPILL LOCATION		
Spill location name:		
Address of spill:		
NOTIFICATION AND COMMUNICATION PROCEDURES		
Were notification procedures adhered to?	☐ Yes	□ No
Were notification procedures effective?	□ Yes	□ No
RESPONSE PROCEDURES		
Were response time goals met?	□ Yes	□ No
Were safety procedures adhered to?	□ Yes	□No
Were safety procedures effective?	□ Yes	□No
Were initial response procedures adhered to?	□ Yes	□No
Were initial response procedures effective?	□ Yes	□No
Were containment procedures adhered to?	□ Yes	□No

Post-Spill Assessment

RESPONSE PROCEDURES (continued)		
Were containment procedures effective?	□ Yes	□ No
Were clean up and recovery procedures adhered to?	☐ Yes	□No
Were clean up and recovery procedures effective?	□ Yes	□ No
Were sewer back up procedures adhered to?	□ Yes	□No
Were sewer back up procedures effective?	☐ Yes	□ No
Were chain of custody procedures adhered to?	□ Yes	□ No
Was failure analysis investigation performed and documented?	☐ Yes	□ No
REPORTING AND NOTIFICATION PROCEDURES		
Were reporting and notification timeline requirements met?	☐ Yes	□ No

DOCUME	NTATION			
Was spill file created?			☐ Yes	□No
Was QA/QC performed to ensure field data matched	d CIWQS data?		□ Yes	□No
RECOMMENT	DED CHANGES			
] N/A
ATTE	NDEES			
FACILITA	ATED BY			
		Date:		

OFFICE USE ONLY

Incident Report #		Prepared By		
Spill/Backup Information				
Cause				
Summary of Historical Spil	ls/Backups/Service Calls/Ot	her Problems		
Date	Cause	Date Last Cleaned	Crew	
Records Reviewed By:		Record Review Date:		
Summary of CCTV Informa	tion			
CCTV Inspection Date		File Name/Number		
CCTV File Reviewed By		CCTV Review Date		
Observations				

Red	commendations				
√	Туре	Specific Actions	Who is Responsible?	Completion Deadline	Who Will Verify Completion?
	No Changes or Repairs Required	n/a	n/a	n/a	n/a
	Repair(s)/ Replacement				
	Construction				
	Capital Improvement(s)				
	Change(s) to Maintenance Procedures/ Schedules				
	Change(s) to Spill Response Procedures				
	Training				
	Misc.				
Comments/Notes:					
Rev	Reviewed By: Review Date:				

ATTACHMENT F

IN A WORLD COZING WITH FATS, OILS AND GREASE, NO DRAIN IS SAFE Starring DELTA DIABLO SANITATION DISTRICT, the DELTA HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY, the city of ANTIOCH and the city of PITTSBURG. Agencies working TOGETHER to ensure a CLEAN and HEALTHY COMMUNITY. PG POLLUTION IS GROSS



ONLY YOU CAN CONTAIN THE MORROR.

Underneath your home, an oozing menace lurks – the F.O.G.

Part FAT, part OlL , and part GREASE, F.O.G. pollutes our waterways, chokes our sewers and causes monstrous plumbing problems.

Pouring any fat, oil or grease down the drain just makes it stronger.

PROTECT OUR WATERWAYS AND PREVENT COSTLY PLUMBING REPAIRS. Running water — hot or cold — DOESN'T HELP.

> Do not put F.O.G. in the trash or down the drain.

> Always trap F.O.G. in a sealed container

Delta Household Hazardous Waste > Safely dispose of it at the: **Collection Facility** FOR DETAILS, CALL 925.756.1900 OR VISIT DD SD.ORG.













What Restaurant and Building Owners Need to Know About Grease Traps or Interceptors

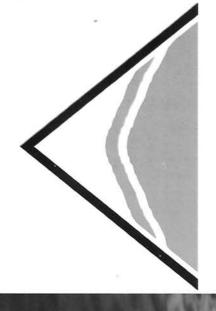
Restaurants, large buildings, such as apartment complexes; and other commercial establishments may have grease traps or interceptors that keep grease out of the sewer system. For a grease trap or interceptor to work correctly, it must be properly

Designed (sized and manufactured to handle the amount that is expected),

Installed (level, vented, etc.), and

Maintained (cleaned and serviced on a frequent basis).

Solids should never be put into grease traps or interceptors. Routine, often daily, maintenance of grease traps and interceptors is needed to ensure that they properly reduce or prevent blockages. Be cautious of chemicals and additives (including soaps and detergents) that claim to dissolve grease. Some of these additives simply pass grease down pipes where it can clog the sewer lines in another area.



Delta Diablo Sanitation District 2500 Pittsburgh-Antioch Highway Antioch, CA 94509-1373 Phone: (925) 778-4040 Fax: (925) 778-8513 This brochure was prepared under Cooperative Agreement Assistance #CX82/505-01-0 between the Water Environment Federation (WEF) and the U.S. Environmental Protection Agency. For more information, contact your local sewer system authority or the

Water Environment Federation 601 Wythe Street Alexandria, VA 22314-1004 Phone: 703/684-2400

Fax: 703/684-2492

Web site: http://www.wef.org

For additional copies of this brochure, contact WEF at 1-800-666-0206, 1-703-684-2452 or http://www.wef.org
Water Environment
Federation®

Fat-Free Sewers How to Prevent
Fats, Oils, and
Greases from
Damaging Your
Home and

Fats, Oils, and Greases aren't just bad for your arteries and your waistline; they're bad for sewers, too.

threaten the environment. An increasingly common cause of overflows is sewer pipes Sewer overflows and backups can cause health hazards, damage home interiors, and blocked by grease. Grease gets into the sewer from household drains as well as from poorly maintained grease traps in restaurants and other businesses.

Where does the grease come from?

Most of us know grease as the byproduct of cooking. Grease is found in such things as:

Meat fats

Food scraps

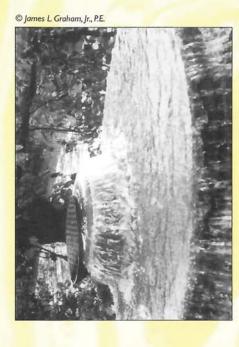
- Lard
- Cooking oil
- Baking goods
 Sauces
- Dairy products
 - Shortening Dairy p
 Butter and margarine

Too often, grease is washed into the plumbing system, usually through the kitchen sink. Grease sticks to the insides of sewer pipes (both on your property and in the streets). Over time, the grease can build up and block the entire pipe.

Home garbage disposals do not keep grease out of the plumbing system. These units only shred solid material into smaller pieces and do not prevent grease from going down the drain.

Commercial additives, including detergents, that claim to dissolve grease may pass grease down the line and cause problems in other areas.





The results can be:

- Raw sewage overflowing in your home or your neighbor's home;
- An expensive and unpleasant cleanup that often must be paid for by you, the homeowner;
- Raw sewage overflowing into parks, yards, and streets;
- Potential contact with disease-causing organisms; and
- An increase in operation and maintenance costs for local sewer departments, which causes higher sewer bills for customers.





© NYCDEP

What we can do to help

000

The easiest way to solve the grease problem and help prevent overflows of raw sewage is to keep this material out of the sewer system in the first place.

There are several ways to do this.

- 1) Never pour grease down sink drains or into toilets.
- Scrape grease and food scraps from trays, plates, pots, pans, utensils, and grills and cooking surfaces into a can or the trash for disposal (or recycling where available).
- 3) Do not put grease down garbage disposals. Put baskets/strainers in sink drains to catch food scraps

and other solids, and empty the drain baskets/strainers into the trash for disposal. 4) Speak with your friends and neighbors about the problem of grease in the sewer system and how to keep it out. Call your local sewer system

ATTACHMENT G

LIST OF SAN FRANCISCO BAY AREA GREASE HAULERS

Company	Phone Number	Website
A-1 Septic Tank Service	510-886-4455	www.a1tank.net
All Valley Environmental, Inc.	559-498-8378	www.allvalleyenv.com
Baker Commodities	559-846-9393	www.bakercommodities.com
Burr Plumbing & Pumping	408-287-2877	Not available
Darling International	800-473-4890	www.darlingii.com
Delta Household Hazardous Waste Facility	925-756-1990	www.deltadiablo.org
Liquid Environmental Solutions	510-266-5719	https://www.liquidenviro.com
SeQuential Pacific Biodiesel	800-447-3794	www.choosesq.com

EBMUD APPROVED GREASE HAULERS

Name	Phone Number
A-1 Septic Tank Service, Inc.	(510) 886-4455
A-1 Septic – Little River	(707) 937-0496
Able Septic Tank Service	(408) 377-9990
All Valley Environmental, Inc.	(559) 498-8378 or (559) 217-5949
Ameriguard Maintenance Services	(800) 347-7876
Blue Sky Bio-Fuels	(510) 868-9229
Burr Plumbing and Pumping	(408) 287-2877
Coast Environmental	(800) 588-7762
Darling International, Inc.	(415) 647-4890
Ernie's Plumbing	(925) 228-5242
Joe's Farmers Septic and Grease Service	(707) 546-3236
Liquid Environmental Solutions of California	(866) 694-7327
North Coast Sanitary	(707) 884-1095
Pioneer Liquid Transport	(800) 366-6808
Portosan – Santa Rosa	(707) 566-2000
R & D Grease Trap Cleaning	(707) 632-5827
Roto Rooter Plumbing	(510) 483-2324
SRC Pumping Company	(916) 363-1342
Trap Recyclers	(800) 994-7867

SRCSD APPROVED GREASE HAULERS

Name	Address	Phone Number
A-1 Septic Service	P.O. Box 762, West Sacramento, CA 95691	(916) 371-4160
ABC Plumbing, Heating & Air Conditioning	205 22nd Street, Sacramento, CA 95816	(916)448-0801
Ace Plumbing, Heating & Air	4405 Franklin Blvd., Sacramento, CA 95820	(916) 422-2333
Advanced Septic Service	6513 Auburn Blvd., Citrus Heights, CA 95621	(916) 726-5150
All Pumping & Septic	1289 Sonoma Avenue, Sacramento, CA 95815	(916) 925-1333
All Valley Environmental Inc.	523 N. Brawley Avenue, Fresno, CA 93706	(559) 498-8378
Ameriguard Maintenance Services, LLC*	4681 E. Vine Avenue, Fresno, CA 93725	(559) 497-2925
APS Environmental Inc.	6643 32nd Street 103, North Highlands, CA 95660	(916) 454-2000
Best Construction & Maintenance Inc.	8550 Jackson Road, Sacramento, CA 95826	(916) 383-4533
Chucks & Auburn Septic	4504 Yankee Hill Ct., Rocklin, CA 95677	(916) 624-8500
Cook's Portable Toilets & Septic	1402 Riosa Road, Lincoln, CA 95648	(916) 645-8560
Darling International*	11946 Carpenter Road, Crows Landing, CA 95313	(209) 667-9153
G & C Septic Service	12851 Stockton Blvd., Galt, CA 95632	(916) 366-1111
Howards Grease Trap Pumping	8185 Cashel Way, Sacramento, CA 95829	(916) 681-0433
Liquid Environmental Solutions of CA	Corporate Office, 12626 High Bluff Drive, Suite 240, San Diego, CA 92130-2070	
Roto Rooter Plumbers	2551 Albatross Way, Sacramento, CA 95815	(916) 482-1422
Sacramento Rendering Company*	dba SRC Pumping Co., P.O. Box 276424, Sacramento, CA 95830	(916) 363-4821
Sweet Septic Systems	5701 Mother Lode Drive, Placerville, CA 95667	(916) 622-8768



City of Antioch SSMP Audit Checklist Report Form

The purpose of the SSMP Audit is to evaluate the effectiveness of the City of Antioch's (City's) SSMP and to identify any needed for improvement.

Directions: Please check YES or No for each question. If NO is answered for any question, describe the updates/changes needed and the timelines to copmlete those changes.

Element I - Goals	YES	NO
A. Are the goals stated in the SSMP still appropriate and accurate?		
Discussion:		
Element II - Organization	YES	NO
A. Is the List of City Staff Responsible for SSMP, Table 2-1 current?		
B. Is the Sanitary Sewer Overflow Responder List current?		
C. Is Figure 2-1 of the SSMP, the City Organization Chart, current?		
D. Are the position descriptions an accurate portrayal of staff responsibilities?		
E. Is Table 2-2 in the Chain of Communication for Reporting and Responding to SSOs		
section accurate and up-to-date? Discussion:		
Element III - Legal Authority	YES	NO
Element III - Legal Authority Does the SSMP contain current references to the Antioch Municipal Code documenting the City's legal authority to:	YES	NO
Does the SSMP contain current references to the Antioch Municipal Code	YES	NO
Does the SSMP contain current references to the Antioch Municipal Code documenting the City's legal authority to:	YES	NO
Does the SSMP contain current references to the Antioch Municipal Code documenting the City's legal authority to: A. Prevent illicit discharges?	YES	NO
Does the SSMP contain current references to the Antioch Municipal Code documenting the City's legal authority to: A. Prevent illicit discharges? B. Require proper design and construction of sewers and connections? C. Ensure access for maintenance, inspection, or repairs for portions of the lateral	YES	NO
Does the SSMP contain current references to the Antioch Municipal Code documenting the City's legal authority to: A. Prevent illicit discharges? B. Require proper design and construction of sewers and connections? C. Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the City?	YES	NO
Does the SSMP contain current references to the Antioch Municipal Code documenting the City's legal authority to: A. Prevent illicit discharges? B. Require proper design and construction of sewers and connections? C. Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the City? D. Limit discharges of fats, oils and grease?	YES	NO

Element IV - Operations & Maintenance	YES	NO
Collection System Maps		
A. Does the SSMP reference the current process and procedures for maintaining the City's wastewater collection system maps?		
B. Are the City's wastewater collection system maps complete, current and sufficiently detailed?		
C. Are storm drainage facilities identified on the collection system maps? If not, are SSO responders able to determine locations of storm drainage inlets and pipes for possible discharge to waters of the state?		
Prioritized Preventive Maintenance		
D. Does the SSMO describe current preventive maintenance activities and the system for prioritizing the cleaning of sewers?		
E. Based upon information in the Annual SSO Report, are the City's preventive maintenance activities sufficient and effective in minimizing SSOs and blockages?		
Scheduled Inspections and Condition Assessments		
F. Is there an ongoing condition assessment program sufficient to develop a capital improvement plan addressing the proper management and protection of infrastructure assets? Are the current components of this program documented in the SSMP?		
Contingency Equipment and Replacement Inventory		
G. Does the SSMP list the major equipment currently used in the operation and maintenance of the collection system and documents the procedures of inventory management?		
H. Are contingency and replacement parts sufficient to respond to emergencies and properly conduct regular maintenance?		
Training		
. Does the SSMP document current training expectations and programs?		
Outreach to Plumbers and Building Contractors		
I. Does the SSMP document currently outreach efforts to plumbers and building contractors?		
Discussion:		
Element V - Design and Performance Standards	YES	NO
A. Does the SSMP reference current design and construction standards for the installation for new sanitary sewer systems, pump stations and other appurtenances and for the rehabilitation and repair of existing sanitary sewer systems?		
B. Does the SSMP document current procedures and standards for inspecting and		

Element VI - Overflow and Emergency Response Plan	YES	NO
A. Does the City's Sanitary Sewer Overflow Emergency Response Plan establish procedures for the emergency response, notification, and reporting of SSOs?		
B. Is City staff and contractor personnel appropriately trained on the procedures of the Sanitary Sewer Overflow Emergency Response Plan?		
C. Considering SSO performance data, is the Sanitary Sewer Overflow Emergency Response Plan effective in handling SSOs in order to safeguard public health and the environment?		
D. Are all SSO and claims reporting forms current or do they require revisions or additions?		
E. Does all SSO event recordkeeping meet the SSS GWDR requirements? Are all SSO event files complete and certified in the CIWQS system?		
F. Is all information in the CIWQS system current and correct? Have periodic reviews of the data been made during the year to assure compliance with SSS GWDR? Have all Technical Report and Water Quality Sampling requirements been met and uploaded to the CIWQS data management system?		

Discussion:

Element VII - Fats, Oils and Grease (FOG) Control Program	YES	NO
A. Does the FOG Control Program include efforts to educate the public on proper handling and disposal of FOG?		
B. Does the FOG Control Program identify sections of the collection system subject to FOG blockages, establish a cleaning schedule and address source control measures to minimize these blockages?		
C. Are requirements for grease removal devices, best management practices (BMP), record keeping, and reporting established in the City's FOG Control Program?		
D. Does the City have sufficient legal authority to implement and enforce the FOG Control Program?		
E. Is the current FOG program effective in minimizing blockages of sewer lines resulting from discharges of FOG to the system?		
F. Was required training on SSMP and OERP completed and documented? Were field exercises with field staff on SSO volume estimation conducted and documented?		
G. Did all public improvement plans and specifications that could impact collection system operations include requirements for OERP training or were contractor OERP programs at least as stringent as the City OERP? Were regular items included in project meeting agendas to discuss emergency response procedures and communications?		
Discussion:	I	

Element VIII - System Evaluation and Capacity Assurance Plan	YES	NO
A. Does the City of Antioch Sanitary Sewer Master Plan evaluate hydraulic deficiencies in the system, establish sufficient design criteria and recommend both short and long-term capacity enhancement and improvement projects?		
B. Does the City's Capital Improvement Plan (CIP) establish a schedule of approximate completion dates for both short and long-term capacity improvements an is the schedule reviewed and updated to reflect current budgetary capabilities and activity accomplishment?		
Discussion:		
Element IX - Monitoring, Measurement and Program Modifications	YES	NO
A. Does the SSMP accurately portray the methods of tracking and reporting selected performance indicators?		
B. Is the City able to sufficiently evaluate the effectiveness of the SSMP elements based on relevant information?		
·		
based on relevant information? C. Were the consent decree performance metrics met?	YES	NO
based on relevant information? C. Were the consent decree performance metrics met? Discussion:	YES	NO
Discussion: Element X - SSMP Audits A. Will the SSMP Audit be completed, reviewed and filed in Appendix B? Discussion:		
based on relevant information? C. Were the consent decree performance metrics met? Discussion: Element X - SSMP Audits A. Will the SSMP Audit be completed, reviewed and filed in Appendix B?	YES	NO
Discussion: Element X - SSMP Audits A. Will the SSMP Audit be completed, reviewed and filed in Appendix B? Discussion:		
C. Were the consent decree performance metrics met? Discussion: Element X - SSMP Audits A. Will the SSMP Audit be completed, reviewed and filed in Appendix B? Discussion: Element XI - Community Program A. Does the City effectively communicate with the public and other agencies about		
Element X - SSMP Audits A. Will the SSMP Audit be completed, reviewed and filed in Appendix B? Discussion: Element XI - Community Program A. Does the City effectively communicate with the public and other agencies about the implementation of the SSMP and continue to address any feedback? B. Did the City Council receive and review the Annual Sewer System Report? Was the annual report uploaded to the City Sewer Section website and added to		

Change Log		YES	NO
A. Is the SSMP Change Log current and up to date?			
Discussion:			
Audit Team:	Date:		
Prepared by:	Date:		_
Reviewed by:	Date:		_
Certified by:	Date:		
Approved for Filing on:			



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 13, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bessie M. Scott, City Manager

SUBJECT: Approval of Agreement with MS Investigative Services and

Consulting, LLC. for United States Department of Justice (USDOJ) - Required Consulting Services in an Amount Not to Exceed \$250,000

Annually, with Authorization for Optional Extensions

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- Approving a Professional Services Agreement with MS Investigative Services and Consulting, LLC to serve as the Consultant pursuant to the Agreement with the United States Department of Justice (USDOJ), in an amount not to exceed \$250,000 annually for a term of three years;
- Authorizing the City Manager to execute the Professional Services Agreement, in a form approved by the City Attorney; and
- Should the USDOJ require services beyond the initial three-year term, direct the City Manager to return to the City Council to seek authorization and approval of an amendment to the Professional Services Agreement to provide for a fourth and/or fifth year, at an annual amount not to exceed \$250,000.

FISCAL IMPACT

The total cost of the initial three-year agreement will not exceed \$750,000. Funding for this agreement will be included in the City's adopted budget for the applicable fiscal years.

If extended, years four and five will cost the same annual \$250,000, for a potential total contract amount not to exceed \$1,250,000 over five years. This amount is subject to future budget approval should the USDOJ require the continuation of services.

BACKGROUND

In April 2023, USDOJ initiated an investigation into the Antioch Police Department (APD) following the public release of text messages exchanged by Officers containing racist, sexist, and discriminatory language. The investigation was conducted pursuant to Title VI of the Civil Rights Act of 1964 and the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act.

As a result of this investigation, on January 3, 2025, the City of Antioch, APD, and the USDOJ entered into a Memorandum of Agreement (MOA) to ensure APD's compliance with civil rights laws and to implement reforms in policies, procedures, training, hiring, oversight, and community engagement.

DISCUSSION

A key requirement of the MOA is for the City and the USDOJ to jointly select a Consultant to provide technical assistance and oversight, ensuring the implementation and compliance measures outlined in the MOA.

Pursuant to this requirement, the City initiated a competitive Request for Proposal (RFP) process. Twelve (12) timely applications were received. City staff, in coordination with USDOJ representatives, carefully reviewed all proposals and shortlisted six (6) finalists for interviews.

The six finalists participated in formal interviews conducted jointly by City personnel and USDOJ representatives. Following this process, the firm identified as MS Investigative Services and Consulting, LLC received the highest ranking based on qualifications, experience, and overall suitability for the role. Both City staff and the USDOJ agree that MS Investigative Services and Consulting, LLC is the most qualified firm to serve as the independent consultant and meet the obligations of the MOA.

Accordingly, staff recommends entering into a three-year Professional Services Agreement with MS Investigative Services and Consulting, LLC, for \$250,000 per year to provide consultant services as required by the MOA. Should a fourth and/or fifth year of services be required, City staff will return to the City Council to request authorization to amend and extend the Professional Services Agreement accordingly.

This authorization will ensure the City's timely and efficient compliance with the MOA and maintain momentum on critical reform and oversight initiatives.

ATTACHMENTS

- A. Resolution
- B. Stipulated Memorandum of Agreement (MOA) between City of Antioch, Antioch Police Department, and the United States Department of Justice

ATTACHMENT "A"

RESOLUTION NO. 2025/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A 3 YEAR CONTRACT WITH MS INVESTIGATIVE SERVICES AND CONSULTING, LLC. TO PROVIDE SERVICES FROM JULY 1, 2025 TO JUNE 30, 2028, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT NOT TO EXCEED \$250.000 ANNUALLY FOR A TERM OF THREE YEARS.

WHEREAS, in April 2023, the United States Department of Justice (USDOJ) initiated an investigation into the Antioch Police Department (APD) following the public release of offensive and discriminatory text messages exchanged by officers;

WHEREAS, on January 3, 2025, the City, APD, and the USDOJ entered into a Memorandum of Agreement (MOA) outlining a framework for comprehensive reform to ensure compliance with Federal civil rights laws and restore public confidence in local law enforcement;

WHEREAS, a key provision of the MOA requires the joint selection of an independent consultant to support, guide, and evaluate the implementation of policy and practice reforms outlined in the agreement;

WHEREAS, the City issued a formal Request for Proposals (RFP) and received twelve applications from which six finalists were given interviews. Through a competitive and collaborative selection process with the USDOJ, MS Investigative Services and Consulting, LLC was selected as the most qualified firm to serve as the independent consultant;

WHEREAS, the City and APD remain committed to constitutional policing, organizational accountability, and community safety, and recognizes that outside oversight is essential to building lasting public trust, fostering transparency, and improving the relationship between APD and the communities it serves;

WHEREAS, this agreement is a critical step in transforming the culture and operations of the Antioch Police Department, demonstrating to the community that reform is being implemented in a serious, measurable, and externally validated manner;

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

- Approves a three-year Professional Services Agreement with MS Investigative Services and Consulting, LLC, in an amount not to exceed \$250,000 annually, for a total not to exceed \$750,000;
- Authorizes the City Manager to execute the agreement in a form approved by the City Attorney;

RESOLUTION NO. 2025/xxx

May 13, 2025 Page 2

3. Directs the City Manager to return to the City Council for authorization should the USDOJ require extension of services for a fourth and/or fifth year, at an annual amount not to exceed \$250,000, subject to future budget approval.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of May 2025, by the following vote:

	MELISSA RHODES
ABSENT:	
ABSTAIN:	
NOES:	
AYES:	

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA, THE ANTIOCH POLICE DEPARTMENT, AND THE CITY OF ANTIOCH

I. BACKGROUND

- A. **Parties.** This Agreement is entered into by the United States Department of Justice (DOJ), the City of Antioch, California (City), and the Antioch Police Department (APD) (collectively, the Parties) to resolve DOJ investigation # 171-11-44.
- B. Investigation. In April 2023, the DOJ received information released by the Contra Costa County District Attorney's Office that revealed text messages exchanged by APD officers containing racist and sexist slurs and other discriminatory content and discussing possible civil rights violations. In June 2023, the DOJ's Civil Rights Division and the U.S. Attorney's Office for the Northern District of California (collectively, the United States) initiated an investigation of the APD under Title VI of the Civil Rights Act of 1964, 42 U.S.C §§ 2000d to 2000d-7, and its implementing regulations, 28 C.F.R. Part 42, Subpart C (collectively, Title VI), as well as the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act, 34 U.S.C. § 10228(c)(1), and its implementing regulations, 28 C.F.R. Part 42, Subpart D (collectively, Safe Streets Act).
- C. **Jurisdiction.** Title VI prohibits law enforcement agencies and other entities that receive federal financial assistance from conducting their programs or activities in a manner that discriminates on the basis of race, color, or national origin. In addition, the Safe Streets Act prohibits discrimination on the basis of race, color, national origin, sex, or religion by law enforcement agencies that receive funds from DOJ. APD is a recipient of federal financial assistance from the Department of Justice's Office of Justice Programs and the Money Laundering and Asset Forfeiture Section of the Criminal Division. APD is therefore subject to the provisions of Title VI and the Safe Streets Act.
- D. **Voluntary Compliance.** The United States acknowledges APD and the City for demonstrating a good faith commitment to voluntary compliance during the negotiation and settlement process.
- E. **Agreement.** The Parties enter into this Agreement (Agreement) as part of a joint commitment to ensuring that APD provides police services in Antioch in a manner that complies with Title VI and the Safe Streets Act.
- F. This Agreement acknowledges that in accordance with California Government Code Section 38630, the Chief of Police retains full authority and responsibility for overseeing and managing the police department. This includes the sole authority to direct operations, manage personnel, and make decisions regarding discipline and promotions. Nothing in this Agreement will interfere with or diminish the Chief's legal authority in these matters.

- G. The Parties have a shared recognition that the ability of a police department to protect the community it serves is promoted through strong relationships with the community. Public safety, lawful and nondiscriminatory policing, and the community's trust in its police force are thus interdependent. The full and sustained implementation of this Agreement is intended to protect the rights of all members of the community, ensure the safety and security of all people in the City of Antioch, and ensure public confidence in APD.
- H. In furtherance of these goals, the City and APD agree that APD will, as needed, modify certain policies, training, and practices to comply with the terms of this Agreement.

II. **DEFINITIONS**

- A. "APD" means the Antioch Police Department and its agents, officers, employees, supervisors, and members (both sworn and unsworn).
- B. "APOC" means the Antioch Police Oversight Commission.
- C. "Complainant" means any person, including an APD officer or employee, who makes a complaint against APD or an officer or employee of APD.
- D. "City" means Antioch, CA, including its agents, officers, and employees.
- E. "Demographic" means a population's race, color, ethnicity, or national origin.
- F. "Discipline" or "disciplinary action" means a personnel action for violation of an established law, regulation, rule, order, directive, or APD policy, rule, or procedure, including, but not limited to, a verbal reprimand, written reprimand, suspension, demotion, or dismissal.
- G. "Discriminatory policing" means selective enforcement or nonenforcement of the law, including selecting or rejecting particular policing tactics or strategies based on protected characteristics, such as race, color, national origin, religion, and sex (including gender identity and sexual orientation). Discriminatory policing does not include using race, ethnicity, or any other status in any reliable and recent suspect-specific description.
- H. "Effective Date" is the date of the last signature on the Agreement. This Agreement is not retroactive and does not apply to events occurring prior to the Effective Date.
- I. "Field Training Officer" or "FTO" means an experienced police officer who provides on-the-job training and supervision of probationary police officers during the Field Training and Evaluation Program, while also serving as a patrol officer.
- J. "IAB" means the Internal Affairs Bureau, the APD unit charged with conducting investigations of police misconduct committed by APD officers, contractors, and employees. This includes outside investigators,

- such as contract investigators, to whom internal affairs investigations are outsourced.
- K. "IADLEST" refers to the International Association of Directors of Law Enforcement Standards and Training.
- L. "Implement" or "Implementation" means the development or putting into place of a policy or procedure, including the appropriate training of all relevant Personnel, and the consistent and verified performance of that policy or procedure in actual practice.
- M. "Personnel," when referring to APD employees, refers to both sworn and non-sworn individuals.
- N. "Polices, Rules, and Procedures" means written policies, procedures, regulations, general orders, or directives, regardless of the name of the policy, procedure, regulation, general order, or directive, describing the duties, functions, and obligations of APD officers and/or employees, and providing specific direction in how to fulfill those duties, functions, or obligations.
- O. "Protected Characteristics" for the purposes of this Agreement includes race, color, national origin, religion and sex (including gender identity and sexual orientation).
- P. "Supervisor" means Police Chief, Deputy Police Chiefs, and sworn APD employees at the rank of Sergeant or above.
- Q. "Training" means education and instruction that comports with best practices and may include, but is not limited to, adult-learning methods that incorporate role-playing scenarios and interactive exercises, distance learning, traditional lecture formats, and computer assisted learning and evaluation. Training will also include testing and/or assessment methods that indicate that the officer comprehends the material taught.
- R. "Use of force" means physical effort to compel compliance from an unwilling subject beyond unresisted handcuffing, including pointing or brandishing a firearm or other weapon. Use of force shall be deemed reportable where it exceeds: (1) hand control; or (2) escort techniques applied for the purposes of handcuffing. However, an exception to reporting use of force applies to escort techniques meeting the following three criteria: (1) the escort technique does not involve pressure point compliance tactics; (2) does not result in injury or complaint of injury; and (3) is not used to overcome resistance.
- S. "Serious Misconduct" means any conduct identified in California Code of Regulations Section 1205.

III. REQUIREMENTS

A. Consultant: Within 90 days of the Effective Date, the City, the APD, and the United States will identify and mutually agree on a Consultant who is a law enforcement expert with a proven track record in civil rights and law

enforcement compliance, as well as state of California law enforcement experience and knowledge of California compliance requirements. The Consultant shall serve as the single point of contact with the United States and be retained by the APD at the City's expense. The total annual cost of the consulting engagement shall not exceed \$250,000 per year. The Consultant will be responsible for the following functions, among others set forth in this Agreement:

- 1. providing technical assistance and recommendations to the Chief of Police and APD, the City Manager, the City Attorney, and APOC on implementation of this Agreement;
- 2. developing an implementation schedule;
- 3. reviewing and reporting on the APD's progress in meeting the terms of this Agreement to the United States;
- 4. coordinating compliance and implementation activities;
- 5. facilitating access by the United States to APD personnel, data, documents and materials;
- 6. maintaining data, documents, and records, as provided for in this Agreement;
- 7. assigning implementation and compliance-related tasks to APD personnel, as directed by the Police Chief and/or his/her designee;
- 8. providing an in-person report to the Antioch City Council at regularly scheduled City Council meetings at least once every 180 days; and
- 9. assisting with all other aspects of compliance with this Agreement.

B. Non-Discriminatory Policing

- 1. APD will ensure that police services are delivered in a manner that is fair, respectful, free from unlawful discrimination, and that promotes broad community engagement and confidence in APD. In conducting its activities, APD will ensure that members of the public receive equal protection under the law, without discriminatory policing, and in accordance with the rights, privileges, and immunities secured or protected by the Constitution and laws of the United States. As part of this requirement, APD agrees to the following terms, among others:
- 2. **Prohibition against selective enforcement and non-enforcement**: APD Personnel will not engage in selective enforcement or non-enforcement of the law based, even in part, on protected characteristics.
- 3. **Policy, directives, and training**: APD and the City agree to provide clear policy, training, and supervisory direction to APD staff on prohibited conduct, including selective enforcement or non-enforcement

of the law, the selection or rejection of particular tactics and strategies based upon stereotypes or bias, the duty to intervene when policies are not followed, and other relevant topics. These policies, training and supervisory direction shall take into account the influences of bias on officer enforcement decisions, use of force, and other police activity. APD agrees to the following specific steps:

- a. Update of rules, procedures, and policies: Within 180 days of retaining the Consultant (see paragraph III.A), APD, in consultation with the APOC and the Retained Consultant, will identify and review all rules, procedures and policies pertaining to non-discriminatory policing and related areas, and develop recommendations for updates. Recommended updates will be submitted to the United States for review and approval within the timeframe set forth in this paragraph.
- b. **Issuance of directives:** Within 180 days of the United States' approval of its updated policies, APD, in consultation with the APOC and Retained Consultant, will issue directives to all Personnel pertaining to the updated policies. The format and delivery mechanism for this directive is subject to the approval of the United States.
- c. Regular and recurring interactive training: Within 180 days of the United States' approval of its updated policies, APD, in consultation with the APOC and the Retained Consultant will deliver interactive, IADLEST certified non-discriminatory policing training. APD may recycle its previously utilized "Procedural Justice" training to fulfill this training requirement in whole or in part, so long as all the required topics are covered. APD will require Personnel to engage in active participation to receive credit. New hires must receive anti-discrimination training within the first 180 days of employment and veteran Personnel must be re-trained every two years regardless of rank. Training should take at least 16 hours and should cover, among other topics:
 - i. Title VI, the Safe Streets Act, and constitutional and other legal and policy requirements;
 - ii. racial profiling;
 - iii. types of bias;
 - iv. selective enforcement and non-enforcement based on protected characteristics;

- v. identification of key decision points where prohibited discrimination can occur, both at incident and strategic planning levels;
- vi. proper use of force decision-making, including deescalation methodologies and identification of situations when force may be unnecessary;
- vii. the importance of ethical decision-making, duty to intervene, and related concepts that foster community trust;
- viii. police and community perspectives related to discriminatory policing;
 - ix. the connection between nondiscrimination and effective policing;
 - x. methods, strategies and techniques to reduce misunderstanding and complaints due to perceived bias and to promote effective nondiscriminatory policing; sexual harassment;
 - xi. language access for individuals who are limited English proficient and related topics; and
- xii. cultural sensitivity.
- d. **Interim training:** Given APD's reduced staffing levels at the time of this Agreement and lack of capacity for multiday training until fully staffed, APD will deploy an interim non-discriminatory policing training through a virtual platform within 180 days of the Effective Date of this Agreement. This virtual training will be interactive, cover the topics set forth in III.A.3.C.i-x above, and be no less than two hours in duration. The training will be mandated annually until such time as the permanent training is rolled out. The training shall be selected and/or developed in consultation with the APOC and Retained Consultant and submitted to the United States for review and approval within 90 days of the Effective Date of this Agreement.
- 4. **APOC:** For the duration of this Agreement, the City will ensure that at least five members of the seven-member APOC serve for continuous two-year periods to enable skills building, continuity, and progress towards fulfillment of the reforms set forth in this Agreement. The City will ensure that the APOC has the resources, training, and capacity to fulfill each of its responsibilities as set forth in this Agreement. The City will work with appropriate organizations in the field of police oversight, such as the National Association for Civilian Oversight of Law Enforcement ("NACOLE") and civilian oversight bodies in other

jurisdictions, to develop and implement a plan for training all APOC members. The APOC training plan will be developed in consultation with the City Manager's Office, Antioch City Attorney's Office and Retained Consultant, be consistent with best practices, and be subject to the United States' approval. Nothing in this Agreement shall be construed as granting any additional authority or access to APOC beyond what has been granted by City Ordinance or other Antioch City Council action.

- 5. Violations of non-discrimination policies: If APD at any point identifies indicia of its personnel engaging in unlawfully discriminatory conduct, it will take immediate corrective action as necessary to ensure that the enforcement initiative, program, activity, or service in question is not further applied or administered in a manner that unlawfully discriminates against individuals. However, where APD Personnel are on the lookout for, or seeking to stop, detain, apprehend, find, render assistance to, or rescue one or more specific persons based on a specific description that includes, in part, race, color, national origin, religious markers, or gender, APD officers may rely in part on such characteristic(s) in taking appropriate action.
- C. Hiring and Promotions: Transforming APD into a law enforcement agency that has the confidence of the entire Antioch community and that consistently polices effectively and in compliance with antidiscrimination requirements requires that the City retain a highly qualified workforce. Highly qualified officers are those who have respect for and knowledge of law; have a keen sense of integrity and ethics; are skilled communicators and problem-solvers; are slow to lose their temper; and have a service mentality alongside courage, initiative, common sense, humility and civility. Given recent events, many potential law enforcement officers may not recognize the opportunity that working at the APD provides. The City and APD therefore must undertake greater efforts than would many municipalities and police departments to attract and retain a highly qualified workforce. The recruitment requirements set out below are intended to continue to ensure these efforts:
 - 1. **Hiring Recruitment Plan:** Within 180 days of retaining the Consultant, APD and the City agree to develop, in collaboration with the Retained Consultant, a written Recruitment Plan that includes clear objectives and action steps for attracting and retaining a highly qualified workforce with the attributes described in paragraph C above. The plan will be consistent with best practices, and subject to the approval of the United States. APD will implement the Recruitment Plan within 60 days of the United States' approval. The Chief of Police will articulate the requirements of the plan to rank and file officers. The City Manager and APD will review the plan annually and propose revisions, in consultation with the City Attorney, Retained Consultant, and the APOC.

- 2. **Required background reviews:** Within 180 days of retaining the Consultant, APD and the City, in consultation with the Retained Consultant, will review APD's current background investigation and screening information procedures to ensure that they are job related and consistent with best practices, and will submit such procedures together with any proposed modifications to the United States for its review and approval. Investigation and screening information will be documented and maintained with the candidate's application and/or promotion file, and will include at a minimum:
 - a. Background investigation mechanisms designed to minimize potential for nepotism and bias against candidates on the basis of race, color, religion, sex and national origin while addressing APD's legitimate business needs;
 - b. For candidates who receive a conditional offer, a full psychological screening by an appropriately qualified and trained psychiatrist or psychologist with demonstrated competence in evaluating risk of bias among officer candidates;
 - c. A polygraph or other comparable test of candidates who are selected for conditional offers;
 - d. A review of previous employment, including personnel files:
 - e. A review of history relevant to use of force, including requesting a candidate's history of using lethal and less lethal force, use-of-force training records, and complaint history if a candidate has previous law enforcement experience;
 - f. A review of the license status and any known disciplinary history of potential hires by contacting the California Commission on Peace Officers Standards and Training before receiving an offer of employment;
 - g. Checks of National Decertification Index (NDI) administered by IADLEST;
 - h. A review of lawsuits in which candidates have been named as defendants and the outcome of such actions; and
 - i. Use of validated pre-employment screening mechanisms that are job-related and consistent with business necessity to ensure temperament and skill-set suitability for policing.
- 3. **Promotions:** Within 240 days of the Effective Date, APD and the City agree to review, in collaboration with the Retained Consultant, APD's promotional systems to ensure that they comport with best practices.

This process will require APD to establish clear criteria that prioritize effective, nondiscriminatory, and community-oriented policing as factors in promotion. Additionally, APD agrees to develop and use specific criteria regarding the impact of findings of misconduct on promotional eligibility, including eligibility to serve as FTO. APD will stay any decision on promotional eligibility of officers with a pending investigation for serious misconduct or those subject to disciplinary action for serious misconduct until such time as the investigative and/or disciplinary process is complete. Upon completion of the process, APD shall make a case-by-case determination on promotional eligibility. Factors to be considered in making promotional decisions will include, but not be limited to:

- a. Demonstrated integrity and ethical decision-making;
- b. Demonstrated commitment to community engagement, and effective use of community-policing and neighborhood problem-solving strategies;
- c. Demonstrated commitment to non-discriminatory policing;
- d. Effective use of de-escalation and crisis management techniques;
- e. Number and circumstances of uses of force, including any found out-of-policy;
- f. Disciplinary and complaint history;
- g. Communication and interpersonal skills;
- h. Education:
- i. Creative and innovative work;
- j. Whether the officer has served as a Field Training Officer, or in another capacity as a trainer within APD;
- k. The quality and accuracy of officer reports, search warrants, and supportive affidavits or declarations;
- 1. Demonstrated recognition that success of officer activity is reflected by crime prevention and investigation, increased community trust, and public safety; and
- m. Preference for assignments and promotion for supervisors who conduct high-quality review and supervision.
- 4. **Disqualifying criteria for individuals engaged in hiring/promotions process:** APD must ensure that any individual who participates in the APD hiring and/or promotions process is not subject to any disqualifying criteria that would require recusal from participation. Disqualifying criteria include, but are not limited to, conflicts of interest

such as a personal connection with any candidate that casts doubt on the objectivity of the participating individual(s), as well as prior disciplinary action while employed as a member of APD; participation in the review of complaints or complaint investigations, or as a witness in complaint investigations involving candidate(s) under consideration. All disqualifying criteria, including any concerns not listed herein but of a potentially disqualifying nature, must be disclosed to the other individuals participating in the process. If an individual who participates in the APD hiring and/or promotions process is subject to a pending investigation or disciplinary action, APD must ensure that any investigation or disciplinary action is completed prior to permitting the individual's participation in the hiring and/or promotions process.

5. Annual review of background investigation, screening, and promotional systems: Beginning in 2025 and annually thereafter, APD and the City, in consultation with the Retained Consultant, will review APD's background investigations, screening, and promotional mechanisms for unlawful discrimination on the basis of race, color, religion, sex, and national origin, and present their findings to the United States, along with proposed remedial measures if discrimination is identified. The proposed findings and any remedial measures are subject to the approval of the United States.

D. Data Collection

1. Review of data collection and analysis protocols: APD and the City agree to assess, and if necessary, improve the accuracy and reliability of APD's current processes for collecting and analyzing demographic data when conducting enforcement. Within 180 days of the Effective Date of this Agreement, APD will develop protocols for collecting and analyzing such data, which will set forth additional data to be collected and analyzed and improve the accuracy and reliability of data collection methods. APD will submit its draft data collection protocols to the United States for review and approval prior to implementation. Such protocols will be consistent with the data collection requirements set forth below.

2. Data collection requirements:

- a. All stops (as defined under California Government Code 12525.5 G(2)) involving persons detained and/or searched by APD police will be documented, and APD personnel will collect detailed information, including race, national origin/ethnicity, and gender of involved individuals and the date, time, and location of the detention and/or search, to the extent that information is available.
- b. All K-9 deployments resulting in a dog bite will be documented, and APD personnel will collect detailed

- information, including race, national origin/ethnicity, and gender of involved individuals and the date, time, and location of the deployment, to the extent that information is available.
- c. All calls for service will be documented with the date, time, and location of the call, the date, time, and location of APD's response to the call, and detailed information about the race, national origin/ethnicity, and gender of the complaining party/parties to the extent this information is available.
- d. All calls for service referencing mental health crises, 5150, or related requests will be documented with the date, time, and location of the call, whether an APD officer responded, and detailed information about the race, national origin/ethnicity, and gender of involved individuals to the extent this information is available.
- e. All uses of force, whether lethal or non-lethal, will be documented and reported, and APD personnel will collect detailed information, including race, national origin/ethnicity, and gender of involved individuals and the date, time, and location of the use of force.
- f. Documentation may be transmitted via written log, radio to dispatch, computer or other methods, but must ultimately be entered in written form in a searchable database accessible to APD leadership, DOJ, and the Retained Consultant to facilitate review and analysis.
- g. APD, together with the Retained Consultant, shall conduct data analysis of any disparities in race, national origin/ethnicity, and gender in investigatory stops, K-9 deployments, uses of force, mental health crises, and service call response times at least quarterly to aid in detecting patterns of disparate policing based on prohibited characteristics. Results of this data analysis will be included in the Compliance Reports described below in part IV.B.2. This data analysis may not be used for discipline or to limit legitimate enforcement activity.
- h. All data collected under this paragraph will be secured to ensure protection of personal identifiable information and compliance with any applicable privacy protections.

E. Complaints and Misconduct

1. Reporting misconduct

- a. APD policy will require that all members have the duty to report allegations of discriminatory policing, use of force, conduct unbecoming, and related concerns to a supervisor or to the IAB. Failure to report or document allegations of misconduct will be grounds for disciplinary action.
- b. APD will maintain an electronic, backed up, and searchable tracking system for all complaints. Entries will not be subject to modification or deletion, unless directed by the Chief of Police and/or their designated command staff.
- c. APD policy will ensure that all complaints are investigated even if the complainant does not submit the complaint on an actual APD complaint form.
- d. APD policy will explicitly permit parties other than victims to file complaints, including with the IAB, with any officer, or at an APD facility.

2. Investigations of alleged misconduct

- a. APD policy will ensure that all allegations of officer misconduct relating to discriminatory policing, use of force, and conduct unbecoming, regardless of the manner in which reported, will be forwarded to the Chief of Police no later than 72 hours from receipt.
- b. Within 180 days of the Effective Date, APD will review the staffing of IAB and ensure that individuals currently serving on or who are selected for IAB possess no conflicts of interest and do not hold a leadership position with the Antioch Police Officers Association. IAB investigators must also possess excellent investigative skills, a reputation for integrity, the ability to write clear reports, and the ability to be fair and objective. Supervisors with a history of complaints involving a sustained complaint of or who have been disciplined for excessive use of force, sexual harassment, discrimination, or dishonesty will be presumptively ineligible for assignment to IAB. IAB will be classified under APD's new Compliance and Professional Standards Division discussed in paragraph IV.B.1 below.
- c. APD, together with the Retained Consultant and the Antioch City Attorney's Office, and the City Manager's Office, shall develop and memorialize investigatory procedural requirements, including the type of evidence to be collected, and procedures for interviews with complainants, involved officers, witnesses, and supervisors. Interviews should be recorded or memorialized with detailed written notes if the interviewee or their counsel objects to a recording. A written

statement from an officer in lieu of an interview is not acceptable.

- i. The final report will be prepared following receipt of the investigation file that describes the alleged conduct, any other related misconduct identified, a summary of all evidence gathered during the investigation (including an explanation for the absence of any evidence), and documentation of all credibility determinations. The due date for the final report will comply with California Government Code § 3304(d) and may be tolled for additional days where an investigation is not yet complete despite reasonable efforts due to factors such as witness unavailability, difficulty in obtaining necessary evidence, noncooperation of key parties, or other legally justifiable factors beyond the investigator's control.
- ii. The Chief of Police shall review the final report, note and explain any agreement or disagreement, and explain the rationale for any different conclusion, with express findings and a disposition. If the final report identifies serious misconduct, the Chief of Police will consult with the City Manager and City Attorney. Any settlement must be documented and explained.
- iii. The complainant must be informed, in writing, within two weeks of the Chief's review. Written notification to the complainant will include a narrative description of the disposition of the complaint, whether it resulted in any corrective action or modifications to the PD's training programs, and any reasons for determining that the complaint was unsustained. Nothing in this subsection shall be construed to require the disclosure of information that is not disclosable pursuant to applicable local, state, or federal law.
- d. Supervisors who fail to adequately investigate or respond to unreasonable use of force shall also be held accountable pursuant to disciplinary procedures.
- e. Complaints of a sensitive nature, including use of force and discriminatory policing, may be assigned to an outside investigator to avoid concerns related to conflict of interest or unfairness.

- f. APD will ensure that each completed IAB investigation of excessive use of force or discriminatory policing, whether conducted in house by IAB or by an outside contractor, is reviewed by the City Manager and the Antioch City Attorney and made available to the Consultant. APD shall provide APOC with an annual report of IAB investigation findings, which indicates the type and quantity of sustained, not sustained, exonerated, or unfounded findings.
- g. Allegations of discriminatory policing and use of force that are sustained by a preponderance of the evidence will result in disciplinary process and be referred for POST decertification pursuant to the Kenneth Ross Jr. Police Decertification Act of 2021, and possible criminal prosecution.
- h. Any officer who has been found by a preponderance of the evidence to have engaged in any of the conduct listed below shall be subject to disciplinary process and presumptively ineligible to serve as an FTO for a minimum period of two years:
 - i. intentional discrimination on the basis of race, color, national origin (including ethnicity), gender, or religion;
 - ii. an improper use (or threat) of force based on any above prohibited factors or for any reason outside of policy;
 - iii. an improper search, seizure, or arrest based on any of the above prohibited factors or for any reason outside of policy;
 - iv. failure to intervene:
 - v. failure to report; or
 - vi. an intentional failure to follow documentation requirements or an intentional provision of false information.

3. Analysis of misconduct complaints

- a. APD will maintain an electronic tracking system for all misconduct allegations relating to discriminatory policing and excessive use of force, consistent with III.E.1.b, above.
- b. APD will maintain protocols to analyze and address trends in complaints relating to use of force and discriminatory

- policing, including demographic data relating to where in APD's jurisdiction the allegations are arising.
- c. APD will send a copy of complaints alleging discriminatory policing and use of force, and documentation of the resulting investigation, to the United States within ten business days of the completion of the investigation.
- d. Beginning 180 days after the Effective Date and every 180 days thereafter throughout the pendency of this Agreement, APD will provide to the United States a report reflecting civilian complaints, including those set forth in III.E.3.c, above. The report will note the disposition of each complaint, if any, the geographic area in which the alleged discrimination occurred, the demographic category involved, and what measures, if any, APD has taken and plans to take in response to each complaint.

F. Language Access Plan

- 1. To enable APD to police effectively and to ensure compliance with its obligations to avoid discrimination against individuals based on their race, color, or national origin, including their ability to speak English, APD must be able to communicate with the entire Antioch community, including individuals with limited English proficiency (LEP). To this end, APD will develop a Language Access Plan within 180 days of the Effective Date in consultation with the United States, which will include the following elements:
 - a. A procedure to identify individuals with LEP and the language needs of the Antioch community;
 - b. Language skill assessment procedures to effectively identify and qualify bilingual APD personnel;
 - c. Operational guidelines and procedures for use of language assistance services, including interpretation, translation, and inlanguage communications by bilingual personnel;
 - d. Procedural guidelines for interactions with individuals with LEP, including witnesses and suspects; and
 - e. Procedures and a timeline to develop translated forms, notices, and online content.
- 2. The Language Access Plan is subject to approval by the United States. Once the Language Access Plan is finalized, it will be made publicly available on APD's website. On an annual basis for the duration of this Agreement, APD will assess the Language Access Plan and revise it as needed to adapt to changing language needs and ensure meaningful access for individuals with LEP.

G. Community Engagement

- 1. Community Engagement Plan: APD is committed to maintaining robust community relationships in all of its policing operations, and engaging constructively with the community to ensure collaborative problem-solving, ethical and non-discriminatory policing, and community confidence in APD. To this end, APD will develop a Community Engagement Plan within 180 days of the Effective Date in consultation with the APOC and DOJ's Community Relations Service (CRS) and informed by CRS-facilitated community meeting, mediation, training, and facilitated dialogue. APD will submit the Plan to the United States for review and approval. The Community Engagement Plan will include:
 - a. Concrete steps to constructively engage with the community to ensure collaborative problem-solving and non-discriminatory policing, as well as to increase transparency and community confidence.
 - b. Community outreach procedures, in consultation with the APOC, to improve transparency and educate the public regarding the duties and responsibilities of police officers, the dangers of the job, practices designed to promote officer safety (but which might be misunderstood by the public), and other issues involving investigatory stops, arrests, searches and seizures, and processes for community members to acknowledge the good work of an officer or to file a complaint. The outreach plan will also be designed to ensure timely and meaningful access to police services, including complaint processes, to members of the community who are limited English proficient.
 - c. A social media and digital media initiative to provide community members with information that includes emergency alerts, safety tips, and other public safety information. APD will ensure that messages that are broadcast in English are also provided in Spanish, and, to the extent practicable, any other non-English language commonly spoken by community members, consistent with the requirements of Title VI, the Safe Streets Act, and the Language Access Plan referenced in III.F, above.
 - d. Public data reporting semiannually, to include statistical and summary information on personnel complaint data and investigations, enforcement activities, and commendations received by officers.

2. Community Liaison Officer

a. Within two years of the Effective Date of this Agreement,

the APD will ensure the creation of a position for one Community Liaison Officer. APD will prioritize selection and assignment of a Community Liaison Officer who is sworn and qualified pursuant to the Language Access Plan as bilingual in both English and a second language commonly spoken in the community, if applicable. The Community Liaison Officer will have training in the nature and scope of federal and state civil rights laws as applied to law enforcement activity.

- b. APD will ensure that the contact information and duty hours of the Community Liaison Officer are publicly available on its website. Community Liaison Officer hours of availability for contact with the public will be during normal business hours.
- c. The Community Liaison Officer's duties will include the following:
 - i. Arranging quarterly meetings of community residents at a public location in each of the City's districts to discuss issues and concerns. The meeting will be attended by the Community Liaison Officer, at least one senior APD command staff member, and at least one patrol officer responsible for patrolling in the district as well as the City Manager. In addition, the Community Liaison Officer will work with peripheral support groups such as the Antioch Police Department's Community Service Officers, the city's Public Safety and Community Service Department as well as the Angelo Quinto Community Response Team (AQCRT) in order to ensure the use of prevention services (such as deescalation, mediation, conflict resolution, and social service linkage) to help streamline services such as solution-focused prevention strategies, crisis prevention trainings, and community engagement event planning for the residents of Antioch.
 - ii. The Community Liaison Officer will review, on a monthly basis, all concerns submitted to APD by members of his or her district to assess community issues. For those concerns that do not rise to the level of requiring formal action under APD policy, the Community Liaison Officer will notify the complainant that the Community Liaison Officer is available to answer the complainant's questions and respond to any further community concerns. The

- Community Liaison Officer will refer complaints of police misconduct relating to discriminatory policing to the Chief of Police.
- iii. The Community Liaison Officer will meet at least once every six months with their respective supervisor. During these meetings, the Community Liaison Officer will communicate any concerns or issues that he or she has received during the previous six months, along with any other relevant information pertaining to APD's relationship City residents.
- iv. Each Community Liaison Officer will serve for a minimum of 18 months.

IV. MONITORING

- A. **Compliance:** Compliance with a material requirement of this Agreement requires that the APD:
 - 1. has incorporated the requirement into policy;
 - 2. has trained all relevant Personnel as necessary to fulfill their responsibilities pursuant to the requirement; and
 - 3. is carrying out the requirement in actual practice. An isolated incident of misconduct shall not necessarily establish that APD has failed to carry out any material requirement of this Agreement in actual practice.

B. Compliance Reporting

- 1. By July 1, 2025, APD shall create and the City shall provide a budget for a Compliance and Professional Standards Division staffed by a Captain, a Sergeant, an Officer, and a Data and Statistical Policy Analyst, and supported by a city attorney under the direction of the City Attorney. The Captain, Sergeant, and Data and Statistical Policy Analyst positions will be newly budgeted positions. The city attorney may be a new or existing position, but an additional budgeted amount equal to the FTEs assigned to support the Compliance and Professional Standards Division shall be added to the City Attorney's Office budget for attorneys. The Compliance and Professional Standards Division will collect and maintain all data and records necessary to:
 - a. document implementation of and compliance with this Agreement; and
 - b. perform ongoing quality assurance in each of the areas addressed by this Agreement.

- 2. Within 180 days of the Effective Date, and every 180 days thereafter until this Agreement is terminated, the APD will provide to the United States a self-assessment Compliance Report indicating whether the APD has reached one of three levels of compliance with this Agreement: Substantial Compliance, Partial Compliance, or Non-Compliance.
 - a. "Substantial Compliance" indicates that the APD has achieved compliance with most or all components of the relevant provisions of the Agreement.
 - b. "Partial Compliance" indicates that the APD has achieved compliance on some of the components of the relevant provisions of the Agreement, but significant work remains.
 - c. "Non-Compliance" indicates that the APD has not met most or all of the components of the Agreement.
 - d. In addition to the above, the Compliance Report will include:
 - i. The steps APD and the City have taken during the reporting period to implement this Agreement;
 - ii. Plans to correct any problems or lack of compliance;
 - iii. A response to any concerns raised by the United States regarding the APD's previous Compliance Report;
 - iv. A projection of the work to be completed during the upcoming reporting period;
 - v. Any anticipated challenges or concerns related to implementation of the Agreement;
 - vi. A summary of documents relied on for statistical purposes or general data as the basis for self-assessment; and
 - vii. A copy of APD's quarterly data analysis conducted per paragraph II.C.2.f above, and a summary of complaints and civil lawsuits alleging discrimination.
 - e. The Compliance Report may exclude assessments of the sections of the Agreement for which the United States has already determined the APD to be in substantial compliance.
 - f. Within 45 days of receipt of the APD's Compliance Report, the United States will notify the City Manager, Chief of Police, and the City Attorney of any questions or concerns it has regarding the Report and the APD's compliance with this Agreement. Whether APD and the City have obtained

Substantial Compliance with this Agreement is subject to the determination of the United States in the first instance, and ultimately by the Court if the parties are unable to agree. The United States will collaborate with the City Manager, the Chief of Police, and the City Attorney in revising any policies, procedures, or practices that the United States deems to be deficient.

g. The report will be published on APD's website within five business days of its completion. APD may redact non-public portions of the quarterly data analysis and complaint summary referenced in subparagraph (d)(vii) above.

C. Access to Related Personnel, Facilities, and Materials

- 1. The City and APD will provide the United States with full and unrestricted access to all APD staff, facilities, and documents (including databases) necessary to carry out the duties assigned to APD by this Agreement.
- 2. For the purpose of implementing this Agreement, the United States may conduct compliance visits or audits as needed to determine whether the City and APD have implemented and continue to comply with the material requirements of this Agreement.
- 3. The United States will have access to all necessary APD staff, employees, facilities, data, and documents, including access to Agreement-related trainings, meetings, and documentation (*e.g.*, Arrest reports, Citizen Complaints, IAB investigations, and Incident reports) related to the implementation of this Agreement. The United States will provide APD with at least 15 days' notice prior to any visit. The United States will cooperate with APD in scheduling access to involved personnel, facilities, and documents in a reasonable manner that attempts to minimize interference with daily operations.
- 4. The United States will provide APD with at least 15 days to respond to any document request. APD will provide electronic copies of the requested documents.
- 5. The United States will maintain all non-public information provided by the City and APD in a confidential manner to the extent authorized by federal law. The United States shall give the City timely notification of the potential disclosure of any non-public information that allows the City to take action to protect the non-public information if it desires to do so. Non-public information includes Personally Identifiable Information (PII), which means information that can be used to distinguish or trace an individual's identity (such as their name, social security number, biometric records, etc.) alone, or when combined with other personal identifying information that is linked or linkable to a specific

individual (such as date and place of birth, mother's maiden name, etc.).

V. GENERAL TERMS

- A. Each party representative executing this Agreement certifies that they are authorized to enter into and consent to the terms of this Agreement and to legally bind their party to it. This Agreement may be executed in counterparts.
- B. This Agreement is applicable to, and binding upon, the Parties, their principals, officers, agents, employees, administrators, representatives, assignees, successors, and all legal representatives thereof.
- C. This Agreement may only be amended or modified in writing. APD may seek to modify this Agreement because of changed conditions that make performance impossible or impracticable by notifying the United States in writing and setting forth the proposed modification and the facts to support it. Until the United States agrees to the modification in writing, no modification will take effect. The United States' agreement will not be unreasonably withheld.
- D. The APD will promptly notify the United States if any term of this Agreement becomes subject to collective bargaining and will consult with the United States in a timely manner regarding the position the APD takes in any collective bargaining consultation connected with this Agreement.
- E. This Agreement resolves this Title VI and Safe Streets Act investigation and is limited to the facts and issues presented during this investigation. This Agreement neither affects APD's continuing obligation to comply with Title VI and the Safe Streets Act nor precludes the United States from taking appropriate action to evaluate APD's compliance with any laws or regulations enforced by the United States.
- F. APD acknowledges its obligation, independent of this Agreement, to ensure that all APD programs and services, and the programs and services of all entities that receive federal financial assistance from APD, comply with Title VI and the Safe Streets Act.
- G. APD will not threaten, coerce, discriminate, or take other adverse actions against any individual for the purpose of interfering with any right or privilege secured by Title VI, including because that individual has made a complaint, testified, assisted, or participated in any manner in a Title VI or Safe Streets Act investigation.
- H. This Agreement does not bar any individual from pursuing a Title VI or Safe Streets Act complaint, or any other action allowed by law, against APD.
- I. The United States may review compliance with this Agreement at any time during the term of the Agreement. If the United States believes that APD has failed to comply in a timely manner with any obligation under Title VI or this Agreement, the United States will issue APD a notice of alleged non-compliance and will provide APD a reasonable opportunity of no less than 45 days to respond. The Parties will attempt to resolve any issue in good faith, including but not limited to

- a cure or corrective period of no less than 90 days. If the Parties are unable to resolve any issue, the United States may pursue any action allowed by law. Venue for any dispute or enforcement of this Agreement will be the United States District Court for the Northern District of California.
- J. Failure by the United States to enforce this entire Agreement, or any provision thereof with regard to any deadline or any other provision herein, will not be construed as a waiver of the United States' right to enforce the deadlines and provisions of this Agreement.
- K. The provisions herein constitute the entire agreement, and no other statement or promise, either written or oral, made by either Party or agents of either Party regarding the matters raised herein, that is not contained or referred to in this Agreement, will be enforceable.
- L. This Agreement shall not be construed to be inconsistent with any applicable local, state, and/or federal laws. In the event that any of the terms or obligations under this Agreement conflict with any applicable local, state, and/or federal laws, this Agreement shall not be interpreted to require the Parties to act in violation of controlling law.
- M. Should any provision of this Agreement be declared or determined by any court to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions will not be affected. The Parties will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
- N. Entry into this Agreement is not an admission by APD, the City, or any officer or employee of either entity that they have engaged in any unconstitutional, illegal, or improper activities or conduct.
- O. This Agreement is not intended to impair or expand the right of any person or organization to seek relief against the City, APD, or any officer or employee thereof, for their conduct or the conduct of APD officers; accordingly, it does not alter legal standards governing any such claims by third parties, including those arising from city, state, or federal law. This Agreement does not expand, nor will it be construed to expand, access to any City, APD, or United States documents by persons or entities other than the United States, the City, and the APD, except as expressly provided by this Agreement.
- P. The City is responsible for ensuring that APD receives the necessary financial support and resources to enable APD to fulfill its obligations under this Agreement.
- Q. This Agreement is a public document that will be posted in a conspicuous location on the public website or the equivalent of each Party for the duration of the Agreement and provided to any individual who requests a copy.
- R. The term of this Agreement is five years from the date of the last signature below. This Agreement may terminate early, subject to the provisions of paragraph S below.

This Agreement may terminate prior to the five-year date ("Early Termination") if the United States determines that the APD has substantially complied with each of the provisions of the Agreement and has maintained substantial compliance for at least twelve months, no sooner than three years from the Effective Date. For the purposes of determining whether Early Termination is appropriate, in the event the United States and the APD disagree as to whether the APD has maintained substantial compliance for at least twelve months, the APD may seek relief from the United States District Court for the Northern District of California in the form of a declaration that the City and APD are in substantial compliance with this Agreement and the Agreement is terminated. The burden will be on the APD to demonstrate this level of compliance. Once the United States has determined that the City and APD are in substantial compliance with the terms of this Agreement, the United States will issue a notification letter to the APD. Thereafter, the Agreement will no longer be in effect. Notwithstanding anything to the contrary, nothing in this Agreement shall be construed to extend the term of this Agreement including the City's obligations thereunder to more than the five (5) year term of this Agreement.

DATED: January 2, 2025

For the City of Antioch California

Besse Marie Seatt

BY

BESSIE MARIE SCOTT

City Manager City of Antioch Antioch City Hall 200 H Street Antioch, CA 94509

(925) 779-7011

For the Antioch Police Department

Brian addington BY

BRIAN ADDINGTON Interim Chief of Police **Antioch Police Department** 300 L Street Antioch, CA 94509 (925) 779-6902

Approved as to Form Docusigned by:

Thomas Lloyd Smith

THOMAS LLOYD SMITH

City Attorney Antioch City Hall 200 H Street Antioch, CA 94509 (925) 779-7015

Attest

BY

Signed by: Melissa Rhodes

City Clerk City of Antioch For the United States of America

KRISTEN CLARKE Assistant Attorney General Civil Rights Division U.S. Department of Justice

CHRISTINE STONEMAN Chief of Federal Coordination and

Compliance Section

COTY MONTAG Deputy Chief

BHARATHI VENKATRAMAN Senior Attorney

JENNA GRAMBORT Attorney

Federal Coordination and Compliance Section Civil Rights Division U.S. Department of Justice 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530 (202) 307-2222

ISMAIL RAMSEY United States Attorney

MICHAEL A. KEOUGH

Assistant United States Attorney

U.S. Attorney's Office

for the Northern District of California

1301 Clay Street Oakland, CA

(510) 637-3721

DATED: January 2, 2025

For the City of Antioch, California

By Besser Marie Seatt

BESSIE MARIE SCOTT

City Manager City of Antioch Antioch City Hall 200 H Street Antioch, CA 94509 (925) 779-7011

For the Antioch Police Department

By Brian addington

BRIAN ADDINGTON
Interim Chief of Police
Antioch Police Department
300 L Street
Antioch, CA 94509
(925) 779-6902

Approved as to Form

Thomas Lloyd Smith

THOMAS LLOYD SMITH

City Attorney Antioch City Hall 200 H Street Antioch, CA 94509 (925) 779-7015

Attest

Mulissa Rhodus

City Clerk
City of Antioch

For the United States of America

KRISTEN CLARKE Assistant Attorney General Civil Rights Division U.S. Department of Justice

BY Misture Houman CHRISTINE STONEMAN

Chief of Federal Coordination and Compliance Section

COTY MONTAG Deputy Chief

BHARATHI VENKATRAMAN Senior Attorney

JENNA GRAMBORT Attorney

Federal Coordination and Compliance Section Civil Rights Division U.S. Department of Justice 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530 (202) 307-2222

ISMAIL RAMSEY
United States Attorney

MICHAEL A. KEOUGH

Assistant United States Attorney

U.S. Attorney's Office

for the Northern District of California

1301 Clay Street Oakland, CA

(510) 637-3721