



**CITY OF PITTSBURG
AGENDA**

APRIL 02, 2024

**CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA**

**CLOSED SESSION
6:00 P.M.**

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

**CITY COUNCIL
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II
SUCCESSOR AGENCY**

PRESIDING

**Juan Antonio Banales, Mayor/Chair
Jelani Killings, Vice- Mayor/Chair
Dionne Adams, Council Member/Board Member
Angelica Lopez, Council Member/Board Member
Shanelle Scales-Preston, Council Member/Board Member**

**FOR HOUSING AUTHORITY:
S.L. Floyd, Housing Authority Member
Annie Hill Herring, Housing Authority Member**

Pittsburg City Council regular meetings are held the first and third Mondays of each month at 7:00 p.m. The Housing Authority meets in conjunction with the City Council on the third Monday of each month. The Pittsburg City Council meets regularly in the Council Chamber at 65 Civic Avenue, unless otherwise noted above. The City Council also sits as the Board of Directors of several other City agencies. The stipends for all agency members conform to state statutes governing compensation amounts. All other Agencies meet on an as needed basis and will be listed above if applicable. Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except from noon to 1:00 p.m. and City holidays). The agenda and reports are also located on the City's website at www.pittsburgca.gov. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

AUDIENCE REMARKS

The Audience Remarks period is for the public to comment on any items scheduled to be heard during the Closed Session portion of the meeting, if applicable.

6:00 PM - CONVENE IN CLOSED SESSION

1. Conference with Labor Negotiators Pursuant to Section 54957.6
City Designated Representatives: Garrett Evans, Maria Aliotti, Jennifer Brizel, Paul Rodrigues, Eric Scriven and Matt DeFilippis (NHA Advisors)
Employee Organizations: Pittsburg Police Officer Association and Pittsburg Police Managers Group

7:00 PM - CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

2. National Sexual Assault Awareness Month
3. National Fair Housing Month
4. National Library Week

CITY MANAGER REPORTS/REMARKS

The City Manager may make brief announcements or informal comments at this time and brief the Council on items of interest. (No Action Required)

PUBLIC COMMENTS

Members of the audience who wish to address the City Council or Agency Boards on issues that are not scheduled for the agenda and on any items listed as part of the Consent Calendar should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. (No Action Required)

COMMITTEE REPORTS

Council Members may make a report on their committee assignments at this time. (see attached list of adhoc committees and other public agencies in which Council members participate). (No Action Required)

CONSIDERATION

5. Adoption of a City Council Resolution Accepting Project 2050-Safe Routes to School as Complete and Authorizing the City Engineer to File a Notice of Completion

Project 2050-Safe Routes to School (the “Project”) installed rectangular rapid flashing beacons (RRFBs) and pedestrian signage at five school crossings. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

6. Adoption of a City Council Resolution Accepting Project 4097-FY 2023/24 CDBG ADA Curb Ramp Installation as Complete, Authorizing the City Engineer to File a Notice of Completion, and Allocating Remaining Funds

Project 4097- FY 2023/24 Community Development Block Grant (CDBG) American with Disabilities Act (ADA) Curb Ramp Installation (“the Project”), is for the construction of 17 curb ramps in the neighborhoods located in the Parkside Manor, Carnegie Manor, and Rancho Medanos subdivisions. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

CONFLICT OF INTEREST STATEMENT

City Council/Agency Members may make any conflict of interest declarations pertaining to Consent Calendar items at this time.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY, SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR

7. Adoption of a City Council Resolution Approving the Final Map, Subdivision Improvement Agreement, and Improvement Plans for Subdivision 9550 Liberty II Subdivision

The Final Map, Improvement Plans, and Subdivision Improvement Agreement for Subdivision 9550, Liberty II Subdivision are ready for approval. This Resolution will authorize the City Manager to execute the Subdivision Improvement Agreement and approve the Final Map and Improvement Plans.

8. Adoption of a City Council Resolution Authorizing the Execution of a Third Amendment to Consulting Services Agreement with 4LEAF, Inc. for Building Inspector and Chief Building Official Services

The proposed item would authorize the execution of the Third Amendment to the Consulting Services Agreement (“Third Amendment”) with 4LEAF, Inc. (4LEAF) in an amount not to exceed \$450,000. This amount would allocate an additional \$250,000 to the existing contract amount of \$250,000 for building inspector and chief building official services.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

Council Members may request items to be considered for future agendas. An item will only be brought forward with a majority vote and will appear on a future agenda with staff recommendations for further Council consideration.

COUNCIL MEMBER REMARKS

Council Members may make brief announcements or informal comments at this time. (No Action Required)

ADJOURNMENT TO APRIL 15, 2024

NOTICE TO PUBLIC

GENERAL INFORMATION

Copies of the open session agenda packets, as distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except City holidays). Full agenda packets are also located on the City's website at www.pittsburgca.gov. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given up to three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS

Persons who wish to speak on Public Hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to public comment and brought to the Council/Agency level for discussion and action. Further comment from the audience will not be received unless requested by the Council/Agency.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action taken by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled residents. Upon request, an agenda for any meeting shall be made available in appropriate alternative formats. The Council Chamber is equipped with sound amplifier units for use by the hearing impaired. The units operate in conjunction with the Chamber's sound system. You may request the sound amplifier from the City Clerk for personal use during Council meetings. If you need special assistance to participate in this meeting, or are requesting a specially formatted agenda, please contact the City Clerk at (925) 252-4850. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format. (28 CFR 35.102-35.104 ADA Title II)

DISRUPTIVE CONDUCT

The Council requests that you observe the order and decorum of our Council Chamber by turning off or setting to vibrate all cellular telephones and electronic devices, and that you refrain from making personal, impertinent, or slanderous remarks. Boisterous and disruptive behavior while the Council is in session, and the display of signs in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting, is a violation of our Municipal Code and any person who engages in such conduct can be ordered to leave the Council Chamber by the Mayor.

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.pittsburgca.gov on the Agendas and Live Meetings page. Past meetings and approved minutes are also archived on that webpage. Watch the live meeting via the City's webcast (www.pittsburgca.gov - Agendas and Live Meetings), on Comcast Channel 24 Delta TV, AT&T U-Verse Channel 99 Delta TV. Contact the City Clerk's office at (925) 252-4850 for more information

City Council Agency/Liaison/Subcommittee Assignments as of February 20, 2024

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
ABAG	Dionne Adams / Jelani Killings Alternate	Standing	Annual		G. Evans
Delta Diablo*	Juan Banales / Shanelle Scales-Preston Alternate	Standing	2nd Wednesday	4:30 PM	J. Samuelson
East Co. Co. County Habitat Conservancy	Angelica Lopez / Juan Banales Alternate	Standing	4th Monday Bi-Monthly	2:00 PM	J. Davis
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual		J. Samuelson
MCE Clean Energy Board	Shanelle Scales-Preston / Angelica Lopez Alternate	Standing	Quarterly	7:00 PM	D. Buchanan
TRANSPLAN / ECCRFFA	Shanelle Scales-Preston / Juan Banales Alternate	Standing	2nd Thursday	6:30 PM	J. Samuelson
Tri-Delta Transit (2 reps)**	Shanelle Scales-Preston & Dionne Adams / Jelani Killings Alternate	Standing	4th Wednesday	4:00 PM	J. Samuelson

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
East Bay League of California Cities	Shanelle Scales-Preston / Jelani Killings Alternate	Standing	3rd Thursday		G. Evans
Los Medanos Health Advisory Committee	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed		M. Aliotti
Mayor's Conference	Juan Banales / Jelani Killings Alternate	Standing	1st Thursday	6:30 PM	G. Evans
Pittsburg Police Activities League (PAL)	Shanelle Scales-Preston & Angelica Lopez / Dionne Adams Alternate	Standing	Monthly		S. Albanese
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Dionne Adams Alternate	Standing	Quarterly		M. Aliotti

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
Budget Sustainability	Juan Banales & Jelani Killings	Ad Hoc	As needed		G. Evans
Community and Economic Development	Jelani Killings & Dionne Adams / Juan Banales Alternate	Standing	2nd Wednesday	5:00 PM	J. Davis
Finance Management	Juan Banales & Jelani Killings / Shanelle Scales-Preston Alternate	Standing	3rd Friday	4:00 PM	P. Rodrigues
Government Performance	Juan Banales & Jelani Killings	Ad Hoc	4th Friday	4:00 PM	J. Brizel
Infrastructure and Transportation	Shanelle Scales-Preston & Dionne Adams / Juan Banales Alternate	Standing	4th Thursday	5:30 PM	J. Samuelson
Life Enrichment	Dionne Adams & Angelica Lopez / Shanelle Scales-Preston Alternate	Standing	3rd Wednesday	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Shanelle Scales-Preston & Jelani Killings	Standing	As needed		K. Simonton
Public Safety	Shanelle Scales-Preston & Angelica Lopez / Jelani Killings Alternate	Standing	1st Wednesday	5:30 PM	S. Albanese
Tobacco, Cannabis, Alcohol Policy Review	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed		G. Evans

*Stipend of \$170 per month

** Stipend of \$100 per month



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

Proclamation

NATIONAL SEXUAL ASSAULT AWARENESS MONTH APRIL 2024

WHEREAS, Sexual Assault Awareness Month (SAAM) calls attention to the fact that sexual violence is widespread and impacts every person in every community; and

WHEREAS, SAAM aims to raise public awareness about sexual abuse, harassment, and assault and educate communities about how to be involved in prevention; and

WHEREAS, this year's SAAM campaign theme, Building Connected Communities, calls on each of us to work together to prevent sexual abuse, harassment, and assault; and

WHEREAS, we believe when anyone experiences sexual violence, every community member is affected; and

WHEREAS, we must strive to build more connected, respectful, and inclusive communities to promote our collective well-being and protect against the risk of sexual violence; and

WHEREAS, we believe all of our communities will be safer and stronger by making them more equitable for people of all gender identities and sexual orientations, races and ethnic backgrounds, ages, faiths, and abilities; and

WHEREAS, the Building Connected Communities campaign is an opportunity for our community to join with others around the world in committing to prevent sexual abuse, assault, and harassment; and

WHEREAS, we join advocates and communities across the country in taking action to prevent sexual violence.

NOW, THEREFORE, I, Juan Antonio Banales, on behalf of the City Council of the City of Pittsburg, do hereby proclaim April 2024 as National Sexual Assault Awareness month and each day of the year is an opportunity to create change for the future.



Juan Antonio Banales, Mayor

Alice E. Evenson, City Clerk



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

Proclamation

NATIONAL FAIR HOUSING MONTH APRIL 2024

WHEREAS, the Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the City of Pittsburg is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, for fifty-six years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness; and

WHEREAS, we declare that Pittsburg is an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents.

NOW, THEREFORE, I, Juan Antonio Banales, on behalf of the City Council of the City of Pittsburg, do hereby proclaim April 2024 as National Fair Housing Month in the City of Pittsburg.



Juan Antonio Banales, Mayor

Alice E. Evenson, City Clerk

ATTEST: April 2, 2024



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

Proclamation

NATIONAL LIBRARY WEEK

"Ready, Set, Library!"

APRIL 7-13, 2024

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions; and

WHEREAS, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve; and

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

WHEREAS, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, I, Juan Antonio Banales, on behalf of the City Council of the City of Pittsburg, do hereby proclaim April 7-April 13, 2024 as National Library Week in the City of Pittsburg and encourage all residents to visit our library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!



Juan Antonio Banales, Mayor

Alice E. Evenson, City Clerk

ATTEST: April 2, 2024



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Project 2050 - Safe Routes to School as Complete and Authorizing the City Engineer to File a Notice of Completion

MEETING DATE: April 2, 2024

EXECUTIVE SUMMARY

Project 2050 - Safe Routes to School (the "Project") installed rectangular rapid flashing beacons (RRFBs) and pedestrian signage at five school crossings. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

FISCAL IMPACT

The Project was funded with \$105,000 from the Transportation Development Act (TDA) Grant (Resolution No. 23-14226), and \$50,000 from Measure J Funds (Resolution No. 23-14397) for a total project budget of \$155,000.

The City entered a construction contract with St. Francis Electric, LLC, for \$83,970. The final construction cost for the Project is \$82,780. After payment of all expenditures for design, construction, release of retention, and project close out, the total anticipated expenditures for the Project are \$147,050. Any unspent funds pertaining to the Project will be returned to the source of funding.

An estimated Expenditures Summary is attached to this staff report.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the Project as complete and authorizing the City Engineer to execute a Notice of Completion.

BACKGROUND

On January 17, 2023, the City Council adopted Resolution No. 23-14226 accepting the Metropolitan Transportation Commission (MTC) Fiscal Year 2022/23 Transportation Development Act Article 3 Pedestrian/Bicycle Project Grant and allocating \$105,000 in grant funding to the Project.

On September 21, 2023, the Project was advertised for construction.

On October 11, 2023, bids for construction of the Project were opened and St. Francis Electric, LLC, was the lowest responsive responsible bidder with a base bid of \$83,970.

On November 6, 2023, the City Council adopted Resolution No. 23-14397 accepting the plans and specifications, approving and allocating an additional \$50,000 in Measure J funds, and awarding Project 2050 - Safe Routes to School.

On March 7, 2024, the contractor completed the project.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The City installed RRFBs and signage at five (5) school crossings to increase safety for pedestrians. The locations were selected based on goals set in the 2020 Pittsburg Moves Active Transportation Plan. Input from Safe Routes to School Workshops hosted by the City of Pittsburg and Walking Audits led by Contra Costa Health Services were also used to select these locations. All five (5) crossing locations are uncontrolled crosswalks within 900 feet of a school. This makes the locations priorities for crosswalk enhancement. RRFBs increase visibility at crossing locations and help drivers yield to pedestrians.

During construction, there was one (1) contract change order issued in the combined amount of -\$1,190 for a total construction contract amount of \$82,780. The actual quantities necessary to complete Contract work were less than the original bid estimate. The change order deducted these quantities.

ATTACHMENTS: Resolution
 Expenditures Summary

Report Prepared By: Savon Reese, Assistant Engineer

**Safe Routes to School
Project 2050 - Revised Budget Summary**

Project Funding

2050	TDA Grant	\$105,000
	Measure J	\$50,000
Funding Total		\$155,000

Project Expenditures:

Construction:	Construction	\$82,780
(Code 2281)	Advertising	\$630
	Purchase RRFBs & Signage	\$43,640
	Subtotal	\$127,050

Staff Time:	Staff Design	\$5,000
(Code 1101)	Staff Construction Management	\$5,000
	Subtotal	\$10,000

Admin:	Staff Design	\$5,000
(Code 2372)	Staff Construction Management	\$5,000
	Subtotal	\$10,000

Estimated Total Expenditures \$147,050

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Project 2050 - Safe Routes to)
School as Complete and Authorizing the)
City Engineer to File a Notice of)
Completion)

RESOLUTION NO. 24-

WHEREAS, Project 2050 - Safe Routes to School (the "Project") installed rectangular rapid flashing beacons (RRFBs) and signs at five school crossing locations; and

WHEREAS, on January 17, 2023, the City Council adopted Resolution No. 23-14226 accepting the Metropolitan Transportation Commission (MTC) FY 2022/23 Transportation Development Act (TDA) Article 3 Pedestrian/Bicycle Project Grant and allocating \$105,000 in grant funding to the Project; and

WHEREAS, on September 21, 2023, staff advertised the Project for construction bids; and

WHEREAS, on October 11, 2023, construction bids for the Project were opened, two (2) bids were received, and St. Francis Electric, LLC, was the lowest responsive responsible bidder with a base bid in the amount of \$83,970; and

WHEREAS, on November 6, 2023, the City Council adopted Resolution No. 23-14397 accepting the plans and specifications, approving and allocating an additional \$50,000 in Measure J funds, and awarding Project 2050-Safe Routes to School; and

WHEREAS, there was one contract change order in the combined amount of -\$1,190 for a total construction contract amount of \$82,780; and

WHEREAS, on March 7, 2024, the contractor completed the project; and

WHEREAS, the total anticipated expenditures for the Project including design, construction, and staff costs are \$147,050, and the remaining balance will be returned to the source of funding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby accepts the Project as complete and authorizes the City Engineer to execute a Notice of Completion and file said document with the Office of the Recorder of the County of Contra Costa, State of California, within 10 days from the date hereof.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 2nd day of April 2024 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST BY:

Juan Antonio Banales, Mayor

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Project 4097 – Fiscal Year 2023/24 CDBG ADA Curb Ramp Installation as Complete, Authorizing the City Engineer to File a Notice of Completion, and Allocating Remaining Funds

MEETING DATE: April 2, 2024

EXECUTIVE SUMMARY

Project 4097 – Fiscal Year 2023/24 Community Development Block Grant (CDBG) American with Disabilities Act (ADA) Curb Ramp Installation (the “Project”) is for the construction of 17 curb ramps in the neighborhoods located in the Parkside Manor, Carnegie Manor, and Rancho Medanos subdivisions. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

FISCAL IMPACT

The Project was funded by CDBG in the amount of \$220,000 and was completed within the approved budget. After payment of all expenditures for design, construction, release of retention, and project closeout, the total anticipated expenditures for the Project are \$165,000. Staff estimates a remaining balance of \$55,000, which will be allocated to Project 2133 - Trail Crossing Improvements, with adoption of this resolution.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the Project as complete and authorizing the City Engineer to execute a Notice of Completion. Staff further recommends all unspent funds be allocated to Project 2133 - Trail Crossing Improvements.

BACKGROUND

On May 15, 2023, City Council adopted Resolution No. 23-14295 approving the Community Development Block Grant 2023-2024 Annual Action Plan and approving the CDBG subcommittee recommendation authorizing funding for the Project in the amount of \$220,000.

On September 8, 2023, staff distributed the Project for construction bids.

On October 2, 2023, proposals for construction were received, and Arias Concrete Contractor Inc. was the lowest responsive responsible bidder with a base bid in the amount of \$144,965.

On October 16, 2023, with adoption of Resolution No. 23-14390, the plans and specifications were accepted, and a construction contract was awarded to Arias Concrete Contractor Inc.

On November 17, 2023, the Notice to Proceed was issued to Arias Concrete Contractor Inc.

On March 1, 2024, Arias Concrete Contractor Inc. completed construction of the Project.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a Subcommittee.

STAFF ANALYSIS

The Project provided accessibility ramps and sidewalks within the neighborhoods located in the Parkside Manor, Carnegie Manor, and Rancho Medanos subdivisions. There was one contract change order in the amount of \$4,756 for additional ramp and sidewalk square footage. To utilize more of the grant funds, the remaining balance is recommended to be allocated to Project 2133 - Trail Crossing Improvements. Project 2133 is in an area that qualifies for CDBG funding and will involve similar aspects of work.

The Project was completed on time and within the budget approved by the City Council.

ATTACHMENTS: Resolution
 Budget Summary

Report Prepared By: Andrew Peters, Assistant Engineer

Project Budget Summary
Project 4097, 2023/24 CDBG ADA Curb Ramp Installation

Project Funding:	<u>2023/24 CDBG Grant</u>	<u>\$220,000</u>
	Funding Total	\$220,000

Project Expenditures:

Design: (Code 2122)	Consultant Design	\$0
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Subtotal	\$0
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Miscellaneous: (Code 1399)		\$632
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Subtotal	\$632
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Construction: (Code 2281)	Base Bid	\$144,965
	Contingency	\$4,756

Subtotal	\$149,721
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Staff Time: (Code 1101)	Staff Costs During Design	\$6,000
	Staff Costs During Construction	\$8,646

Subtotal	\$14,646
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Estimated Expenditures Total	\$165,000
Remaining Balance	\$55,000.00

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Project 4097- FY 2023/24)
CDBG ADA Curb Ramp Installation)
as Complete, Authorizing the City)
Engineer to File a Notice of Completion,))
and Allocate Remaining Funds)

RESOLUTION NO. 24-

WHEREAS, Project 4097 – Fiscal Year 2023/24 Community Development Block Grant (CDBG) American with Disabilities Act (ADA) Curb Ramp Installation (the “Project”) constructed 17 curb ramps in the neighborhoods located in the Parkside Manor, Carnegie Manor, and Rancho Medanos subdivisions; and

WHEREAS, on May 15, 2023, the City Council adopted Resolution No. 23-14295 approving the Community Development Block Grant 2023/24 Annual Action Plan and approving the CDBG subcommittee recommendation authorizing funding for the Project in the amount of \$220,000; and

WHEREAS, on October 2, 2023, bids for construction were opened. Arias Concrete Contractor Inc. was the lowest responsive responsible bidder with a base bid in the amount of \$144,965; and

WHEREAS, on October 16, 2023, with adoption of Resolution No. 23-14390, the plans and specifications were accepted, and a construction contract was awarded to Arias Concrete Contractor Inc.; and

WHEREAS, on November 17, 2023, the Notice to Proceed was issued to Arias Concrete Contractor Inc.; and

WHEREAS, on March 1, 2024, Arias Concrete Contractor Inc. completed construction of the Project; and

WHEREAS, after payment of all expenditures for design, construction, release of retention, and project closeout, the total anticipated expenditures for the Project are \$165,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby accepts the Project as complete and authorizes the City Engineer to execute a Notice of Completion and file said document with the Office of the Recorder of the County of Contra Costa, State of California, within 10 days from the date hereof.

BE IT FURTHER RESOLVED, that the City Council of the City of Pittsburg hereby allocates the remaining funds to Project 2133 - Trail Crossing Improvements.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 2nd day of April 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Final Map, Subdivision Improvement Agreement, and Improvement Plans for Subdivision 9550 Liberty II Subdivision

MEETING DATE: April 2, 2024

EXECUTIVE SUMMARY

The Final Map, Improvement Plans, and Subdivision Improvement Agreement for Subdivision 9550, Liberty II Subdivision are ready for approval. This Resolution will authorize the City Manager to execute the Subdivision Improvement Agreement and approve the Final Map and Improvement Plans.

FISCAL IMPACT

Costs for plan review and processing of the project plans are revenue neutral. Staff costs are recovered through typical revenues collected for major subdivision projects in Fund 110 (General Fund).

RECOMMENDATION

City Council adopt the attached resolution authorizing the City Manager to execute the Subdivision Improvement Agreement for Subdivision 9550, Liberty II Subdivision and approving the Final Map and Improvement Plans.

BACKGROUND

On August 19, 2022 the Planning Commission adopted Resolution 10196 recommending the City Council approve a General Plan Amendment, Rezoning, Vesting Tentative Map, and Design Review for a 17-lot single-family residential development adjacent to 360 Central Avenue, known as the Liberty II subdivision.

On September 19, 2022, the City Council approved the General Plan Map Amendment, Rezoning, Vesting Tentative Subdivision Map, and Design Review, with the adoption of Resolution 22-14162.

On October 3, 2022 the City Council Adopted Ordinance 22-1502 approving the project proposal in its entirety including the proposed Zoning Map Amendment.

SUBCOMMITTEE FINDINGS

On April 16, 2021, Pittsburg Planning Staff Presented the conceptual plan (AP-21-1556 PPR) to the City of Pittsburg Land Use Subcommittee.

STAFF ANALYSIS

The Final Map, and Improvement and Grading Plans for Subdivision 9550, Liberty II Subdivision, are in substantial conformance with the approved Vesting Tentative Map, subdivision regulations, and construction standards.

Approval of the Final Map, Improvement Plans, and Subdivision Improvement Agreement is statutorily exempt from environmental review under Article 18, Section 15268 “Ministerial Projects”, of the Guidelines for the Implementation of the California Environmental Quality Act.

ATTACHMENTS: Resolution
 Subdivision Improvement Agreement
 Site Plan

Report Prepared By: Davino Lucido, Assistant Engineer

Recorded At The Request Of:
CITY OF PITTSBURG

Return Recorded Copy To:

CITY OF PITTSBURG
ENGINEERING RECORDS
65 CIVIC AVENUE
PITTSBURG, CA 94565-1518

SUBDIVISION IMPROVEMENT AGREEMENT
Subdivision 9550
Liberty II

THIS AGREEMENT is made and entered into on _____, 2024 by and between Liberty II Developers, LLC., a California corporation (hereinafter referred to as "Developer") and the City of Pittsburg, a municipal corporation, (hereinafter referred to as "City").

WHEREAS, Developer will construct certain public and private improvements in connection with Subdivision 9550, Liberty II for which Improvement Plans have been approved and are on file in the office of the City Engineer. Said improvements include, but are not limited to, those shown and described on the approved Improvement Plans for said subdivision.

NOW, THEREFORE, DEVELOPER AGREES TO:

1. Comply with and/or satisfy all conditions of approval as imposed by the City Council and/or its Commissions.
2. Construct all infrastructure improvements as indicated in the approved Improvement Plans and Grading Plans in compliance with the City's Standard Specifications and the City's Standard Details.
3. All subdivision improvements shall be completed within thirty six (36) months from the date of approval of the Final Map by the City Council.
4. Incorporate all reasonable modifications to the approved plans during construction as directed by the City Engineer, when required by field conditions and/or public safety.
5. Obtain written approval from the City Engineer prior to performance of any construction not in compliance with the approved plans and specifications.

6. Conform to all applicable provisions of state and federal law and the Pittsburgh Municipal Code.
7. Comply with all of the Contra Costa Fire Protection District's requirements including, but not limited to fire flow, residual pressure, hydrant locations, and accessibility.

Pay the following fees and deposits to the City, prior to the execution of this Agreement:

8. The Improvement Plan Review Fee in the amount of Fifteen Thousand, Eight Hundred Seventy-Seven Dollars (\$15,877). An initial payment Eleven Thousand Seven Hundred Fifty-Four Dollars (\$11,754) was paid to the Engineering Department for initial review of the improvement plans. The remaining balance is to be paid in the amount of Four Thousand, One Hundred Twenty-Three (\$4,123).
9. An Improvement Inspection Fee of Twenty-Six Thousand, Four Hundred and Sixty-Two Dollars (\$26,462).
10. The Grading Plan Review Fee in the amount of One Thousand Seventy-Five Dollars (\$1,075). An Initial Payment of Five Hundred Thirty-Eight Dollars (\$538) was paid to the Engineering Department for initial review of the grading plans. The remaining balance is to be paid in the amount of Five Hundred Thirty-Seven (\$537).
11. A Grading Inspection Fee of One Thousand, Two Hundred Ninety Dollars (\$1,290).
12. A Sanitary Sewer Closed Circuit Television Inspection Deposit in the amount of One Thousand Forty Dollars (\$1,040).
13. A Sanitary Storm Closed Circuit Television Inspection Deposit in the amount of One Thousand Forty Dollars (\$1,040).
14. A Geographical Information System Fee (G.I.S.) in the amount of One Thousand Eight Hundred Seventy Dollars (\$1,870).
15. The developer shall pay an NPDES Plan Review fee of Four Thousand Four Hundred and Sixty-Two Dollars (\$4,364).
16. The developer shall pay an NPDES inspection deposit of Thirty Thousand Dollars (\$30,000).

The Developer shall pay the following fees prior to the issuance of Building Permits:

17. The Developer shall pay the Parkland Dedication In-Lieu Fee, (PMC Chapter 17.32) to the Engineering Department at the valuation rate in effect at the time of Building Permit Issuance.

18. The Developer shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") to the Engineering Department, for water and sewer service in the amounts in effect when the applicant obtains a Building Permit. The FRC shall be paid to the Engineering Department prior to the issuance of a Building Permit.

The Developer shall pay the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF") to the Engineering Department in the amount in effect when Developer obtains a Building Permit.

The Developer shall pay the Regional Traffic Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") to the Engineering Department in the amount in effect when Developer obtains a Building Permit.

19. Provide certificates on a form approved by the City for the following insurance coverage:

- a. Workers' Compensation Insurance, and
- b. Liability insurance in the amount of One Million Dollars and No Cents (\$1,000,000.00) Personal Injury, and Five Hundred Thousand Dollars and No Cents (\$500,000.00) Property Damage.

Said insurance coverage shall be maintained in full force and effect throughout the life of this Agreement and all policies shall provide for at least thirty (30) days prior notice to City before cancellation. Should said coverage(s) lapse at any time, City shall have the right to:

- a. Procure said insurance(s) on behalf of the Developer and Developer shall reimburse City for any and all costs incurred thereof; or
- b. Order all subdivision construction stopped until new certificate(s) of coverage are provided and deemed satisfactory to the City.

20. Developer shall defend, indemnify and hold harmless the City, its officers and employees from any and all actions or causes of action filed by any person or persons claiming damage as a result of this approval or the public improvement work required hereunder and to pay any and all reasonable

attorney's fees incurred by the City as a result of any legal action which may arise in connection therewith.

21. Developer shall provide a surety in the amount of Three Hundred Fifty-Two Thousand, Eight Hundred Twenty-Four Dollars (\$352,824) prior to City Council's approval of the Final Map and Improvement Plans. The surety shall be in accordance with the State Subdivision Map Act, and as approved by the City Engineer.
22. Prior to acceptance of the subdivision as complete by the City Council, the Developer shall submit a copy of the recorded Final Map and record drawings for grading and subdivision improvements.
23. The Developer shall provide a Warranty Bond in the amount of Thirty-Five Thousand, Two Hundred Eighty-Two Dollars (\$35,282). This warranty bond shall be released only upon correction of any defects or failures, including cause of failure or defect, of the subdivision improvements to the satisfaction of the City Engineer.
24. Warranty all improvements installed pursuant to this Agreement for twelve (12) months after the City Council's acceptance date for the public improvements as complete.

IT IS MUTUALLY STIPULATED AND AGREED THAT:

1. The public improvements installed in connection with this Agreement shall not be considered accepted as complete until the City Council adopts a resolution accepting said improvements as being in compliance with the approved plans and specifications and any approved modifications thereto.

Public improvements are those specifically defined as being located within public or proposed public roadways or easements and accepted by City Council resolution. Other improvements shall be constructed in accordance with the City's Standard Specifications and Standard Details and shall be appropriately inspected by the City, but will not be maintained by the City.

Adoption of said resolution, periodic and/or progress inspections, acceptance of any portion of said work, or approvals of any other nature shall not bind the City to accept any modification made to the approved plans without the City Engineer's approval.

2. Time is of the essence in this Agreement and the obligations undertaken herein shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date first written above.

CITY OF PITTSBURG

Liberty II Developers, LLC.

Garrett Evans, City Manager

Albert D. Seenno, III

ATTEST:

President

Alice E. Evenson, City Clerk

APPROVED AS TO FORM:

City Attorney

Developer must attach Notary Statement

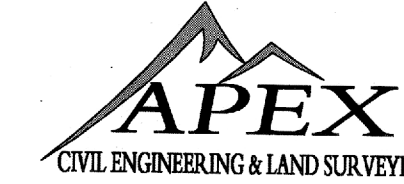
Site Plan

SUBDIVISION 9550

"LIBERTY PHASE II"

BEING A SUBDIVISION OF PARCEL 'B' AS SHOWN
ON THE PARCEL MAP WAIVER PMW 22-07
RECORDED IN SERIES NO. 2022-0102751, CONTRA
COSTA COUNTY RECORDS. BEING A PORTION OF
THE RANCHO LOS MEDANOS
CITY OF PITTSBURG

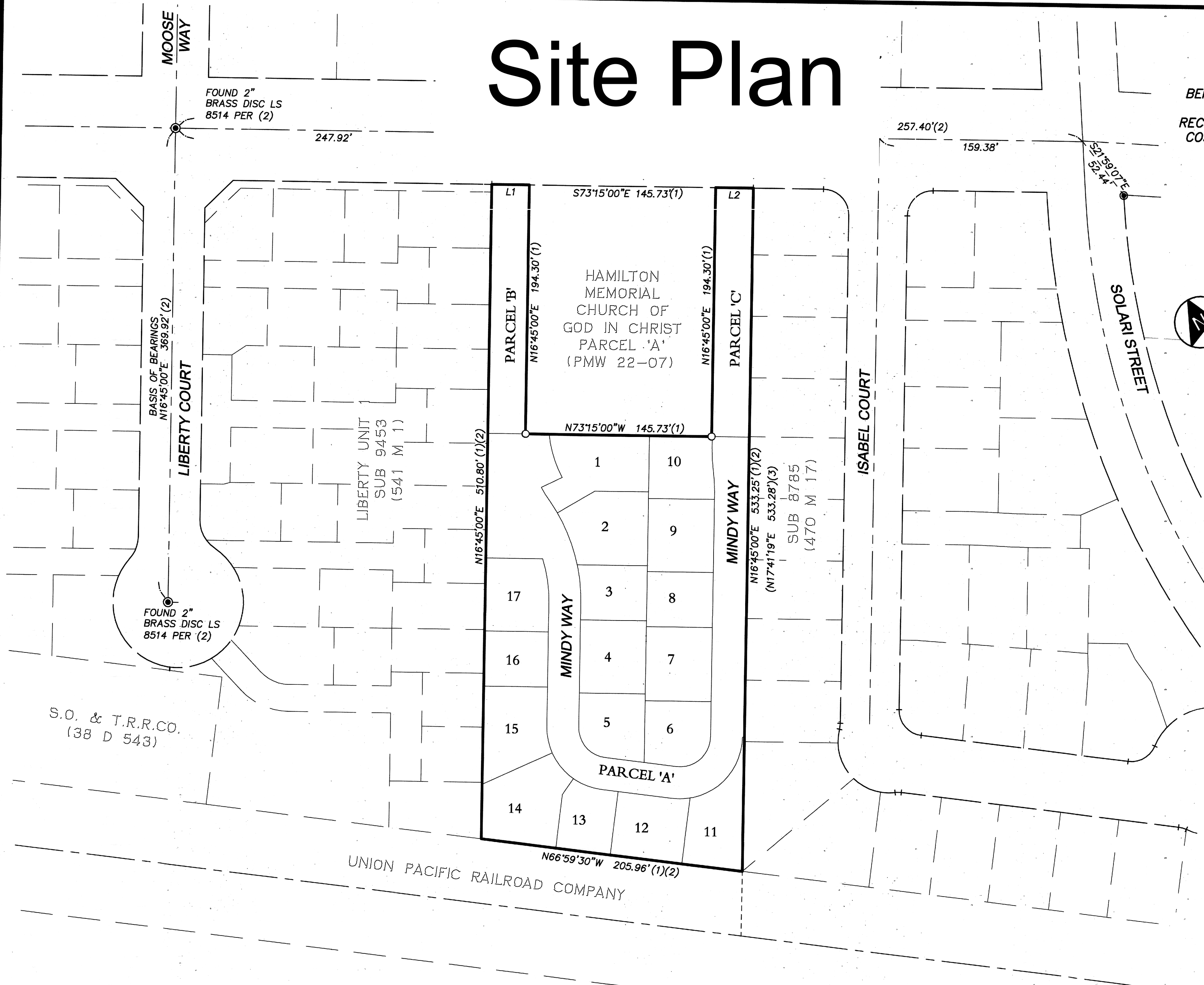
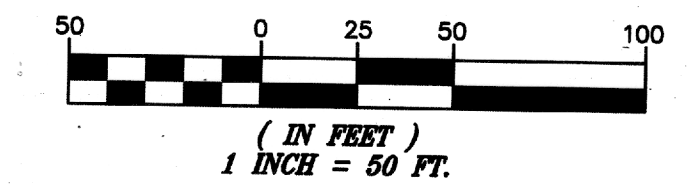
CONTRA COSTA COUNTY, CALIFORNIA



817 Arnold Drive, Ste. 50
Martinez, CA 94553
Ph: (925) 476-8499
www.apexce.net

JANUARY 2024

SCALE: 1"=50'



BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Final Map, Improvement)
And Grading Plans, and Subdivision)
Improvement Agreement for Subdivision)
9550 Liberty II)

RESOLUTION NO. 24-

WHEREAS, on August 19, 2022, the Planning Commission adopted Resolution No. 10196 recommending the City Council approve a General Plan Amendment, Rezoning, Vesting Tentative Map, and Design Review for a 17-lot single-family residential development adjacent to 360 Central Avenue, known as the Liberty II subdivision; and

WHEREAS, on September 19, 2022, the City Council approved the General Plan Map Amendment, Rezoning, Vesting Tentative Subdivision Map, and Design Review, with the adoption of Resolution No. 22-14162; and

WHEREAS, on October 3, 2022, City Council adopted Ordinance No. 22-1502 approving the project proposal in its entirety including the proposed Zoning Map Amendment; and

WHEREAS, the City Engineer certifies that the Final Map, Improvement and Grading Plans for Subdivision 9550, are in substantial conformance with the approved Vesting Tentative Map; and

WHEREAS, staff recommends that the City and Liberty II Developers, LLC. (Developer) enter into a Subdivision Improvement Agreement (the "Improvement Agreement") guaranteeing satisfactory completion by the Developer of all improvements related to Subdivision 9550, Liberty II Subdivision; and

WHEREAS, the Developer will pay all other required fees and provide all necessary bond requirements as outlined in the Improvement Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the Final Map and Improvement and Grading Plans, authorizes the City Engineer or designee to sign the plans, and authorizes the City Manager to execute the Subdivision Improvement Agreement.

BE IT FURTHER RESOLVED, that the City engineer is authorized and directed to file the fully executed Subdivision Improvement Agreement with the Office of the Recorder of the County of Contra Costa, State of California.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 2nd day of April 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the Execution of Third Amendment to Consulting Services Agreement with 4LEAF, Inc. for Building Inspector and Chief Building Official Services

MEETING DATE: April 2, 2024

EXECUTIVE SUMMARY

The proposed item would authorize the execution of the Third Amendment to the Consulting Services Agreement (Third Amendment) with 4LEAF, Inc. (4LEAF) in an amount not to exceed \$450,000. This amount would allocate an additional \$200,000 to the existing contract amount of \$250,000 for building inspector and chief building official services.

FISCAL IMPACT

The costs associated with this contract would be covered by salary savings within the Community and Economic Development budget due to unfilled positions in the current fiscal year, grant funds, and Code Enforcement Contractual Services.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to execute the Third Amendment to the Consulting Services Agreement with 4LEAF, Inc. for building inspector and chief building official services.

BACKGROUND

In the last year, there has been an increase of large commercial projects throughout the City of Pittsburg. The City has sought the assistance of a certified Chief Building Official and Building Inspector to assist with the inspections and plan checking for the Building Division. These projects include the construction of the Courtyard by Marriott Hotel, Sprouts grocery store, Dream Courts, Hilton Home 2 Suites, Fisherman's Catch restaurant, and Starbucks.

In August 2022, the City executed a contract with 4LEAF in an amount of \$50,000 for building inspection and chief building official services. On February 8, 2023, the City and 4LEAF executed the First Amendment to the Consulting Services Agreement to increase the contract amount to \$75,000. On July 25, 2023, the City and 4LEAF extended the duration and increased the contract amount to \$250,000.

SUBCOMMITTEE FINDINGS

The item was not presented to a subcommittee.

STAFF ANALYSIS

Staff recommends the City continue to utilize 4LEAF to continue building inspector and chief building official services. 4LEAF was chosen due to their extensive resources and expertise in building inspection, chief building official, and building code enforcement services. 4LEAF also maintains a staff of numerous certified chief building officials and building inspectors to ensure someone is always available to staff.

The contract would be paid using salary savings within the Building Division budget due to unfilled positions. However, it should be noted that the contract inspector and chief building official may complete “in house” plan checks, reducing the amount spent on outside plan check services and increasing plan check revenues.

ATTACHMENTS:

1. Resolution
2. Third Amendment
3. Consulting Services Agreement, First Amendment and Second Amendment

Report Prepared By: Candace Hatch, Administrative Analyst I

**THIRD AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG
AND 4 LEAF, INC.**

This Third Amendment to the Principal Agreement made and entered into on August 15, 2022, hereafter referred to as Agreement, between 4LEAF, Inc., a California Corporation, therein referred to as Consultant, and the City of Pittsburgh, a municipal corporation, therein referred to as City, is made and entered into on this 28th day of February, 2024.

WHEREAS, the parties entered into an Agreement for building inspector and chief building official services; and

WHEREAS, the parties desire to extend the duration of an Agreement for on call building inspector and chief building official services to increase the compensation amount accordingly.

NOW, THEREFORE, Consultant and City do mutually agree as follows:

1. Term. Section 1.1 remains the same per Second Amendment.

2. Compensation. Section 2 of the Agreement is hereby amended to read as follows: City shall compensate 4LEAF, Inc. for the performance of Services at the rates shown on Exhibit B. City hereby agrees to pay Consultant a sum not to exceed four hundred fifty thousand dollars (\$450,000), as set forth in Exhibit A, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under the Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

3. Integration. This Third Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Third Amendment. Third Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

4. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the Agreement, the provisions of this Third Amendment shall control in all respects.

5. Ambiguities. The parties have each carefully reviewed this Third Amendment and have agreed to each term of this Third Amendment. No ambiguity shall be presumed to be construed against either party.

6. Counterparts. This Third Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

7. Authority. The person signing this Third Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this Third Amendment on behalf of Consultant.

The remainder of this page left intentionally blank.

IN WITNESS WHEREOF, the parties have entered into this Third Amendment on the day and year first hereinabove appearing.

CONSULTANT:

4LEAF, Inc., a California Corporation

By: _____
Kevin Duggan, President

CITY:

CITY OF PITTSBURG, a municipal
corporation of the State of California

By: _____
Garrett Evens, City Manager

APPROVED AS TO FORM:

By: _____
Donna Mooney, City Attorney

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
4LEAF, INC.**

THIS Agreement ("Agreement") for on call building inspection and chief building official services is made by and between the City of Pittsburg, a California municipal corporation ("City"), and 4LEAF, Inc., a California Corporation ("Consultant") (together referred to as the "Parties") as of August 15, 2022 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2023 or the date the total compensation set forth in Section 2 of this Agreement is fully expended, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 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, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such 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 herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Fifty Thousand Dollars (\$50,000), as set forth in Exhibit A, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

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, unless waived by the City Manager, or his or her designee:

- 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 hereunder;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60-day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit A and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit A are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent

edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from

Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds 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 herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 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: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and

expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 5.1 shall survive any expiration or termination of this Agreement.

- 5.2 PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature 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.
- 7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, 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.
- 7.5 **Registration and Monitoring.** Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a). Additionally, Consultant is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as

provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

The Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with Labor Code Section 1775, which establishes a penalty per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage.

In accordance with Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Such records shall be in kept, maintained and made available in accordance with the requirements of Labor Code Section 1776.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. 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 City Manager, or his or her designee.

8.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 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:

8.5.1 Immediately terminate the Agreement;

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

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to 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.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final

versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. 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. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all 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 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and 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. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 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.

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 10.7 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Notices.** Any notice, demand, request, consent, or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested, Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant: 4LEAF Inc.
2126 Rheem Drive
Pleasanton, CA 94588
ATTN: Mike Leontiades, CBO

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: Director of Community and Economic Development

10.9 Professional Seal. Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent, there are any inconsistencies between this Agreement, the Exhibit, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibit and the Consultant's Proposal, the Exhibit shall control.

Exhibit A Scope of Services and Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

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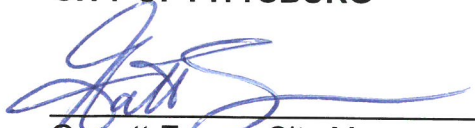
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The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG



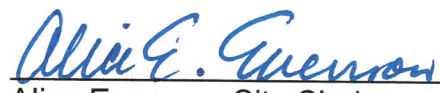
Garrett Evans, City Manager

CONSULTANT: 4LEAF, Inc.

 8/15/22

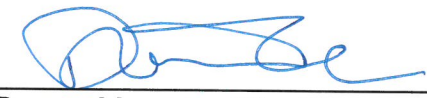
Name: Gene Barry
Title: Vice -President

Attest:



Alice Evenson, City Clerk

Approved as to Form:



Donna Mooney, City Attorney

EXHIBIT A

Duties to be performed by Consultant for the City's Building Division.

SCOPE OF DUTIES:

At the request of, and as directed by the City's Permanent Chief Building Official, Richard Abono, Consultant shall provide on-call building inspection services as well as on-call Chief Building Official services. Building inspection services shall be provided on an as-needed basis as determined by the Permanent Chief Building Official or their designee. Chief Building Official services shall be provided on an as-needed basis as determined by the Permanent Chief Building Official or their designee. City will provide a vehicle for Building Inspection services.

COMPENSATION SCHEDULE:

City shall be billed hourly at the following rates:

Schedule of Hourly Rates	
Description	Hourly Rate
Chief Building Official	\$170
Combination Building Inspector	\$135
Residential Building Inspector	\$105

REIMBURABLE EXPENSES:

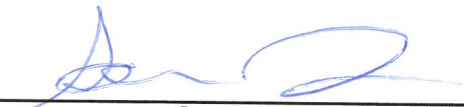
Reimbursable expenses shall be approved by the Director of Community and Economic Development on a case-by-case basis, and shall not exceed 10 percent of the entire contract amount.

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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.

CONSULTANT: 4LEAF, Inc.

By: _____



Gene Barry

Title: _____

Vice President

2784987.1

**FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
4LEAF, INC.**

This First Amendment to Agreement ("First Amendment") for consulting services is made by and between the City of Pittsburgh ("City") and 4LEAF, Inc., ("Consultant") (each separately referred to as a "Party" and together referred to as the "Parties") as of February 8, 2023 (the "Effective Date").

RECITALS

WHEREAS, on August 15, 2022, the City and Consultant entered into an Agreement for Consultant with 4LEAF, Inc., in an amount not to exceed \$50,000.00 to provide on-call building inspection services as well as on-call Chief Building Official services; and

WHEREAS, the parties seek to amend the contract to increase the contract amount by \$75,000.00 for continued on-call building inspector services as well as on-call Chief Building Official services.

NOW THEREFORE, the City and the Consultant, for the considerations hereinafter named, agree as follows:

AMENDMENTS

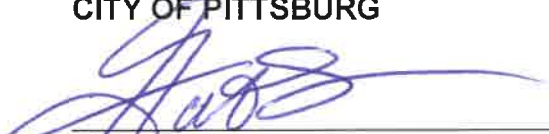
1. The recitals to this First Amendment are by this reference incorporated herein as though set out in full.
2. Section 1 of the Agreement shall remain unchanged.
3. Paragraph 1 of Section 2 of the Agreement is hereby amended to read as follows:

City hereby agrees to pay Consultant a sum not to exceed Seventy Five Thousand (\$75,000), as set forth in Exhibit A of the Agreement, incorporated herein for services to be performed and reimbursable expenses incurred under the Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limited potential City expenditures under this Agreement.

4. Except as otherwise expressly amended or modified herein, the terms and conditions of the Agreement shall remain in full force and effect. Should the validity of this First Amendment be called into question in litigation or otherwise and determined to be invalidated for any reason, such determination shall in no way affect the validity of the Agreement which shall remain in full force and effect in accordance with its original terms.

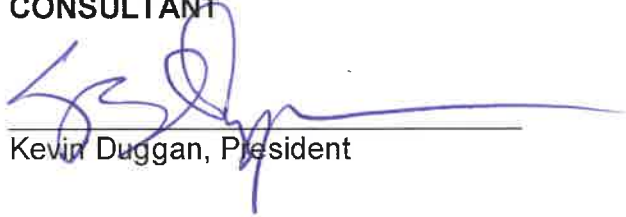
IN WITNESS WHEREOF, the parties hereto have executed the First Amendment to the Agreement effective on the day and year first identified above.

CITY OF PITTSBURG



Garrett Evans, City Manager

CONSULTANT



Kevin Duggan, President

Attest:



Alice E. Evenson, City Clerk

Approved as to Form:



Donna Mooney, City Attorney

**SECOND AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG
AND 4 LEAF, INC.**

This Second Amendment to the Principal Agreement made and entered into on August 15, 2022, hereafter referred to as Agreement, between 4LEAF, Inc., a California Corporation, therein referred to as Consultant, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 25th day of July, 2023.

WHEREAS, the parties entered into an Agreement for building inspector and chief building official services; and

WHEREAS, the parties desire to extend the duration of an Agreement for on call building inspector and chief building official services and increase the compensation amount accordingly.

NOW, THEREFORE, Consultant and City do mutually agree as follows:

1. Term. Section 1.1 of the Agreement is hereby amended to read as follows: The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

2. Compensation. Section 2 of the Agreement is hereby amended to read as follows: City shall compensate 4LEAF, Inc. for the performance of Services at the rates shown on Exhibit B. City hereby agrees to pay Consultant a sum not to exceed two hundred fifty thousand dollars (\$250,000), as set forth in Exhibit A, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under the Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

3. Integration. This Second Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Second Amendment. Second Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

4. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Agreement, the provisions of this Second Amendment shall control in all respects.

5. Ambiguities. The parties have each carefully reviewed this Second Amendment and have agreed to each term of this Second Amendment. No ambiguity shall be presumed to be construed against either party.

6. Counterparts. This Second Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

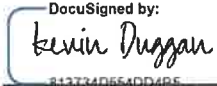
7. Authority. The person signing this Second Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this Second Amendment on behalf of Consultant.

The remainder of this page left intentionally blank.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment on the day and year first hereinabove appearing.

CONSULTANT:

4LEAF, Inc., a California Corporation

By: 
Kevin Duggan, President

CITY:

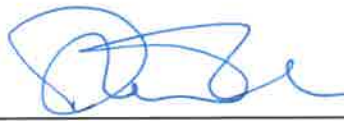
CITY OF PITTSBURG, a municipal corporation of the State of California

By: 
Garrett Evens, City Manager

ATTEST:

By: _____
Alice Evenson, City Clerk

APPROVED AS TO FORM:

By: 
Donna Mooney, City Attorney

IN WITNESS WHEREOF, the parties have entered into this Second Amendment on the day and year first hereinabove appearing.

CONSULTANT:

CITY:

4LEAF, Inc., a California Corporation

CITY OF PITTSBURG, a municipal corporation of the State of California

By: _____
Kevin Duggan, President

By: _____
Garrett Evens, City Manager

ATTEST:

By: Alice E. Evenson
Alice Evenson, City Clerk

APPROVED AS TO FORM:

By: _____
Donna Mooney, City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing the Execution of a Third)
Contract Amendment for a Consultant)
Service Agreement with 4LEAF, Inc.)
for Building Inspector and)
Chief Building Official Services)

RESOLUTION NO. 24-

WHEREAS, within the Building Division, there has been an increase in larger commercial projects through the City of Pittsburgh; and

WHEREAS, the City of Pittsburgh has a need for a building inspector and chief building official services to assist with inspections and to ensure compliance with the California Building Code, California Fire Code, and other model codes adopted; and

WHEREAS, on August 15, 2022, the City executed a contract with 4LEAF, Inc. in an amount of \$50,000 for building inspection and chief building official services; and

WHEREAS, on February 8, 2023, the City and 4LEAF, Inc. executed the First Amendment to the Consulting Services Agreement to increase the contract amount to \$75,000; and

WHEREAS, on July 25, 2023, the City and 4LEAF, Inc. executed the Second Amendment to the Consulting Services Agreement to extend the duration and increase the contract amount to \$250,000; and

WHEREAS, the City and 4LEAF, Inc. mutually wish to increase the amount of the Consulting Services Agreement to \$450,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the Third Amendment to the Consulting Services Agreement between the City of Pittsburgh and 4LEAF, Inc.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 2nd day of April 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk