



**CITY OF PITTSBURG
AGENDA**

JULY 01, 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 LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to Section 54956.9(d)(4)
Number of cases: one
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957
City Manager

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

3. New Employee Introductions

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)

PUBLIC HEARING

4. Introduction and Waive First Reading of Five Ordinances Amending the Zoning Map and Establishing Limited Overlay Districts to Implement the 2040 General Plan Land Use Map, AP-24-0033 (RZ)

This is a public hearing on a request to introduce and waive first reading of five ordinances approving amendments to the Zoning Map and establishing Limited Overlay Districts to implement the 2040 General Plan Land Use Map, as required

by Government Code Section 65860. The City is proposing this initial set of Zoning Map Amendments while preparing a larger, comprehensive update to the Zoning Ordinance, which includes the City's Zoning Regulations and Zoning Map. The comprehensive update will include additional consistency amendments to fully implement 2040 General Plan land use designations, policies and implementation actions. Details specific to each proposed rezone site, including Assessor Parcel Numbers (APNs), acreage, existing and proposed zoning designations, map, and Overlay Plan(s) are attached as Exhibit A to each proposed ordinance.

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

5. Minutes of June 17, 2024
6. Adoption of a City Council Resolution Approving a List of On-Call Traffic Engineering Service Firms, Authorizing the City Manager to Enter into Agreements with Selected Firms and to Approve up to Two-One Year Extensions of the Agreements, and Authorizing the Public Works Director/City Engineer to Execute Task Orders

The Traffic Engineering Services On-Call List of pre-qualified firms will allow staff to engage services as they are needed for design, studies, and documentation. If adopted, this resolution will approve a list of qualified firms for On-Call Traffic Engineering Services, authorize the City Manager to enter into agreements with selected firms and to approve up to two one-year extensions of the executed agreements, and authorize the Public Works Director/City Engineer to execute Task Orders.

7. Adoption of a City Council Resolution Approving a List of On-Call Civil Engineering and Surveying Service Firms, Authorizing the City Manager to Enter into Agreements with Selected Firms and to Approve up to Two One-Year Extensions of the Agreements and Authorizing the Public Works Director/City Engineer to Execute Task Orders

The Civil Engineering and Surveying Services On-Call List of pre-qualified firms will allow staff to engage services as they are needed for design, studies, documentation, and surveying. If adopted, the resolution will approve a list of qualified firms for on-call civil engineering and surveying services, authorize the City Manager to enter into Agreements with selected firms and to approve up to two one-year extensions of the executed Agreements, and authorize the Public Works Director/City Engineer to execute Task Orders.

8. Adoption of a City Council Resolution Approving a List of On-Call Construction Material Testing, Environmental, Hazardous Material Testing, and Geotechnical Service Firms, Authorizing the City Manager to Enter into Agreements with Selected Firms and to Approve up to Two-One Year Extensions of the Agreements, and Authorizing the Public Works Director/City Engineer to Execute Task Orders

The Construction Material Testing, Environmental, Hazardous Material Testing, and Geotechnical Services On-Call List of pre-qualified firms will allow staff to engage services as they are needed for studies, documentation, reports, mitigation, sampling, monitoring, and testing. If adopted, the resolution will approve a list of qualified firms for on-call construction material testing, environmental, hazardous material testing, and geotechnical services, authorize the City Manager to enter into Agreements with selected firms and to approve up to two one-year extensions of the executed Agreements, and authorize the Public Works Director/City Engineer to execute Task Orders.

9. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract for Temporary Landscape Maintenance Assistance

Public Works obtains the assistance of a landscape contractor during the peak growing season to sustain maintenance on high visibility roads and labor-intensive areas throughout the City, allowing these areas to remain safe, beautiful, and maintained. If approved, the resolution would authorize the City Manager to execute a contract with Allied Landscape (Allied) for temporary landscape maintenance assistance in the medians and rights-of-way.

10. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract for Urban Forest Management and Tree Inventory Services

If approved, this resolution will authorize execution of a consulting services agreement for Urban Forest Management Plan (UFMP) and tree inventory services with Davey Resource Group, Inc. (Davey)

11. Adoption of a City Council Resolution Authorizing the City Manager to Execute a First Amendment to the Consulting Services Agreement with West Yost and Associate, Inc. for Engineering Services During Construction for Project 5067 – Water Treatment Plant Filter Improvements and Hypochlorite Conversion

Project 5067 - Water Treatment Plant Filter Improvements and Hypochlorite Conversion (the "Project") includes installation of six new water filters, conversion of an existing gaseous chlorine system to liquid hypochlorite (bleach), and upgrades to filter effluent pumping and underground WTP infrastructure. A construction agreement has been approved for the Project. City staff desire to retain the services of the design consultant West Yost and Associate, Inc (West Yost) for engineering services during construction.

12. Adoption of a City Council Resolution Awarding a Purchase Agreement for Base Rock Supply

The Public Works Department is responsible for the care and maintenance of City streets, facilities, and infrastructure. Large quantities of supplies are used to carry out responsibilities, including base rock. If approved, the resolution will authorize a purchase agreement with vendor Antioch Building Materials (ABM) in the amount of \$100,000.

13. Adoption of a City Council Resolution Awarding Purchase Agreements for Asphalt Supplies

The Public Works Department maintains the City's public streets and sidewalks. A variety of pavement management techniques utilizing asphalt are implemented to extend the useful life of roadways. If approved, the resolution will authorize Purchase Agreements with a primary supplier and secondary supplier totaling \$150,000.

14. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Lease Agreement Between the City of Pittsburg and Morello Restaurant Solutions LLC at 1005 Center Drive

The City proposes to enter into a Lease Agreement with Cornelio Balingit dba Morello Restaurant Solutions LLC (Tenant) for the operation of a counter service restaurant at 1005 Center Drive (Premises).

15. Adoption of a Pittsburg Power Company Resolution Accepting \$243,000 in Funds from Construction Trade Workforce Initiative and Authorizing the Executive Director to Execute a Contract Amendment with Open Opportunities Inc.

Pittsburg Power Company (PPC) is the managing partner and fiscal agent for Future Build, a pre-apprenticeship program providing East County residents with training in the building trades. The Construction Trades Workforce Initiative (CTWI) has made available to PPC funding to enhance the services offered to Future Build trainees. This item also includes a request to authorize the City Manager to execute an amendment to the existing agreement with Open Opportunities Inc. to increase the total compensation amount for the day-to-day operation of the program.

16. Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Enter into a Contract with Contra Costa County Workforce Development Board for Future Build Cohorts 26 and 27 and Establishing the Future Build Budget for Fiscal Year 2024-2025

The Pittsburg Power Company (PPC) proposes to enter into a \$300,000 contract (Contract 18-466-3) with the Contra Costa County Workforce Development Board (WDB) for Future Build Cohorts 26 and 27, to be held between July 1, 2024 and June 30, 2025, and establish the Future Build Budget for fiscal year 2024-2025.

17. Adoption of a Pittsburg Power Company Resolution Approving the 2024 Wildfire Mitigation Plan and Directing Staff to File the Wildfire Mitigation Plan with the Office of Energy Infrastructure Safety

State Law, Public Utilities Code Section 8387, requires all publicly and investor-owned electric utilities to file an annual Wildfire Mitigation Plan with the California Public Utilities Commission (OEIS). The Pittsburg Power Company (PPC), a joint powers authority, provides retail electricity service on Mare Island, Vallejo and is therefore, required by law to create and update annually a Wildfire Mitigation Plan as a means of enabling processes and procedures to help mitigate the chance of PPC's facilities causing a wildfire. The Office of Energy Infrastructure Safety (OEIS) requires the Governing Board of the PPC to approve its 2024 Annual Wildfire Mitigation Plan (Plan).

18. Adoption of an Ordinance Amending Pittsburg Municipal Code Chapter 2.85 and Repealing Chapter 2.86

On July 17, 2024, the City Council introduced and waived further reading of an Ordinance amending Pittsburg Municipal Code Chapter 2.85 and repealing Chapter 2.86 to consolidate the Purchasing Policy and two chapters of the Pittsburg Municipal Code for efficiency and ease of reference, to revise provisions for clarification, and to correct and/or align with current state law and local policy and practice.

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)
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ADJOURNMENT TO JULY 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 June 17, 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
Facilities Rental and Usage	Jelani Killings & Dionne Adams	Ad Hoc	As needed		G. Evans
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
Green Empowerment Zone	Dionne Adams/ Jelani Killings Alternate	Standing	3rd Friday monthly	9:30 AM	J. Davis
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



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Introduction and Waive First Reading of Five Ordinances Amending the Zoning Map and Establishing Limited Overlay Districts to Implement the 2040 General Plan Land Use Map, AP-24-0033 (RZ)

MEETING DATE: July 1, 2024

EXECUTIVE SUMMARY

This is a public hearing on a request to introduce and waive first reading of five ordinances approving amendments to the Zoning Map and establishing Limited Overlay Districts to implement the 2040 General Plan Land Use Map, as required by Government Code Section 65860. The City is proposing this initial set of Zoning Map Amendments while preparing a larger, comprehensive update to the Zoning Ordinance, which includes the City's Zoning Regulations and Zoning Map. The comprehensive update will include additional consistency amendments to fully implement the 2040 General Plan land use designations, policies and implementation actions.

Details specific to each proposed rezone site, including Assessor Parcel Numbers (APNs), acreage, existing and proposed zoning designations, map, and Overlay Plan(s) are attached as Exhibit A to each proposed ordinance.

FISCAL IMPACT

There is no impact to the General Fund if this is approved.

RECOMMENDATION

City Council open the public hearing; take public comment; close the public hearing and take the following action:

Introduce, waive further reading, and pass to second reading, five ordinances (Attachments 1 - 5) approving amendments to the Zoning Map and Establishing Limited Overlay Districts.

BACKGROUND

On April 30, 2024, City staff filed Planning Application No. 24-0033 (RZ), proposing five Zoning Map Amendments to implement new land use designations consistent with the 2040 General Plan Land Use Map, as required by Government Code Section 65860. See Attachment 1 for a Vicinity Map of the proposed Zoning Map Amendments.

The City is proposing this initial set of Zoning Map Amendments while preparing a larger, comprehensive update to the Zoning Ordinance, which includes the City's Zoning Regulations and Zoning Map. The comprehensive update will include additional consistency amendments to fully implement 2040 General Plan land use designations, policies and implementation actions. For reference, the proposed Zoning Map Amendments do not indicate a decision by the City to approve or disapprove any specific development project.

On June 11, 2024, the Planning Commission held a public hearing to consider the proposed Zoning Map Amendments. Following public testimony and deliberations, the Planning Commission adopted Resolution No. 10247 (Attachment 2), recommending City Council approval of the proposed Zoning Map Amendments.

PROJECT DESCRIPTION:

Rezone 1 (RZ 1):

This item includes a Zoning Map Amendment from IG-O (General Industrial with Limited Overlay District) and IG (General Industrial District), to IG-O (General Industrial with Limited Overlay District), CW-O (Waterfront Commercial with Limited Overlay District), IL-O (Limited Industrial with Limited Overlay District), RS-4-O/RS-5-O (Single Family Residential 4,000 - 5,000 Square Foot Minimum Lot Size with Limited Overlay District), RM-O/RH-O (Medium-to-High Density Residential with Limited Overlay District), and RH-O (High Density Residential with Limited Overlay District).

CW-O, IG-O, and IL-O Zoning District Overlays would allow for applicable base district uses and Employment Center Industrial (ECI) uses, including uses such as data centers, technology and innovation developments, and clean energy uses and infrastructure consistent with the 2040 General Plan Land Use Map.

RS-4-O/RS-5-O, RM- O/RH-O, and RH-O Zoning District Overlays would allow for various single and multi-family residential development patterns, including single family residential detached, single family residential attached, multi-family residential, and mixed-use residential development consistent with the 2040 General Plan Land Use Map.

The parcels that comprise the RZ 1 Zoning Map Amendment are located at the northwestern corner of the City limits, north of Willow Pass Road.

Details specific to the proposed RZ 1 Zoning Map Amendment, including APNs, acreage, existing and proposed zoning designations, map, and Overlay Plans can be found in Attachment 3 - Exhibit A.

Rezone 2 (RZ 2):

This item includes a Zoning Map Amendment from OS (Open Space District) to IL-O (Limited Industrial with Limited Overlay District) to allow for Employment Center Industrial (ECI) uses consistent with the 2040 General Plan Land Use Map on a 103.14-acre site located on the eastern half of the former Delta View Golf Course south of West Leland Road near 2222 Golf Club Road.

Details specific to the proposed RZ 2 Zoning Map Amendment, including APNs, acreage, existing and proposed zoning designations, map, and Overlay Plan can be found in Attachment 4 - Exhibit A.

Rezone 3 (RZ 3):

This item includes a Zoning Map Amendment from OS-O (Open Space with Limited Overlay District) and HPD (Hillside Planned District) to CC (Community Commercial District) to allow for commercial uses consistent with the 2040 General Plan Land Use Map on a 11.59-acre site located at the western limits of the City, south of State Route 4 adjacent to Avila Road.

Details specific to the proposed RZ 3 Zoning Map Amendment, including APNs, acreage, existing and proposed zoning designations, and map can be found in Attachment 5 - Exhibit A. Land use and property development regulations for the proposed RZ 3 Zoning Map Amendment would follow those of the Community Commercial District in Chapter 18.52 of Pittsburg Municipal Code (PMC). For this reason, an Overlay Plan does not accompany the RZ 3 Zoning Map Amendment.

Rezone 4 (RZ 4):

This item includes a Zoning Map Amendment from CW (Waterfront Commercial District) and IG (General Industrial District) to CW-O (Waterfront Commercial with Limited Overlay District) to allow for waterfront commercial, technology and innovation, limited manufacturing, clean energy and infrastructure uses consistent with the 2040 General Plan Land Use Map on 22.78-acre site located north of East Third Street, at the intersection of Harbor and East Third Streets.

Details specific to the proposed RZ 4 Zoning Map Amendment, including APNs, acreage, existing and proposed zoning designations, map, and Overlay Plan can be found in Attachment 6 - Exhibit A.

Rezone 5 (RZ 5):

This item includes a Zoning Map Amendment from CS (Service Commercial District) to IL-O (Limited Industrial with Limited Overlay District) to allow for limited food processing, custom manufacturing and light industrial uses consistent with the 2040 General Plan Land Use Map on a 0.90-acre site located at 2685 East Leland Road.

Details specific to the proposed RZ 5 Zoning Map Amendment, including APN, acreage, existing and proposed zoning designation, map, and Overlay Plan can be found in Attachment 7 - Exhibit A.

GENERAL PLAN/CODE COMPLIANCE:

The proposed Zoning Map Amendments are necessary to achieve consistency between the City's Zoning Map and General Plan, as required by Government Code section 65860.

City of Pittsburg 2040 General Plan

Rezone 1 (RZ 1): Under the 2020 General Plan, the RZ 1 site was within the 'Northwest River' Subarea and had land use designations of *Open Space* and *Industrial*. The 2040 General Plan includes the RZ 1 site within the 'North Central River' Subarea and redesignated the site to: *Employment Center Industrial*, *Industrial*, *Open Space*, *Medium Density Residential*, *High Density Residential*, *Very High Density Residential*, *Marina Commercial*, *Service Commercial* and *Park*. Descriptions of each land use designation are provided below:

Properties within the *ECI* designation are intended to foster vibrant, diverse, and dynamic employment hubs that accommodate technology, advanced manufacturing, logistics, and other sectors that generate substantial employment opportunities; uses may also include administrative, financial, business, professional, medical and public offices, business incubators, research and development, custom and light manufacturing, limited assembly, warehousing and distribution, data centers, technology and innovation, energy, hospitals and large-scale medical facilities, services, light and heavy automobile services, and supporting commercial uses.

Properties within the *Industrial* designation are intended to provide sites for manufacturing, wholesale, warehousing and distribution, commercial and business services, research and development, storage uses, agricultural, food and drug, and industrial processing; small restaurant and ancillary commercial uses are permitted subject to design standards.

Properties within the *Open Space* designation are sites with safety constraints, such as riparian corridors, sensitive habitats, and wetlands. No construction is allowed on land unsuitable for development due to safety constraints or protected natural resources.

Properties within the *Medium Density Residential* designation are intended to provide sites for one or two-story garden apartments, townhouses, and single-family residential (attached or detached).

Properties within the *High Density Residential* designation are intended to provide sites for a wide range of housing types from single-family attached units to multi-family complexes.

Properties within the *Very High Density Residential* designation are intended to provide sites for multi-family housing and attached single-family residential.

Properties within the *Marina Commercial* designation are intended to provide sites for waterfront-oriented uses, including recreational, visitor and community uses, business and professional services, offices, convenience sales, restaurants, public marketplaces, repair services, specialty retail (such as boat sales and repair), hotel/motel with a coastal orientation, recreational facilities, research and development, custom manufacturing, and marinas.

Properties within the *Service Commercial* designation are intended to provide sites for commercial business with potentially intense levels of noise or traffic, including automobile sales and services, building materials, nurseries, equipment rentals, contractors, wholesaling, warehousing, storage, and similar uses; offices, retail uses, restaurants, and convenience stores allowed as ancillary uses; residential uses permitted above ground floor commercial uses.

Properties within the *Park* designation are intended to provide sites for parks, recreation complexes, community fields, public golf courses, stadiums, greenways, local and regional trails.

Table 2-2 (Land Use and Zoning Consistency Matrix) of the 2040 General Plan identifies the proposed RZ 1 Zoning Districts as implementing Zoning Districts for the land use designations described above.

Rezone 2 (RZ 2): Under both the 2020 and 2040 General Plans, the RZ 2 site remains within the ‘West Leland’ Subarea. Under the 2020 General Plan, the RZ 2 site had a land use designation of *Park*. The 2040 General Plan redesignated the entire RZ 2 site to *Employment Center Industrial (ECI)*.

Properties within the *ECI* designation are intended to foster vibrant, diverse, and dynamic employment hubs that accommodate technology, advanced manufacturing, logistics, and other sectors that generate substantial employment opportunities; uses may also include administrative, financial, business, professional, medical and public offices, business incubators, research and development, custom and light manufacturing, limited assembly, warehousing and distribution, data centers, technology and innovation, energy, hospitals and large-scale medical facilities, services, light and heavy automobile services, and supporting commercial uses.

Table 2-2 (Land Use and Zoning Consistency Matrix) of the 2040 General Plan identifies the IL (Limited Industrial District) as an implementing Zoning District for the *ECI* land use designation.

Rezone 3 (RZ 3): Under both the 2020 and 2040 General Plans, the RZ 3 site remains within the ‘Southwest Hills’ Subarea. Under the 2020 General Plan, the RZ 3 site had land use designations of *Open Space* and *Hillside Low Density Residential*. The 2040 General Plan redesignated the entire RZ 3 site to *Community Commercial*.

Properties within the *Community Commercial* designation are intended to provide sites for commercial and community-serving businesses, including retail stores, eating and drinking establishments, commercial recreation and entertainment, service stations, financial, educational and social services.

Table 2-2 (Land Use and Zoning Consistency Matrix) of the 2040 General Plan identifies the CC (Community Commercial District) as an implementing Zoning District for the *Community Commercial* land use designation.

Rezone 4 (RZ 4): Under both the 2020 and 2040 General Plans, the RZ 4 site remains within the ‘Downtown’ and ‘Northeast River’ Subareas. Under the 2020 General Plan, the RZ 4 site had land use designations of *Marine Commercial*, *Park* and *Industrial*. The 2040 General Plan redesignated the entire RZ 4 site to *Marina Commercial*.

Properties within the *Marina Commercial* designation are intended to provide sites for waterfront-oriented uses, including recreational, visitor and community uses, business and professional services, offices, convenience sales, restaurants, public marketplaces, repair services, specialty retail (such as boat sales and repair), hotel/motel with a coastal orientation, recreational facilities, research and development, custom manufacturing, and marinas.

Table 2-2 (Land Use and Zoning Consistency Matrix) of the 2040 General Plan identifies the CW (Waterfront Commercial District) as an implementing Zoning District for the *Marina Commercial* land use designation.

Rezone 5 (RZ 5): Under both the 2020 and 2040 General Plans, the RZ 5 site remains within the 'Loveridge' Subarea. Under the 2020 General Plan, the RZ 5 site had a land use designation of *Business Commercial*. The 2040 General Plan redesignated the RZ 5 site to *Employment Center Industrial (ECI)*.

Properties within the *ECI* designation are intended to foster vibrant, diverse, and dynamic employment hubs that accommodate technology, advanced manufacturing, logistics, and other sectors that generate substantial employment opportunities; uses may also include administrative, financial, business, professional, medical and public offices, business incubators, research and development, custom and light manufacturing, limited assembly, warehousing and distribution, data centers, technology and innovation, energy, hospitals and large-scale medical facilities, services, light and heavy automobile services, and supporting commercial uses.

Table 2-2 (Land Use and Zoning Consistency Matrix) of the 2040 General Plan identifies the IL (Limited Industrial District) as an implementing Zoning District for the *ECI* land use designation.

The proposed Zoning Map Amendments are consistent with the following 2040 General Plan Goals, Policies and Actions:

- a. Goal-2-1: Promote optimal, orderly, well-planned, and diverse land uses, including a compact urban form within the City's projected municipal boundary that provides a mix and distribution of uses to meet Pittsburg's needs, including mixed-use development, infill development, and reuse and revitalization of underutilized and brownfield sites.
- b. Policy 2-P-1.3: Ensure consistency and compatibility between the Land Use Map, land use designations, and implementing plans, ordinances, and regulations.
- c. Action 2-A-1.a: Update the City's Zoning Ordinance and Subdivision Regulations to be consistent with the General Plan, including the General Plan Diagram.
- d. Goal-2-4: Promote business development in a range of sectors that contribute to the local and regional economy, provide high-wage and skilled jobs for Pittsburg residents.
- e. Policy 2-P-4.2: Encourage the development and intensification of employment centers, including high quality, professional office campuses, business parks, and industrial parks, along with innovation districts, related mixed-use development and open spaces. The centers shall be located in areas fully served by public facilities and services, located along major arterials with easy freeway access and with access from public transit, and accessible to bicyclists and pedestrians.

- f. Goal 6-2: Facilitate attraction, retention, and expansion of businesses that meet the City's economic development objectives and maintain a desirable climate for conducting business in and with the City.
- g. Policy 6-P-2.6: Facilitate the revitalization of existing shopping centers, business parks, industrial areas, and key corridors as needed in order to meet the economic development goals of the City.
- h. Policy 6-P-2.7: Facilitate and encourage more efficient use of the City's industrial and employment-generating land supply, creating higher employment densities and high-quality jobs, while discouraging the use of large sites and buildings with low intensity uses and other uses that may compromise the sustainability of these areas.
- i. Policy 6-P-2.14: Encourage new businesses and project development under the Employment Center Industrial land use classification.
- j. Action 6-A-2.a: Review, and update as necessary, zoning and other development regulations and application review and permitting process to ensure consistency with General Plan land use policies aimed at spurring job growth and economic development. Revisions may include increased flexibility regarding use types, business operations, site development standards, reduced parking standards near transit stations, or other changes intended to reduce impediments to development consistent with the goals of this General Plan.
- k. Goal-2-17: To transform the NRG brownfield site into a vibrant community hub with diverse amenities, integrating river access, commercial and entertainment uses, high-quality jobs creation, a mix of housing types, and sustainable management of open spaces.
- l. Policy 2-P-17.1: Support the remediation and revitalization of this site as a master-planned community with sustainable and resilient design that provides opportunities to work, live, and play and addresses Pittsburg's jobs/housing balance, recreation, economic development, and public use needs.

Zoning:

Chapter 18.48 PMC sets forth procedures for amendments to the Zoning Map and Chapter 18.74 PMC sets forth procedures for approval of an Overlay Plan.

Proposed Zoning Map Amendments for RZ1, RZ 2, RZ 4 and RZ 5 sites include the use of Limited Overlay Districts. The purpose of the Limited Overlay District is to:

- A. Allow for the establishment of control on an individual lot or group of individual lots that will supersede or supplement the requirements of the base district;
- B. Allow for flexibility from the normal land uses and regulations of the base district consistent with the general plan;
- C. Ensure the preservation of specific features of a particular site or area;
- D. Ensure the preservation of the character of the area in proximity to a particular site;
- E. Provide specific development regulations in order to take advantage of the unique characteristics or location of a particular site or area that would be limited by the land use requirements of the base zoning district.

Pursuant to PMC section 18.74.060, an Overlay Plan shall be processed in accordance with Chapter 18.48 PMC at the same time as consideration of the Zoning Map Amendment to an Overlay District. Proposed Overlay Plans for RZ1, RZ 2, RZ 4 and RZ 5 sites are provided in Exhibit A of Attachments 3, 4, 6 and 7.

Required Findings – Zoning Map Amendment: In order to approve zoning changes, the City Council must determine, in accordance with PMC section 18.48.030, that:

- A. the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan;
- B. in the case of a base district, overlay district or general land use regulation, the change proposed is compatible with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed;
- C. a community need is demonstrated for the change proposed; and
- D. its adoption would be in conformity with public convenience, general welfare and good zoning practice.

Required Findings – Overlay Plan: In order to approve an Overlay Plan, the City Council must determine, in accordance with PMC section 18.74.060, that the Overlay Plan:

1. Is necessary because there are special or unique characteristics of the site or improvements that require land use and development regulations that cannot be adequately accommodated or controlled by the base zoning district;
2. Conforms to the general plan; and
3. Generally complies with the land use and development regulations of the base zoning district.

A full analysis of how the proposed Zoning Map Amendments meet the required findings is provided in Section 1 (Findings) of each Ordinance (Attachments 3 - 7).

Environmental Review: A Final Environmental Impact Report (FEIR) was prepared and certified in accordance with CEQA to evaluate the environmental impacts of approval and implementation of the 2040 General Plan. On May 6, 2024, the Pittsburg City Council adopted the 2040 General Plan and certified the FEIR in Resolution Nos. 24-14463 and 24-14464, making the required findings under CEQA (State Clearinghouse No. 2022040427). The project analyzed in the FEIR was the City of Pittsburg's 2040 General Plan which is a comprehensive update of the policies of the City's 2020 General Plan and includes new or revised policies that address:

- Updates to the City's Subareas, Land Use Map and Land Use Designations
- Core Values of Sustainability Equity, Community Health and Environmental Justice
- Commitment to Enhancing Community Character
- Mobility, Circulation, Active Transportation and Access to Regional Transportation
- Support for Quality Education and Recreation Services and Opportunities
- Business Attraction, Retention and Promotion
- Access to Parks, Recreation and Entertainment
- Commitment to Arts, Culture, Community Services and Resources
- Safety and Resiliency Element, including Climate Adaptation
- Inclusion of Measurable Implementation Actions

- Updates to State Law (SB 1000, SB 743, AB 2923, AB 2097, etc.)

The City has determined that no new or significant environmental effects, no substantial changes to circumstances or to previously identified significant effects, no significant revisions to mitigation measures and no new mitigation measures or alternatives would be associated with the proposed project. As described in Section 15162 (b), the Lead Agency (City of Pittsburgh) has determined that an Addendum, consistent with Government Code Section 15164, is the appropriate course to address potential environmental impacts associated with the proposed project. The Addendum must be considered by the City Council for Planning Application No. AP-24-0033 (RZ).

See Attachment 8 for a link to the CEQA Addendum.

Public Notice: On or prior to June 21, 2024, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020, a “Notice of Public Hearing,” for the July 1, 2024, public hearing on this item was published in the East County Times; was posted at City Hall, the Pittsburgh Library, the Marina Community Center, the Pittsburgh Senior Center and on the “Public Notices” section of the City’s website. The City also sent the notice to local service agencies whose services might be affected by the proposed City-Initiated Zoning Map Amendments, and to individuals who had previously filed a written request for public hearing notices. Lastly, a copy of the notice was posted on www.nextdoor.com (“Nextdoor”) and was sent directly to all subscribed residents in all neighborhoods within Pittsburgh City limits.

See Attachment 9 for the Public Hearing Notice.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

In order for the City Council to approve amendments to the Zoning Map, it must find that the Zoning Map Amendments are consistent with the objectives, policies, general land uses and programs specified in the General Plan; that there is a community need; that the amendments proposed would be in conformity with public convenience, general welfare and good zoning practice, and, in the case of an Overlay District, that the change proposed is compatible with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed.

Staff believes the findings to support the proposed Zoning Map Amendments can be made because State law requires the City's Zoning Ordinance to be consistent with the General Plan. The proposed Zoning Map Amendments are consistent with the objectives, policies, general land uses, and programs specified in the 2040 General Plan, in that:

- A. They will promote optimal, orderly, well-planned, and diverse land uses, including a compact urban form within the City’s projected municipal boundary that provides a mix and distribution of uses to meet Pittsburgh’s needs, including mixed-use development, infill development, and reuse and revitalization of underutilized and brownfield sites (Goal G-2-1) Check new GP Goals and policies.
- B. They will ensure consistency and compatibility between the Land Use Map, land use designations, and implementing plans, ordinances, and regulations (Policy 2-P-1.3).

- C. They will promote business development in a range of sectors that contribute to the local and regional economy, provide high-wage and skilled jobs for Pittsburgh residents (Goal G-2-4).
- D. They will support office, business, and industrial land uses that will improve the City's employment base through high-quality, well-paid jobs that attract the technology, energy, and industrial sectors desired by the community (Policy 2-P-4.5).
- E. They will facilitate attraction, retention, and expansion of businesses that meet the City's economic development objectives and maintain a desirable climate for conducting business in and with the City (Goal G-6-2).
- F. They will encourage new businesses and project development under the Employment Center Industrial land use classification (Policy 6-P-2.14).

The proposed Zoning Map Amendments would be consistent with the uses authorized in, and the regulations prescribed for, the land use districts for which they are proposed, in that allowable uses are permitted within the base District and the proposed individual Overlay Plans would require that all allowed uses and development standards follow the Overlay Plan which contains similar uses allowed in the base District.

The proposed Zoning Map Amendments would help achieve the objectives in the Economic Development Element of the 2040 General Plan by expanding business opportunities and encouraging employment growth as it improves the jobs/housing balance. The proposed Zoning Map Amendments would create additional employment opportunities within the City and generate property and sales taxes on vacant, underutilized sites to help contribute to the City's revenue stream. The proposed Zoning Map Amendments would allow for employment-generating uses that follow the prescribed development standards and design guidelines in each individual Overlay Plan.

The proposed Zoning Map Amendments would be in conformity with the public convenience, general welfare, and good zoning practice, in that they will encourage development of employment and revenue-generating uses, which could help eradicate existing problems that come with blighted sites, such as illegal dumping and loitering.

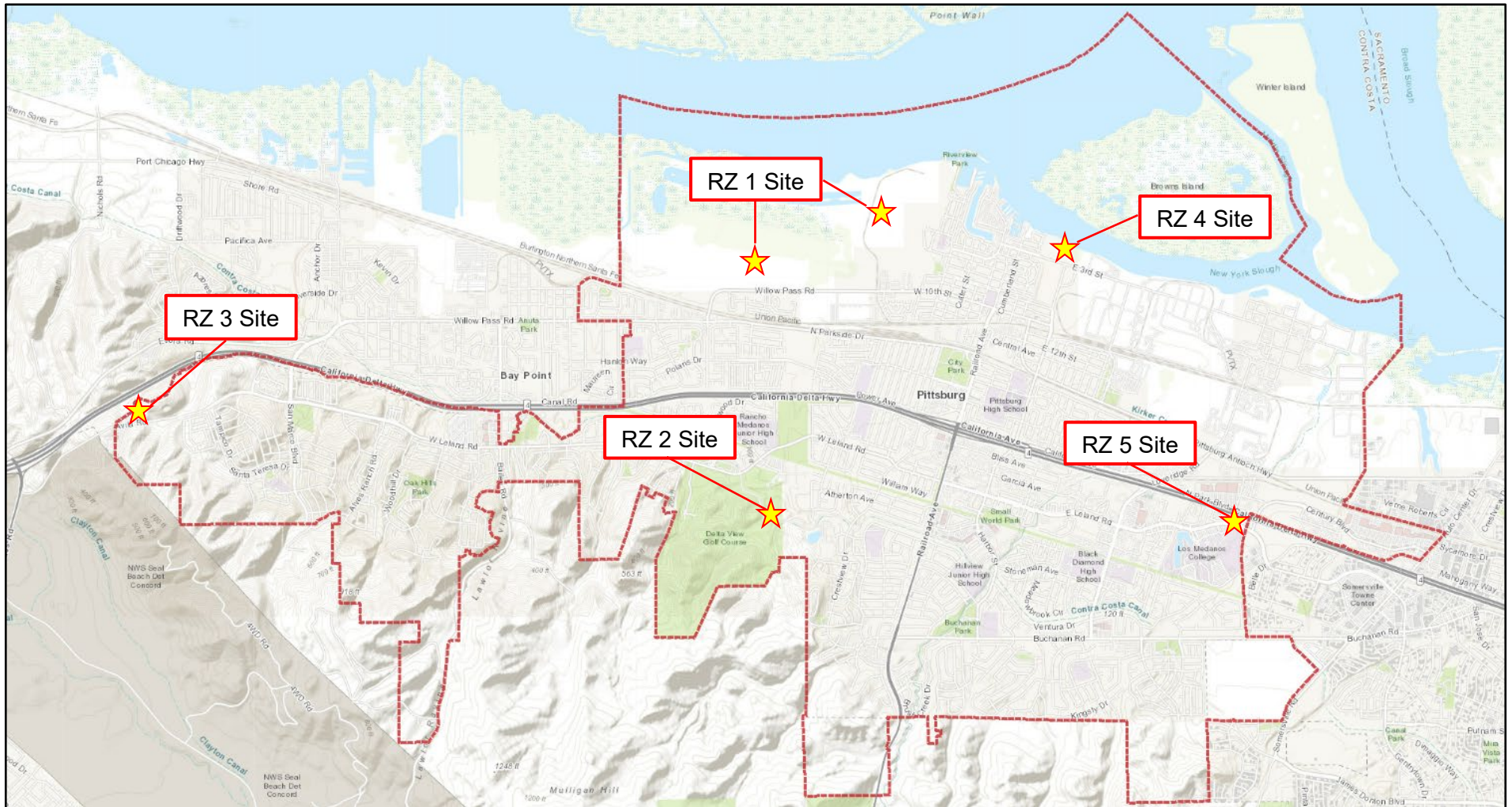
ATTACHMENTS:

- 1. Vicinity Map
- 2. Planning Commission Resolution No. 10247
- 3. Ordinance for Rezone 1
 - a. Exhibit A – Zoning Map Amendment Description, Map and Overlay Plans
- 4. Ordinance for Rezone 2
 - a. Exhibit A – Zoning Map Amendment Description, Map and Overlay Plan
- 5. Ordinance for Rezone 3
 - a. Exhibit A – Zoning Map Amendment Description and Map
- 6. Ordinance for Rezone 4
 - a. Exhibit A – Zoning Map Amendment Description, Map and Overlay Plan
- 7. Ordinance for Rezone 5
 - a. Exhibit A – Zoning Map Amendment Description, Map and Overlay Plan
- 8. CEQA Addendum to 2040 General Plan FEIR
- 9. Public Hearing Notice

Prepared by: Alison Spells, Associate Planner

City-Initiated Zoning Map Amendments, AP-24-0033 (RZ)

General Vicinity Map



BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Recommending City Council Approval of	)	
Zoning Map Amendments to Implement	)	
Land Use Designations Consistent with	)	Resolution No. 10247
the 2040 General Plan Land Use Map,	)	
<u>AP-24-0033 (RZ).</u>	)	

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

- A. On April 30, 2024, City staff filed Planning Application No. 24-0033 (RZ), proposing a series of Zoning Map Amendments to implement land use designations consistent with the 2040 General Plan Land Use Map, as required by Government Code Section 65860.
- B. The City is proposing this initial set of Zoning Map Amendments while preparing a larger, comprehensive update to the Zoning Ordinance, which includes the City's Zoning Regulations and Zoning Map. The comprehensive update will include additional consistency amendments to fully implement the 2040 General Plan land use designations, policies and implementation actions.
- C. The proposed Zoning Map Amendments do not indicate a decision by the City to approve or disapprove any specific development project.
- D. The proposed Zoning Map Amendments are governed by the applicable goals and policies of the 2040 General Plan and the Pittsburgh Municipal Code (PMC).
- E. PMC section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed zoning changes, and requires that the Planning Commission determine, prior to making its recommendation, that:
 - 1. the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan;
 - 2. in the case of a base district, overlay district or general land use regulation, the change proposed is compatible with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed;
 - 3. a community need is demonstrated for the change proposed; and

4. its adoption will be in conformity with public convenience, general welfare and good zoning practice.
- F. On May 6, 2024, the City Council adopted Resolution Nos. 24-14464 and 24-14463 certifying a Final Environmental Impact Report (FEIR) and adopting the 2040 General Plan, (State Clearinghouse No. 2022040427).
- G. CEQA Guidelines Section 15164(a) provides that the lead agency or a responsible agency shall prepare an Addendum to a previously certified EIR or Negative Declaration (ND) if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a Subsequent EIR or ND have occurred.
- H. City staff prepared an Addendum for the proposed City-Initiated Zoning Map Amendments to determine whether and to what extent the FEIR for the 2040 General Plan remains sufficient to address the potential impacts of the proposed City-Initiated Zoning Map Amendments, or whether additional documentation may be required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] §§ 21000, et seq.).
- I. Based on the analysis in the Addendum, staff determined that preparation of a supplemental or Subsequent EIR or ND was not required and that an Addendum provides the required environmental clearance under CEQA for the City-Initiated Zoning Map Amendments.
- J. On Friday, May 31, 2024, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.A, B and D, a “Notice of Public Hearing,” for the June 11, 2024, public hearing on this item was published in the East County Times.
- K. On Friday, May 31, 2024, a “Notice of Public Hearing” was posted at City Hall, the Pittsburg Library, the Marina Community Center, the Pittsburg Senior Center and on the “Public Notices” section of the City’s website. The City also sent the notice to local service agencies whose services might be affected by the proposed City-Initiated Zoning Map Amendments, and to individuals who had previously filed a written request for public hearing notices. Lastly, a copy of the notice was posted on www.nextdoor.com (“Nextdoor”) and was sent directly to all subscribed residents in all neighborhoods within Pittsburg City limits.
- L. On Tuesday, June 11, 2024, the Planning Commission held a public hearing on Planning Application No. AP-24-0033 (RZ), at which time additional oral and/or written testimony was considered.

Section 2. Findings

- A. Based on the Planning Commission staff report entitled, “Resolution

Recommending City Council Approval of Zoning Map Amendments to Implement the City of Pittsburg 2040 General Plan (“Envision Pittsburg”) Land Use Map, AP-24-0033 (RZ),” dated June 11, 2024, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the Planning Commission finds that:

1. All recitals above are true and correct and are incorporated herein by reference.
2. City staff prepared an Addendum for the proposed City-Initiated Zoning Map Amendments to determine whether and to what extent the FEIR for the 2040 General Plan remains sufficient to address the potential impacts of the proposed City-Initiated Zoning Map Amendments, or whether additional documentation may be required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] §§ 21000, et seq.). Based on the analysis in the Addendum, staff determined that preparation of a supplemental or Subsequent EIR or ND was not required and that an Addendum provides the required documentation under CEQA for the proposed City-Initiated Zoning Map Amendments.

Zoning Map:

3. Pursuant to Pittsburg Municipal Code (PMC) section 18.16.020, before the Planning Commission makes its recommendation on an application for (1) a change of zoning district applicable to the subject property or (2) a change in the text of a land use regulation, it shall make specific written findings in accordance with PMC 18.48.030.
4. The proposed City-Initiated Zoning Map Amendments are consistent with the objectives, policies, general land uses and programs specified in the 2040 General Plan in that:
 - a. They will promote optimal, orderly, well-planned, and diverse land uses, including a compact urban form within the City’s projected municipal boundary that provides a mix and distribution of uses to meet Pittsburg’s needs, including mixed-use development, infill development, and reuse and revitalization of underutilized and brownfield sites (Goal G-2-1).
 - b. They will ensure consistency and compatibility between the Land Use Map, land use designations, and implementing plans, ordinances, and regulations (Policy 2-P-1.3).

- c. They will promote business development in a range of sectors that contribute to the local and regional economy, provide high-wage and skilled jobs for Pittsburg residents (Goal G-2-4).
 - d. They will support office, business, and industrial land uses that will improve the City's employment base through high-quality, well-paid jobs that attract the technology, energy, and industrial sectors desired by the community (Policy 2-P-4.5).
 - e. They will facilitate attraction, retention, and expansion of businesses that meet the City's economic development objectives and maintain a desirable climate for conducting business in and with the City (Goal G-6-2).
 - f. They will encourage new businesses and project development under the Employment Center Industrial land use classification (Policy 6-P-2.14).
5. The proposed City-Initiated Zoning Map Amendments and associated Overlay Plans are compatible with the uses authorized in, and the regulations prescribed for, the land use districts for which they are proposed, in that allowable uses are permitted within the base District and the proposed individual Overlay Plans would require that all allowed uses and development standards follow the Overlay Plan which contains similar uses allowed in the base District.
 6. There is a community need for the proposed City-Initiated Zoning Map Amendments in that they would help achieve the objectives in the Economic Development Element of the 2040 General Plan by expanding business opportunities and encouraging employment growth as it improves the jobs/housing balance. The proposed City-Initiated Zoning Map Amendments would create additional employment opportunities within the City and generate property and sales taxes on vacant, underutilized sites to help contribute to the City's revenue stream. The proposed City-Initiated Zoning Map Amendments would allow for employment-generating uses that follow the prescribed development standards and design guidelines in each individual Overlay Plan.
 7. The proposed City-Initiated Zoning Map Amendments would be in conformity with the public convenience, general welfare, and good zoning practice, in that they will encourage development of employment and revenue-generating uses, which could help eradicate existing problems that come with blighted sites, such as illegal dumping and loitering.

- B. The Staff Report entitled, “Resolution Recommending City Council Approval of Zoning Map Amendments to Implement the City of Pittsburgh 2040 General Plan (“Envision Pittsburgh”) Land Use Map, AP-24-0033 (RZ),” dated June 11, 2024, is referenced hereto as additional support for findings.

Section 3. Decision

Based on the findings and the authority set forth above, the Planning Commission hereby recommends that the City Council adopt an ordinance and resolution to amend the Zoning Map, as referenced in Pittsburgh Municipal Code, Title 18 (Zoning Ordinance), section 18.04.020, as described below:

- A. Rezone Site 1 (RZ 1) from IG-O (General Industrial with Limited Overlay District) and IG (General Industrial District), to IG-O (General Industrial with Limited Overlay District), CW-O (Waterfront Commercial with Limited Overlay District), and IL-O (Limited Industrial with Limited Overlay District), RS-4-O/RS-5-O (Single Family Residential 4,000 - 5,000 Square Foot Minimum Lot Size with Limited Overlay District), RM-O/RH-O (Medium-to-High Density Residential with Limited Overlay District), and RH-O (High Density Residential with Limited Overlay District) to allow for Employment Center Industrial (ECI) and various single and multifamily development patterns consistent with the 2040 General Plan Land Use Map on a site located at the northwest corner of the City limits, north of Willow Pass Road, as substantially presented in Exhibit A of this resolution;
- B. Rezone Site 2 (RZ 2) from OS (Open Space District) to IL-O (Limited Industrial with Limited Overlay District) to allow for Employment Center Industrial (ECI) uses consistent with the 2040 General Plan Land Use Map on an approximately 103.14-acre site located on the eastern half of the former Delta View Golf Course south of West Leland Road near 2222 Golf Club Road, as substantially presented in Exhibit B of this resolution;
- C. Rezone Site 3 (RZ 3) from OS-O (Open Space with Limited Overlay District) and HPD (Hillside Planned District) to CC (Community Commercial District) to allow for commercial uses consistent with the 2040 General Plan Land Use Map on an approximately 11.59-acre site located at the western limits of the City, south of State Route 4 adjacent to Avila Road, as substantially presented in Exhibit C of this resolution;
- D. Rezone Site 4 (RZ 4) from CW (Waterfront Commercial District) and IG (General Industrial District) to CW-O (Waterfront Commercial with Limited Overlay District) to allow for waterfront commercial, technology and innovation, limited manufacturing, clean energy and infrastructure uses consistent with the 2040 General Plan Land Use Map on an approximately 22.78-acre site located north of East Third Street, at the intersection of Harbor and East Third Streets, as substantially presented in Exhibit D of this resolution; and

- E. Rezone Site 5 (RZ 5) from CW (Waterfront Commercial District) and IG (General Industrial District) to CW-O (Waterfront Commercial with Limited Overlay District) and IG-O (General Industrial with Limited Overlay District) to allow for limited food processing, custom manufacturing and light industrial uses consistent with the 2040 General Plan Land Use Map on an approximately 0.90-acre site located at 2685 East Leland Road, as substantially presented in Exhibit E of this resolution.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Foster, seconded by Commissioner Gordon, the foregoing resolution was passed and adopted the 11th day of June, 2024, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Kobata, Robinson, Foster, Gordon

NAYES: None

ABSTAIN: None

ABSENT: Smith, Stokes, Popova

I hereby certify that the above Resolution was adopted by the Planning Commission of the City of Pittsburg on June 11, 2024.



JOHN FUNDERBURG, SECRETARY
PITTSBURG PLANNING COMMISSION

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Zoning Map and)
Establishing a Limited Overlay District)
To Implement the 2040 General Plan)
Land Use Map for a Site Located at)
The Northwestern Corner of City Limits)
As Specified in the Proposed Overlay)
Plan (RZ 1), AP-24-0033 (RZ).)

ORDINANCE NO. 24-

WHEREAS, on April 15, 2024, the City of Pittsburgh reviewed an application consistent with Government Code Section 65860, for a series of Zoning Map Amendments to achieve internal consistency between the 2040 General Plan and the City's zoning ordinance; and

WHEREAS, on April 30, 2024, City staff filed Planning Application No. 24-0033 (RZ), requesting to amend the Zoning Map for the RZ 1 area located at the northwestern corner of the City Limits, north of Willow Pass Road; and

WHEREAS, RZ 1 consists of the following Zoning Map Amendments: Areas currently designated IG-O (General Industrial with Limited Overlay District), OS (Open Space District) and IG (General Industrial District), would be rezoned to IG-O (General Industrial with Limited Overlay District), CW-O (Waterfront Commercial with Limited Overlay District), IL-O (Limited Industrial with Limited Overlay District), RS-4-O/RS-5-O (Single Family Residential 4,000 - 5,000 Square Foot Minimum Lot Size with Limited Overlay District), RM-O/RH-O (Medium-to-High Density Residential with Limited Overlay District), and RH-O (High Density Residential with Limited Overlay District); and

WHEREAS, RZ 1 consists of the following allowable uses: CW-O, IG-O, and IL-O Zoning District Overlays in RZ 1 would allow for applicable base district uses and Employment Center Industrial (ECI) uses, including uses such as data centers, technology and innovation developments, and clean energy uses and infrastructure consistent with the 2040 General Plan Land Use Map. RS-4-O/RS-5-O, RM- O/RH-O, and RH-O Zoning District Overlays in RZ 1 would allow for various single and multi-family residential development patterns, including single family residential detached, single family residential attached, multi-family residential, and mixed-use residential development consistent with the 2040 General Plan Land Use Map; and

WHEREAS, on May 6, 2024, the City Council adopted the 2040 General Plan, redesignating parcels within the RZ 1 area from "Open Space" and "Industrial" to "Open Space", "Medium Density Residential", "High Density Residential", "Very High Density Residential", "Marina Commercial", "Employment Center Industrial", "Industrial", and "Park", and certified the Final Environmental Impact Report ("FEIR") under City Council Resolution Nos. 24-14464 and 24-14463; and

WHEREAS, Chapter 18.48 of Pittsburgh Municipal Code ("PMC") identifies the Planning Commission as the advisory body to the City Council on Zoning Map Amendments, and requires that the Commission conduct a public hearing and determine, prior to making

its recommendation, that: 1) the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan; 2) a community need is demonstrated for the change proposed; and 3) its adoption will be in conformity with public convenience, general welfare and good zoning practice; and

WHEREAS, on June 11, 2024, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10247, recommending City Council adoption of the proposal in its entirety, including the requested Zoning Map Amendment of the RZ 1 area and the associated RZ 1 Overlay Plan; and

WHEREAS, on or prior to Friday, June 21, 2024, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.A - D, a "Notice of Public Hearing," for the July 1, 2024, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library, Marina Community Center and Pittsburg Senior Center; and was mailed via electronic mail to interested parties and to individuals who had previously filed written request for such notice; posted on www.nextdoor.com ("Nextdoor") and was sent directly to all subscribed residents in all neighborhoods within Pittsburg City limits; and

WHEREAS, in order to approve a Zoning Amendment, the City Council must find (in accordance with PMC sections 18.16.020 and 18.48.030) that:

1. the amendments are consistent with the objectives, policies, general land uses and programs in the General Plan;
2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed;
3. there is a community need for the change proposed; and
4. the change will be in conformity with the public convenience, general welfare, and good zoning practice.

WHEREAS, in order to approve an Overlay Plan, the City Council must find (in accordance with PMC sections 18.16.020 and 18.48.030) that the Overlay Plan:

1. is necessary because there are special or unique characteristics of the site or improvements that require land use and development regulations that cannot be adequately accommodated or controlled by the base zoning district;
2. conforms to the general plan; and
3. generally complies with the land use and development regulations of the base zoning district.

WHEREAS, on July 1, 2024, the City Council held a duly-noticed public hearing to approve the proposed Zoning Map Amendment and Overlay Plan for the RZ 1 area, at which time oral and/or written testimony was considered.

NOW, THEREFORE, the City Council of the City of Pittsburg does ORDAIN as follows:

SECTION 1. Findings.

- A. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.
- B. Based on the City Council Staff Report entitled, “Ordinance Amending the Zoning Map and Establishing Limited Overlay Districts to Implement the City of Pittsburg 2040 General Plan Land Use Map, AP-24-0033 (RZ),” dated July 1, 2024, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:
 - 1. The proposed Zoning Map Amendment is consistent with and conforms to the 2040 General Plan. The proposed Zoning Map Amendment is consistent with the objectives, policies, general land uses, and programs specified in the 2040 General Plan, in that:
 - A. It will promote optimal, orderly, well-planned, and diverse land uses, including a compact urban form within the City’s projected municipal boundary that provides a mix and distribution of uses to meet Pittsburg’s needs, including mixed-use development, infill development, and reuse and revitalization of underutilized and brownfield sites (Goal G-2-1).
 - B. It will ensure consistency and compatibility between the Land Use Map, land use designations, and implementing plans, ordinances, and regulations (Policy 2-P-1.3).
 - C. It will promote business development in a range of sectors that contribute to the local and regional economy, provide high-wage and skilled jobs for Pittsburg residents (Goal G-2-4).
 - D. It will support office, business, and industrial land uses that will improve the City’s employment base through high-quality, well-paid jobs that attract the technology, energy, and industrial sectors desired by the community (Policy 2-P-4.5).
 - E. It will facilitate attraction, retention, and expansion of businesses that meet the City’s economic development objectives and maintain a desirable climate for conducting business in and with the City (Goal G-6-2).
 - F. It will encourage new businesses and project development under the Employment Center Industrial land use classification (Policy 6-P-2.14).

2. The proposed Zoning Map Amendment would be consistent with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed, in that the proposed residential, commercial, industrial, and employment center industrial uses are permitted within the proposed Overlay Plan Districts. The proposed Limited Overlay for the RZ 1 area would require that all allowed uses and development standards follow the proposed Overlay Plan.
3. The proposed Zoning Map Amendment would help achieve the objectives in the Economic Development Element of Envision Pittsburgh by expanding business opportunities in the technology sector and encouraging employment growth as it improves the jobs/housing balance. The proposed zoning map amendment would create additional employment opportunities within the City and generate property and sales taxes to help contribute to the City's revenue stream. The proposed zoning map amendment would allow for employment-generating uses that follow the prescribed development standards and design guidelines in the overlay plan.
4. The proposed Overlay Plan is necessary because there is a community need for housing, commercial development, waterfront access, and employment and technology uses. There are special or unique characteristics of the site or improvements that require land use and development regulations that cannot be adequately accommodated or controlled by the base zoning district.
5. The proposed Overlay Plan conforms to the 2040 General Plan, in that it would provide the community with multiple residential, commercial, industrial and executive technology use options for the project site while still providing site development and operational controls through the zoning administrator review and design review process to ensure that any new or proposed businesses do not become a nuisance for the surrounding neighbors, nor the City as a whole.
6. The proposed Overlay Plan generally complies with the land use and development regulations of the base zoning districts, in that it will encourage development of housing, workforce employment, commercial entertainment and recreational opportunities, and revenue-generating uses consistent with the base district Use Classifications.

SECTION 2. CEQA.

The proposed Zoning Map Amendment is subject to the California Environmental Quality Act (CEQA), and the CEQA Guidelines (Public Resources Code [PRC] §§ 21080). On May 6, 2024, the Pittsburgh City Council adopted the 2040 General Plan and certified the Final Environmental Impact Report (FEIR) in City Council Resolution Nos. 24-14463 and 24-14464, making the required findings under CEQA (State Clearinghouse No. 2022040427).

CEQA Guidelines Section 15164(a) provides that the lead agency or a responsible agency shall prepare an Addendum to a previously certified Environmental Impact Report (EIR) or Negative Declaration (ND) if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a Subsequent EIR or ND have occurred.

Pursuant to the provisions of the CEQA Guidelines, an Addendum was prepared for the proposed Zoning Map Amendments to determine whether and to what extent the prior certified FEIR remains sufficient to address the potential impacts of the proposed Zoning Map Amendment, or whether additional documentation may be required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] §§ 21000, et seq.).

There are no substantial changes proposed by the Zoning Map Amendment or the circumstances in which the proposed Zoning Map Amendment would be undertaken that would require major revisions of the prior certified FEIR. The proposed Zoning Map Amendment does not require preparation of a new subsequent or supplemental EIR due to: 1) the involvement of new significant environmental effects, (2) a substantial increase in the severity of previously identified significant effects, or (3) new information of substantial importance. No mitigation measures or alternatives previously found not to be feasible would in fact be feasible. Rather, all the impacts associated with the proposed Zoning Map Amendment are within the envelope of impacts addressed in the prior certified FEIR. Therefore, staff determined that preparation of a supplemental or Subsequent EIR or ND was not required and that an Addendum provides the required documentation under CEQA for the proposed Zoning Map Amendment.

SECTION 3. Amendment.

Based on the findings and the authority set forth above, the City Council hereby amends the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to rezone the proposed RZ 1 area with accompanying Overlay Regulations, as depicted in Exhibit A of this Ordinance.

SECTION 4. Effective Date.

This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 5. Severability.

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 6. Publication.

The ordinance shall be posted and published in accordance with California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on July 1, 2024, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Attachment 3 - Exhibit A

RZ 1 Zoning Map Amendment

Rezone 1 (RZ 1):

This item includes a Zoning Map Amendment from General Industrial with a Limited Overlay (IG-O) and General Industrial (IG), to General Industrial with a Limited Overlay (IG-O), Waterfront Commercial with a Limited Overlay (CW-O), Limited Industrial with a Limited Overlay (IL-O), Single Family Residential 4,000 - 5,000 square foot minimum lot size with a Limited Overlay (RS-4-O/RS-5-O), Medium-to-High Density Residential with a Limited Overlay (RM-O/RH-O), and High Density Residential with a limited Overlay (RH-O) Districts.

CW-O, IG-O, and IL-O Zoning District Overlays would allow for applicable base district uses and Employment Center Industrial (ECI) uses, including uses such as data centers, technology and innovation developments, and clean energy uses and infrastructure consistent with the 2040 General Plan Land Use Map.

RS-4-O/RS-5-O, RM- O/RH-O, and RH-O Zoning District Overlays would allow for various single and multi-family residential development patterns, including single family residential detached, single family residential attached, multi-family residential, and mixed-use residential development consistent with the 2040 General Plan Land Use Map.

The proposed RZ 1 sites total approximately 868 acres and are within the North Central River Subarea, located at the northwest corner of the City limits, north of Willow Pass Road.

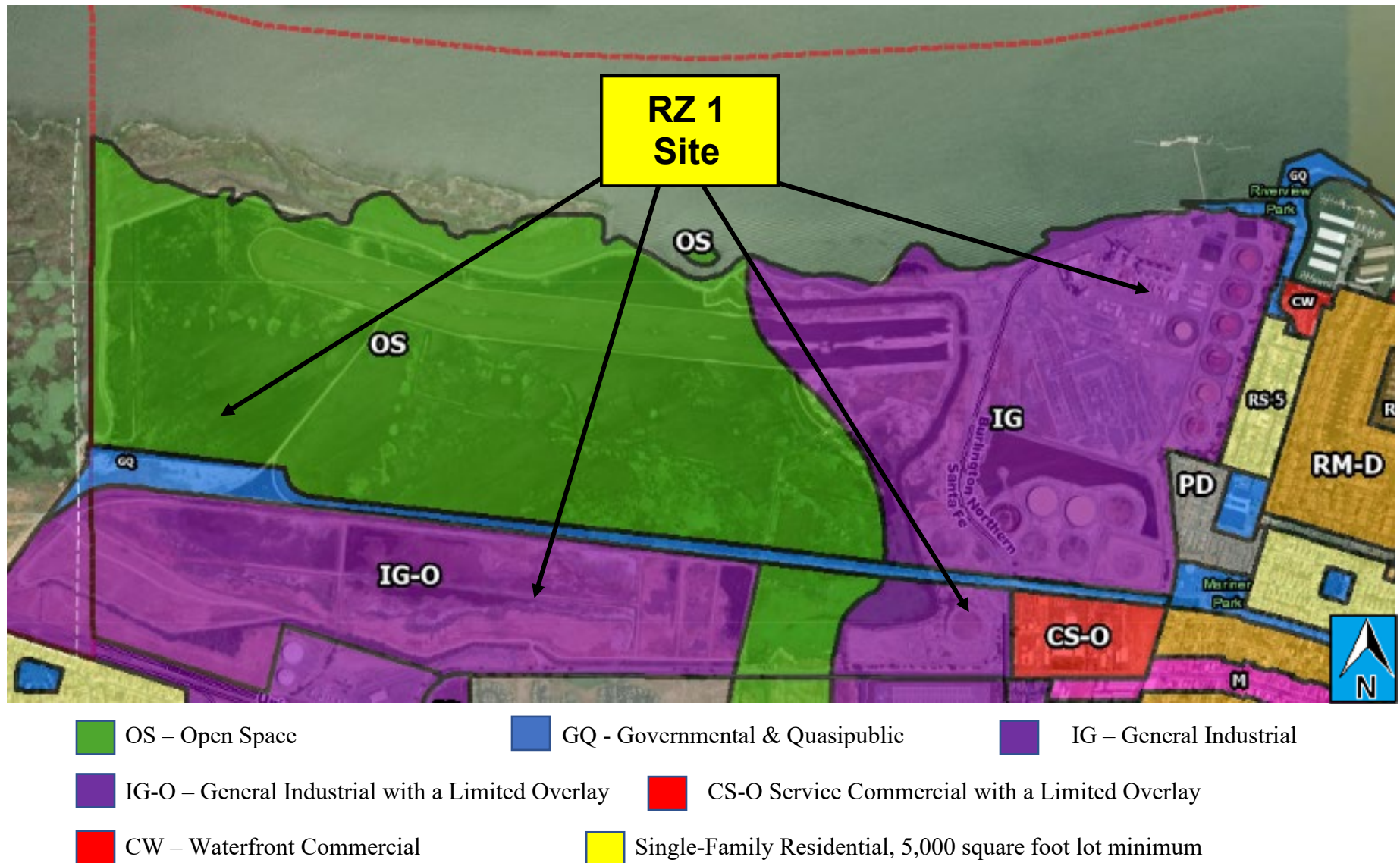
Details specific to the proposed RZ 1 Zoning Map Amendment, including existing and proposed Zoning designations, parcel sizes, and locations can be found in the table below.

Zoning Map Amendment RZ 1

APN	Total Approximate Acreage	Existing Zoning	Proposed Zoning	Current Use
096-100-031	231	General Industrial with Limited Overlay (IG-O); Open Space (OS); Governmental and Quasipublic (GQ)	General Industrial with Limited Overlay (IG-O); Open Space (OS); Governmental and Quasipublic (GQ); Single Family Residential 4,000 - 5,000 square foot minimum lot size with a Limited Overlay (RS-4-O/RS-5-O); Medium-to-High Density Residential with a Limited Overlay (RM-O/RH-O), High Density Residential with a limited Overlay (RH-O)	Historical use as former fill area, and no current use.
096-100-032	497	Open Space (OS); General Industrial (IG), Governmental and Quasipublic (GQ)	Open Space (OS); Governmental and Quasipublic (GQ); Waterfront Commercial with a Limited Overlay (CW-O); Limited Industrial with a Limited Overlay (IL-O)	Cooling water canal and three cooling towers (not in use); is the western portion of former Power Plant industrial area.
096-100-033	24	General Industrial (IG)	Waterfront Commercial with a Limited Overlay (CW-O); Limited Industrial with a Limited Overlay (IL-O)	Formerly used as the Power Plant industrial area. Industrial structures exist on site.
096-100-034	116	General Industrial (IG); Governmental and Quasipublic (GQ)	Governmental and Quasipublic (GQ); Waterfront Commercial with a Limited Overlay (CW-O); Limited Industrial with a Limited Overlay (IL-O); Single Family Residential 4,000 - 5,000 square foot minimum lot size with a Limited Overlay (RS-4-O/RS-5-O); High Density Residential with a limited Overlay (RH-O)	Formerly used as a tank farm.

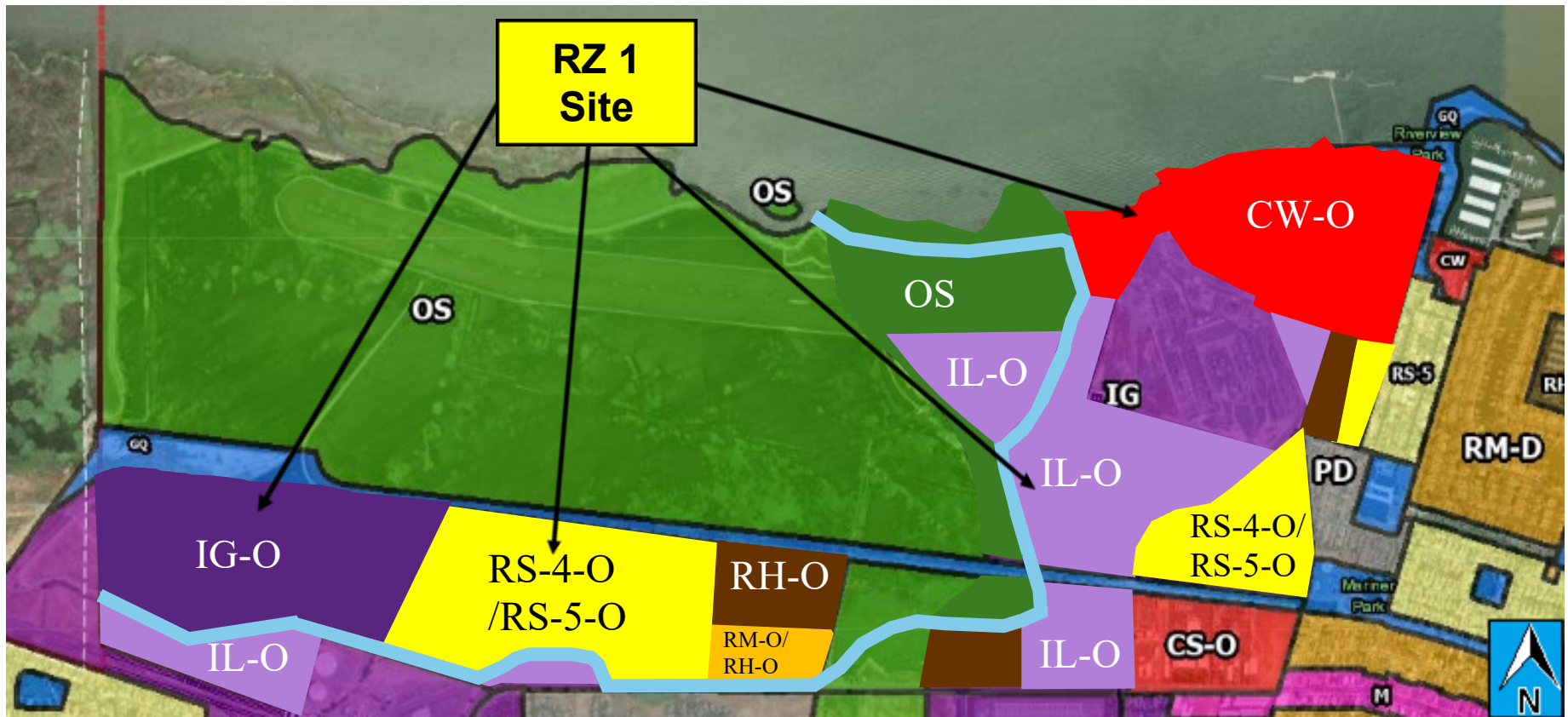
Zoning Map Amendment RZ 1

Fig. 1: Existing Zoning Districts



Zoning Map Amendment RZ 1

Fig. 2: Proposed Zoning Districts



- | | | |
|--|--|--|
| OS – Open Space | GQ - Governmental & Quasipublic | RH-O High Density Residential with a Limited Overlay |
| RS-4-O/RS-5-O Single-Family Residential, 4,000 - 5,000 square foot lot minimum | | |
| IL-O – Limited Industrial with a Limited Overlay | IG-O – General Industrial with a Limited Overlay | |
| CW-O – Waterfront Commercial with a Limited Overlay | Willow Creek | |
| RM-O/RH-O – Medium to High Density Residential with a Limited Overlay | IG – General Industrial | |

Rezone 1

CW-O Land Use Regulations

Waterfront Commercial with Limited Overlay (CW-O) District

CW-O District Land Use Regulations

Land Use Regulations for the CW-O District shall be the same as those of the base Waterfront Commercial (CW) District pursuant to Pittsburgh Municipal Code (PMC) Section 18.52.010, with the addition of Administrative, Business, and Professional Offices, Data Center, Energy, Financial Offices, Government/Public Offices, Medical Offices and Medical Testing, Research and Development Services and Production, Manufacturing (Custom and Limited), Warehouse and Distribution (Interior and Exterior Storage) as defined in this Overlay District Ordinance.

The Zoning Administrator shall review Land Use proposed as part of a development application and provide a determination for consistency with the CW-O District and prescribe applicable review procedure, and conditionally issue approval.

CW-O District Property Development Regulations

Property Development Regulations for the CW-O District shall be the same as those of the base Waterfront Commercial (CW) District pursuant to PMC Section 18.52.115, unless superseded by any applicable Condition of Approval, Specific Plan, Mater Plan, or as determined by the Zoning Administrator.

Applicants must submit a development application to the Community and Economic Development Department – Planning Division pursuant to PMC Section 18.12.010 and Chapter 18.32 for review and conformity with the standards listed therein and design review guidelines listed within PMC 18.36.200. The Zoning Administrator shall review the package and provide a determination for consistency with the CW-O District, prescribe applicable review procedure, and conditionally issue approval.

The Zoning Administrator shall be responsible for administering the provisions of this Overlay District and shall have authority to review and approve the permitted uses and determine if specific uses are consistent with the objectives and provisions of the CW-O District.

CW-O Additional Land Use Regulations

Use Classifications	Definitions
Administrative, Business, and Professional Offices	Establishment engaged in the provision of executive, management, administrative, consulting, or professional services, such as architectural, design, engineering, real estate, information technology and technology support, insurance, investment, legal, secretarial, accounting, graphic arts, typesetting, desktop publishing, advertising, marketing, title insurance, bail bonds, travel, entertainment, collection, or personnel agency. This classification includes health program administration or management offices and workspaces created for business incubators/incubation.
Data Center	A facility providing for the storage of networked computer servers and related hardware equipment typically used by organizations for the remote storage, processing, or distribution of large amounts of data.
Energy	A facility primarily comprised of mechanical and electrical spaces that will house energy production, energy conversion, and energy distribution equipment.
Financial Offices	Financial institution, including credit union office or check cashing service, that provides retail banking services to individuals and businesses. This classification includes only those institutions engaged in the on-site circulation of cash money.

Government/Public Offices	Administrative, clerical, or public contact office of a federal, state or local government agency, including postal facilities, together with incidental storage and maintenance of vehicles.
Medical Offices and Medical Testing	Offices of state-licensed firms or organizations that provide human physical and psychological health services and resources, such as physicians, dentists, chiropractors, physical therapists, psychiatrists, psychologists, counseling and family planning services, optometrists, or acupuncturists. This classification includes only those facilities intended for outpatient medical services, and may include medical/dental laboratory incidental to the office use.
Research and Development Services and Production	Research and Development Services establishments are primarily engaged in industrial or scientific research, including limited product testing. This classification includes electronic research firm or pharmaceutical research laboratory. Research and Development Productions establishments are primarily engaged in the research, development, testing, and controlled production and wholesale of high-technology electronic, industrial, or scientific products or commodities within an enclosed building, but does not include uses that may be objectionable by reason of production of offensive odor, dust, noise, vibration, or storage of hazardous materials. Uses include biotechnology, film, and nontoxic electronic and computer component manufacturers.
Manufacturing (Custom and Limited)	An industrial activity involving the making of goods or products by manual labor or machine process, including incidental and related processing, storage, wholesaling and distribution. Limited. Establishment engaged in the fabrication, assembly, processing, treatment, or packaging of finished parts or products from previously prepared materials within an enclosed building, excluding food and drug processing. Custom. Establishment primarily engaged in on-site production of goods by hand manufacturing involving the use of hand tools and small-scale equipment. This classification may include the incidental direct sale to consumers of only those products produced on-site. Typical uses include ceramic studio, candle-making, boatwright, custom jewelry manufacture, ornamental iron works, cabinet shop, or stained/leaded glass studio.
Warehouse and Distribution (Interior and Exterior Storage)	Establishment engaged in the wholesale, distribution and warehousing of goods. Uses in this category provide storage space for bulk quantities of commercial goods, or sell or arrange the sale of goods from suppliers to other wholesalers or retailers. Establishments under this classification may sort, package and label products for distribution, but do not display merchandise or accommodate walk-in retail customers. With Interior Storage. Storage and handling of goods and equipment is entirely within an enclosed building. With Exterior Storage. Storage and handling of goods and equipment is entirely or partially outdoors, even if screened from public view. This classification does not include junk or vehicle dismantling yard, or disposal facility.

Rezone 1

IG-O Land Use Regulations

General Industrial with Limited Overlay (IG-O) District

IG-O District Land Use Regulations

Land Use Regulations for the IG-O District shall be the same as those of the base General Industrial (IG) District pursuant to Pittsburgh Municipal Code (PMC) Section 18.54.010, with the addition of Administrative, Business, and Professional Offices, Data Center, Energy, Financial Offices, Government/Public Offices, Medical Offices and Medical Testing, Research and Development Services and Production, Manufacturing (Custom and Limited), Warehouse and Distribution (Interior and Exterior Storage) as defined in this Overlay District Ordinance.

The Zoning Administrator shall review Land Use proposed as part of a development application and provide a determination for consistency with the IG-O District and prescribe applicable review procedure, and conditionally issue approval.

IG-O District Property Development Regulations

Property Development Regulations for the IG-O District shall be the same as those of the base General Industrial (IG) District pursuant to PMC Section 18.54.115, unless superseded by any applicable Condition of Approval, Specific Plan, Mater Plan, or as determined by the Zoning Administrator.

Applicants must submit a development application to the Community and Economic Development Department – Planning Division pursuant to PMC Section 18.12.010 and Chapter 18.32 for review and conformity with the standards listed therein and design review guidelines listed within PMC Section 18.36.200. The Zoning Administrator shall review the package and provide a determination for consistency with the IG-O District, prescribe applicable review procedure, and conditionally issue approval.

The Zoning Administrator shall be responsible for administering the provisions of this Overlay District and shall have authority to review and approve the permitted uses and determine if specific uses are consistent with the objectives and provisions of the IG-O District.

IG-O Additional Land Use Regulations

Use Classifications	Definitions
Administrative, Business, and Professional Offices	Establishment engaged in the provision of executive, management, administrative, consulting, or professional services, such as architectural, design, engineering, real estate, information technology and technology support, insurance, investment, legal, secretarial, accounting, graphic arts, typesetting, desktop publishing, advertising, marketing, title insurance, bail bonds, travel, entertainment, collection, or personnel agency. This classification includes health program administration or management offices and workspaces created for business incubators/incubation.
Data Center	A facility providing for the storage of networked computer servers and related hardware equipment typically used by organizations for the remote storage, processing, or distribution of large amounts of data.
Energy	A facility primarily comprised of mechanical and electrical spaces that will house energy production, energy conversion, and energy distribution equipment.
Financial Offices	Financial institution, including credit union office or check cashing service, that provides retail banking services to individuals and businesses. This classification includes only those institutions engaged in the on-site circulation of cash money.

Government/Public Offices	Administrative, clerical, or public contact office of a federal, state or local government agency, including postal facilities, together with incidental storage and maintenance of vehicles.
Medical Offices and Medical Testing	Offices of state-licensed firms or organizations that provide human physical and psychological health services and resources, such as physicians, dentists, chiropractors, physical therapists, psychiatrists, psychologists, counseling and family planning services, optometrists, or acupuncturists. This classification includes only those facilities intended for outpatient medical services, and may include medical/dental laboratory incidental to the office use.
Research and Development Services and Production	Research and Development Services establishments are primarily engaged in industrial or scientific research, including limited product testing. This classification includes electronic research firm or pharmaceutical research laboratory. Research and Development Productions establishments are primarily engaged in the research, development, testing, and controlled production and wholesale of high-technology electronic, industrial, or scientific products or commodities within an enclosed building, but does not include uses that may be objectionable by reason of production of offensive odor, dust, noise, vibration, or storage of hazardous materials. Uses include biotechnology, film, and nontoxic electronic and computer component manufacturers.
Manufacturing (Custom and Limited)	An industrial activity involving the making of goods or products by manual labor or machine process, including incidental and related processing, storage, wholesaling and distribution. Limited. Establishment engaged in the fabrication, assembly, processing, treatment, or packaging of finished parts or products from previously prepared materials within an enclosed building, excluding food and drug processing. Custom. Establishment primarily engaged in on-site production of goods by hand manufacturing involving the use of hand tools and small-scale equipment. This classification may include the incidental direct sale to consumers of only those products produced on-site. Typical uses include ceramic studio, candle-making, boatwright, custom jewelry manufacture, ornamental iron works, cabinet shop, or stained/leaded glass studio.
Warehouse and Distribution (Interior and Exterior Storage)	Establishment engaged in the wholesale, distribution and warehousing of goods. Uses in this category provide storage space for bulk quantities of commercial goods or sell or arrange the sale of goods from suppliers to other wholesalers or retailers. Establishments under this classification may sort, package and label products for distribution, but do not display merchandise or accommodate walk-in retail customers. With Interior Storage. Storage and handling of goods and equipment is entirely within an enclosed building. With Exterior Storage. Storage and handling of goods and equipment is entirely or partially outdoors, even if screened from public view. This classification does not include junk or vehicle dismantling yard, or disposal facility.

Rezone 1

IL-O Land Use Regulations

Limited Industrial with Limited Overlay (IL-O) District

IL-O District Land Use Regulations

Land Use Regulations for the IL-O District shall be the same as those of the base Limited Industrial (IL) District pursuant to Pittsburgh Municipal Code (PMC) Section 18.54.010, with the addition of Administrative, Business, and Professional Offices, Data Center, Energy, Financial Offices, Government/Public Offices, Medical Offices and Medical Testing, Research and Development Services and Production, Manufacturing (Custom and Limited), Warehouse and Distribution (Interior and Exterior Storage) as defined in this Overlay District Ordinance.

The Zoning Administrator shall review Land Use proposed as part of a development application and provide a determination for consistency with the IL-O District and prescribe applicable review procedure, and conditionally issue approval.

IL-O District Property Development Regulations

Property Development Regulations for the IL-O District shall be the same as those of the base Limited Industrial (IL) District pursuant to PMC Section 18.54.115, unless superseded by any applicable Condition of Approval, Specific Plan, Mater Plan, or as determined by the Zoning Administrator.

Applicants must submit a development application to the Community and Economic Development Department – Planning Division pursuant to PMC Section 18.12.010 and Chapter 18.32 for review and conformity with the standards listed therein and design review guidelines listed within PMC Section 18.36.200. The Zoning Administrator shall review the package and provide a determination for consistency with the IL-O District, prescribe applicable review procedure, and conditionally issue approval.

The Zoning Administrator shall be responsible for administering the provisions of this Overlay District and shall have authority to review and approve the permitted uses and determine if specific uses are consistent with the objectives and provisions of the IL-O District.

IL-O Additional Land Use Regulations

Use Classifications	Definitions
Administrative, Business, and Professional Offices	Establishment engaged in the provision of executive, management, administrative, consulting, or professional services, such as architectural, design, engineering, real estate, information technology and technology support, insurance, investment, legal, secretarial, accounting, graphic arts, typesetting, desktop publishing, advertising, marketing, title insurance, bail bonds, travel, entertainment, collection, or personnel agency. This classification includes health program administration or management offices and workspaces created for business incubators/incubation.
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Financial Offices	Financial institution, including credit union office or check cashing service, that provides retail banking services to individuals and businesses. This classification includes only those institutions engaged in the on-site circulation of cash money.

Government/Public Offices	Administrative, clerical, or public contact office of a federal, state or local government agency, including postal facilities, together with incidental storage and maintenance of vehicles.
Hospitals and Large-Scale Medical Facilities	Facility providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons, primarily on an inpatient basis. This classification includes incidental facilities for out-patient treatment, as well as training, research, and administrative services for patients and employees.
Medical Offices and Medical Testing	Offices of state-licensed firms or organizations that provide human physical and psychological health services and resources, such as physicians, dentists, chiropractors, physical therapists, psychiatrists, psychologists, counseling and family planning services, optometrists, or acupuncturists. This classification includes only those facilities intended for outpatient medical services, and may include medical/dental laboratory incidental to the office use.
Research and Development Services and Production	Research and Development Services establishments are primarily engaged in industrial or scientific research, including limited product testing. This classification includes electronic research firm or pharmaceutical research laboratory. Research and Development Productions establishments are primarily engaged in the research, development, testing, and controlled production and wholesale of high-technology electronic, industrial, or scientific products or commodities within an enclosed building, but does not include uses that may be objectionable by reason of production of offensive odor, dust, noise, vibration, or storage of hazardous materials. Uses include biotechnology, film, and nontoxic electronic and computer component manufacturers.
Manufacturing (Custom and Limited)	An industrial activity involving the making of goods or products by manual labor or machine process, including incidental and related processing, storage, wholesaling and distribution. Limited. Establishment engaged in the fabrication, assembly, processing, treatment, or packaging of finished parts or products from previously prepared materials within an enclosed building, excluding food and drug processing. Custom. Establishment primarily engaged in on-site production of goods by hand manufacturing involving the use of hand tools and small-scale equipment. This classification may include the incidental direct sale to consumers of only those products produced on-site. Typical uses include ceramic studio, candle-making, boatwright, custom jewelry manufacture, ornamental iron works, cabinet shop, or stained/leaded glass studio.
Warehouse and Distribution (Interior and Exterior Storage)	Establishment engaged in the wholesale, distribution and warehousing of goods. Uses in this category provide storage space for bulk quantities of commercial goods, or sell or arrange the sale of goods from suppliers to other wholesalers or retailers. Establishments under this classification may sort, package and label products for distribution, but do not display merchandise or accommodate walk-in retail customers. With Interior Storage. Storage and handling of goods and equipment is entirely within an enclosed building. With Exterior Storage. Storage and handling of goods and equipment is entirely or partially outdoors, even if screened from public view. This classification does not include junk or vehicle dismantling yard, or disposal facility.

Rezone 1

RM-O/RH-O Land Use Regulations

Medium-to-High Density Residential with Limited Overlay (RM-O/RH-O) District

RM-O/RH-O District Land Use Regulations

Land Use Regulations for the RM-O/RH-O District shall be the same as those of the base Medium and High-Density Residential Districts pursuant to Pittsburgh Municipal Code (PMC) Section 18.50.010, with the addition of Mixed-Use Development and Live-Work Unit Development, as defined in this Overlay District Ordinance.

The Zoning Administrator shall review Land Use proposed as part of a development application and provide a determination for consistency with the RM-O/RH-O District and prescribe applicable review procedure, and conditionally issue approval.

RM-O/RH-O District Property Development Regulations

Property Development Regulations for the RM-O/RH-O District shall be the same as those of the base Medium and High Density Residential Districts pursuant to PMC Section 18.50.115, unless superseded by any applicable Condition of Approval, Specific Plan, Mater Plan, or as determined by the Zoning Administrator.

Applicants must submit a development application to the Community and Economic Development Department – Planning Division pursuant to PMC Section 18.12.010 and Chapter 18.32 for review and conformity with the standards listed therein and design review guidelines listed within Article II and/or Article III of PMC Chapter 18.36. The Zoning Administrator shall review the package and provide a determination for consistency with the RM-O/RH-O District, prescribe applicable review procedure, and conditionally issue approval.

The Zoning Administrator shall be responsible for administering the provisions of this Overlay District and shall have authority to review and approve the permitted uses and determine if specific uses are consistent with the objectives and provisions of the RM-O/RH-O District.

RM-O/RH-O Additional Land Use Regulations

Use Classifications	Definitions
Mixed-Use Development	Integrated development consisting of Residential, Commercial, and/or Industrial Activities. Development may or may not be contained in a single building.
Live-Work Unit Development	Development which contains separate residential and non-residential areas intended for both residential and non-residential uses concurrently and shares a common wall or floor with direct access between the residential and non-residential areas. Non-residential areas shall be considered “Flex Space.” Flex Space is generally on the first floor of a Live-Work unit and provides an opportunity for commercial use with or without public access, which may be utilized by the resident of the live-work unit or may be independently rented or leased.

Rezone 1

RH-O Land Use Regulations

High Density Residential with Limited Overlay (RH-O) District

RH-O District Land Use Regulations

Land Use Regulations for the RH-O District shall be the same as those of the base High-Density Residential Districts pursuant to Pittsburgh Municipal Code (PMC) Section 18.50.010, with the addition of Mixed-Use Development and Live-Work Unit Development, as defined in this Overlay District Ordinance.

The Zoning Administrator shall review Land Use proposed as part of a development application and provide a determination for consistency with the RH-O District and prescribe applicable review procedure, and conditionally issue approval.

RH-O District Property Development Regulations

Property Development Regulations for the RH-O District shall be the same as those of the base High Density Residential District pursuant to PMC Section 18.50.115, unless superseded by any applicable Condition of Approval, Specific Plan, Mater Plan, or as determined by the Zoning Administrator.

Applicants must submit a development application to the Community and Economic Development Department – Planning Division pursuant to PMC Section 18.12.010 and Chapter 18.32 for review and conformity with the standards listed therein and design review guidelines listed within Article II and/or Article III of PMC Chapter 18.36. The Zoning Administrator shall review the package and provide a determination for consistency with the RH-O District, prescribe applicable review procedure, and conditionally issue approval.

The Zoning Administrator shall be responsible for administering the provisions of this Overlay District and shall have authority to review and approve the permitted uses and determine if specific uses are consistent with the objectives and provisions of the RH-O District.

RH-O Additional Land Use Regulations

Use Classifications	Definitions
Mixed-Use Development	Integrated development consisting of Residential, Commercial, and/or Industrial Activities. Development may or may not be contained in a single building.
Live-Work Unit Development	Development which contains separate residential and non-residential areas intended for both residential and non-residential uses concurrently and shares a common wall or floor with direct access between the residential and non-residential areas. Non-residential areas shall be considered “Flex Space.” Flex Space is generally on the first floor of a Live-Work unit and provides an opportunity for commercial use with or without public access, which may be utilized by the resident of the live-work unit or may be independently rented or leased.

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Zoning Map and	)	
Establishing a Limited Overlay District	)	ORDINANCE NO. 24-
to Implement the 2040 General Plan	)	
Land Use Map on a 103.14-Acre Site	)	
Located at 2222 Golf Club Road, AP-	)	
<u>24-0033 (RZ).</u>	)	

WHEREAS, on April 15, 2024, the City of Pittsburgh reviewed an application consistent with Government Code Section 65860, for a series of Zoning Map Amendments to achieve internal consistency between the 2040 General Plan and the City's Zoning Ordinance; and

WHEREAS, on April 30, 2024, City staff filed Planning Application No. 24-0033 (RZ), requesting to amend the Zoning Map for the 103.14-acre property from OS (Open Space) to IL-O (Limited Industrial with Limited Overlay) District to allow for Employment Center Industrial ("ECI") uses and to establish a Limited Overlay District; and

WHEREAS, on May 6, 2024, the City Council adopted the 2040 General Plan, redesignating the 103.14-acre property from "Park" to "ECI," and certified the Final Environmental Impact Report ("FEIR") under Resolution Nos. 24-14464 and 24-14463; and

WHEREAS, the Economic Development Element of the 2040 General Plan identifies "Employment and Revenue-Generating Sites," in Figure 6-1, including a 103.14-acre portion of the former Delta View Golf Course property designated as ECI; and

WHEREAS, Chapter 18.48 of Pittsburgh Municipal Code ("PMC") identifies the Planning Commission as the advisory body to the City Council on Zoning Map Amendments, and requires that the Commission conduct a public hearing and determine, prior to making its recommendation, that: 1) the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan; 2) a community need is demonstrated for the change proposed; and 3) its adoption will be in conformity with public convenience, general welfare and good zoning practice; and

WHEREAS, on June 11, 2024, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10247, recommending City Council adoption of the proposal in its entirety, including the requested Zoning Map Amendment of the 103.14-acre property and the associated Overlay Plan; and

WHEREAS, on or prior to Friday, June 21, 2024, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.A - D, a "Notice of Public Hearing," for the July 1, 2024, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburgh Library, Marina Community Center and Pittsburgh Senior Center; and was mailed via electronic mail to interested parties and to individuals who had previously filed written request for such notice; posted on www.nextdoor.com ("Nextdoor") and was sent directly to all subscribed residents in all neighborhoods within Pittsburgh City limits; and

WHEREAS, in order to approve a Zoning Amendment, the City Council must find (in accordance with PMC sections 18.16.020 and 18.48.030) that:

1. the amendments are consistent with the objectives, policies, general land uses and programs in the General Plan;
2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed;
3. there is a community need for the change proposed; and
4. the change will be in conformity with the public convenience, general welfare, and good zoning practice; and

WHEREAS, in order to approve an Overlay Plan, the City Council must find (in accordance with PMC section 18.74.060) that the Overlay Plan:

1. Is necessary because there are special or unique characteristics of the site or improvements that require land use and development regulations that cannot be adequately accommodated or controlled by the base zoning district;
2. Conforms to the general plan; and
3. Generally complies with the land use and development regulations of the base zoning district.

WHEREAS, on July 1, 2024, the City Council held a duly-noticed public hearing to approve the proposed Zoning Map Amendment and Overlay Plan for the 103.14-acre property, at which time oral and/or written testimony was considered.

NOW, THEREFORE, the City Council of the City of Pittsburgh does ORDAIN as follows:

SECTION 1. Findings.

- A. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.
- B. Based on the City Council Staff Report entitled, "Ordinance Amending the Zoning Map and Establishing Limited Overlay Districts to Implement the City of Pittsburgh 2040 General Plan Land Use Map, AP-24-0033 (RZ)," dated July 1, 2024, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburgh, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. The proposed Zoning Map Amendment is consistent with and conforms to the 2040 General Plan. The project site has a land use designation of 'Employment Center Industrial'. This land use designation is intended to foster "vibrant, diverse, and dynamic employment hubs that accommodate technology, advanced manufacturing, logistics, and other sectors that generate substantial employment opportunities; uses may also include administrative, financial, business, professional, medical and public offices, business incubators, research and development, custom and light manufacturing, limited assembly, warehousing and distribution, data centers, technology and innovation, energy, hospitals and large-scale medical facilities, services, light and heavy automobile services, and supporting commercial uses." Table 2-2 (Land Use and Zoning Consistency Matrix) of the 2040 General Plan identifies the IL (Limited Industrial District) as an implementing Zoning District for the Employment Center Industrial land use designation. The proposed Overlay District would be consistent with the intent of the ECI land use designation in that the proposed allowable uses within the overlay would include technology-focused, employment-generating uses.

The proposed Zoning Map Amendment is consistent with the objectives, policies, general land uses, and programs specified in the 2040 General Plan, in that:

- A. It will promote optimal, orderly, well-planned, and diverse land uses, including a compact urban form within the City's projected municipal boundary that provides a mix and distribution of uses to meet Pittsburg's needs, including mixed-use development, infill development, and reuse and revitalization of underutilized and brownfield sites (Goal G-2-1).
 - B. It will ensure consistency and compatibility between the Land Use Map, land use designations, and implementing plans, ordinances, and regulations (Policy 2-P-1.3).
 - C. It will promote business development in a range of sectors that contribute to the local and regional economy, provide high-wage and skilled jobs for Pittsburg residents (Goal G-2-4).
 - D. It will support office, business, and industrial land uses that will improve the City's employment base through high-quality, well-paid jobs that attract the technology, energy, and industrial sectors desired by the community (Policy 2-P-4.5).
 - E. It will facilitate attraction, retention, and expansion of businesses that meet the City's economic development objectives and maintain a desirable climate for conducting business in and with the City (Goal G-6-2).
 - F. It will encourage new businesses and project development under the Employment Center Industrial land use classification (Policy 6-P-2.14).
2. The proposed Zoning Map Amendment would be consistent with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed, in that employment center industrial uses, such as laboratories, custom

and limited manufacturing, and research and development, are permitted within the Limited Industrial (IL) District. The proposed Limited Overlay for the 103.14-acre property would require that all allowed uses and development standards follow the Overlay Plan which contains similar uses allowed in the IL District.

3. The proposed Zoning Map Amendment would help achieve the objectives in the Economic Development Element of the 2040 General Plan by expanding business opportunities in the technology sector and encouraging employment growth as it improves the jobs/housing balance. The proposed Zoning Map Amendment would create additional employment opportunities within the City and generate property and sales taxes to help contribute to the City's revenue stream. The proposed Zoning Map Amendment would allow for employment-generating uses that follow the prescribed development standards and design guidelines in the Overlay Plan.
4. The proposed Zoning Map Amendment would facilitate the use of a portion of a defunct golf course and help the City achieve its Economic Development Objectives, by enhancing the assessed value of the land and creating additional employment opportunities. Approval of this amendment would assist in facilitating the development of a technology-focused business park, a public convenience development for the area on an underutilized parcel. The proposed Zoning Map Amendment will be in conformity with the public convenience, general welfare, and good zoning practice, in that it will encourage development of employment and revenue-generating uses, which could help eradicate existing problems that come with blighted sites, such as illegal dumping and loitering.
5. The proposed Overlay Plan is necessary because there is a community need for employment and technology uses and there are special or unique characteristics of the site or improvements that require land use and development regulations that cannot be adequately accommodated or controlled by the base zoning district.
6. The proposed Overlay Plan conforms to the 2040 General Plan, in that it would provide the community with multiple industrial and executive technology use options for the project site while still providing site development and operational controls through the zoning administrator review and design review process to ensure that any new or proposed businesses do not become a nuisance for the surrounding neighbors, nor the City as a whole.
7. The proposed Overlay Plan generally complies with the land use and development regulations of the base zoning district, in that it will encourage development of employment and revenue-generating uses consistent with the Industrial Use Classification.

SECTION 2. CEQA.

The proposed Zoning Map Amendment is subject to the California Environmental Quality Act (CEQA), and the CEQA Guidelines (Public Resources Code section 21080). On May 6, 2024, the Pittsburg City Council adopted the 2040 General Plan and certified the FEIR in Resolution Nos. 24-14463 and 24-14464, making the required findings under CEQA (State Clearinghouse No. 2022040427).

CEQA Guidelines Section 15164(a) provides that the lead agency or a responsible agency shall prepare an Addendum to a previously certified EIR or Negative Declaration (ND) if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a Subsequent EIR or ND have occurred.

Pursuant to the provisions of the CEQA Guidelines, an Addendum was prepared for the proposed Zoning Map Amendments to determine whether and to what extent the prior certified FEIR remains sufficient to address the potential impacts of the proposed Zoning Map Amendment, or whether additional documentation may be required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] §§ 21000, et seq.).

There are no substantial changes proposed by the Zoning Map Amendment or the circumstances in which the proposed Zoning Map Amendment would be undertaken that would require major revisions of the prior certified FEIR. The proposed Zoning Map Amendment does not require preparation of a new subsequent or supplemental EIR due to: 1) the involvement of new significant environmental effects, (2) a substantial increase in the severity of previously identified significant effects, or (3) new information of substantial importance. No mitigation measures or alternatives previously found not to be feasible would in fact be feasible. Rather, all the impacts associated with the proposed Zoning Map Amendment are within the envelope of impacts addressed in the prior certified FEIR. Therefore, staff determined that preparation of a supplemental or Subsequent EIR or ND was not required and that an Addendum provides the required documentation under CEQA for the proposed Zoning Map Amendment.

SECTION 3. Amendment.

Based on the findings and the authority set forth above, the City Council hereby amends the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to change the zoning for a 103.14-acre site located at 2222 Golf Club Road from OS (Open Space) to IL-O (Limited Industrial with Limited Overlay), with accompanying Overlay Plan, as depicted in Exhibit A of this Ordinance.

SECTION 4. Effective Date.

This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 5. Severability.

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 6. Publication.

The ordinance shall be posted and published in accordance with California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on July 1, 2024, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Attachment 4 - Exhibit A
RZ 2 Zoning Map Amendment

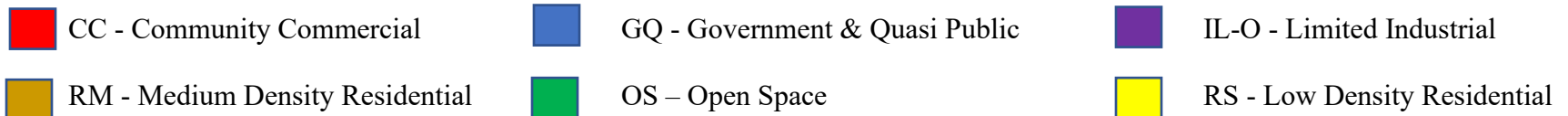
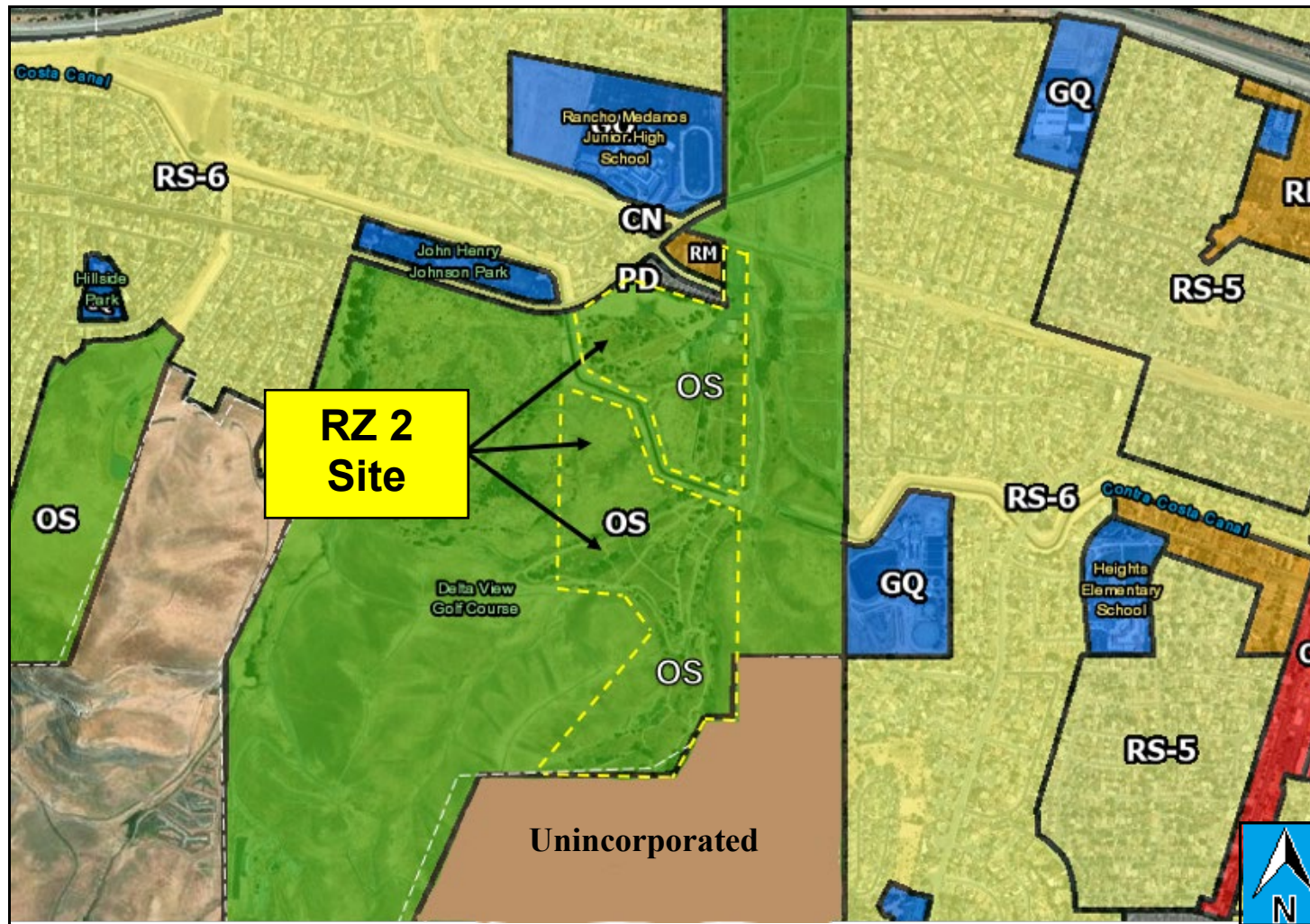
Rezone 2 (RZ 2):

This item includes a Zoning Map Amendment from OS (Open Space) to IL-O (Limited Industrial with Limited Overlay District) to allow for Employment Center Industrial (ECI) uses consistent with the 2040 General Plan Land Use Map on a 103.14-acre site located on the eastern half of the former Delta View Golf Course south of West Leland Road near 2222 Golf Club Road.

APN	Total Approximate Acreage	Existing Zoning	Proposed Zoning	Current Use
095-160-001	2.97	Open Space (OS)	Limited Industrial with Limited Overlay (IL-O)	Vacant; Former Golf Course
095-150-032	13.24	Open Space (OS)	Limited Industrial with Limited Overlay (IL-O)	Vacant; Former Golf Course
095-160-002	20.50	Open Space (OS)	Limited Industrial with Limited Overlay (IL-O)	Vacant; Former Golf Course
094-080-046	66.43	Open Space (OS)	Limited Industrial with Limited Overlay (IL-O)	Vacant; Former Golf Course

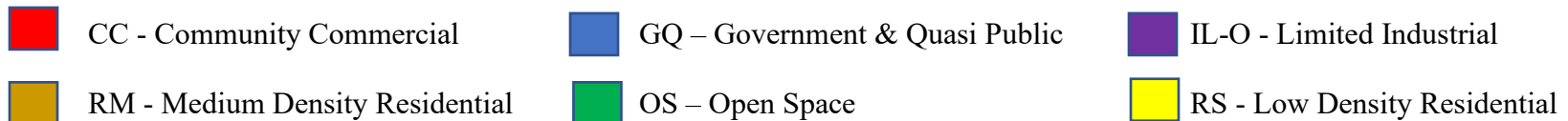
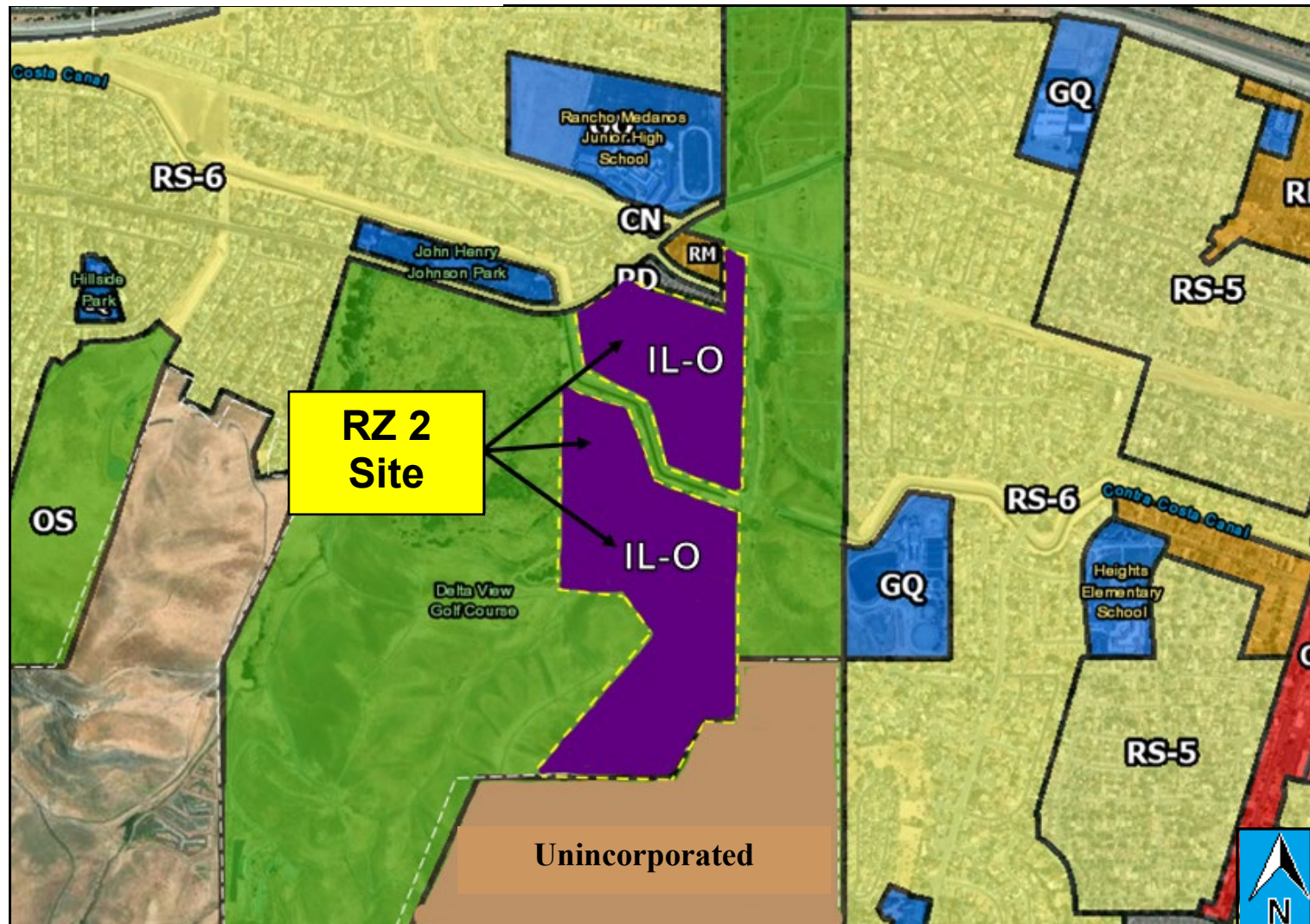
Zoning Map Amendment RZ 2

Fig. 1: Existing Zoning District



Zoning Map Amendment RZ 2

Fig. 2: Proposed Zoning District



Rezone 2 IL-O Land Use Regulations

Limited Industrial with Limited Overlay (IL-O) District

IL-O Permitted Uses:

Use Classifications	Definitions
Administrative, Business, and Professional Offices	Establishment engaged in the provision of executive, management, administrative, consulting, or professional services, such as architectural, design, engineering, real estate, information technology and technology support, insurance, investment, legal, secretarial, accounting, graphic arts, typesetting, desktop publishing, advertising, marketing, title insurance, bail bonds, travel, entertainment, collection, or personnel agency. This classification includes health program administration or management offices and workspaces created for business incubators/incubation.
Data Center	A facility providing for the storage of networked computer servers and related hardware equipment typically used by organizations for the remote storage, processing, or distribution of large amounts of data.
Energy	A facility primarily comprised of mechanical and electrical spaces that will house energy production, energy conversion, and energy distribution equipment.
Financial Offices	Financial institution, including credit union office or check cashing service, that provides retail banking services to individuals and businesses. This classification includes only those institutions engaged in the on-site circulation of cash money.
Government/Public Offices	Administrative, clerical, or public contact office of a federal, state or local government agency, including postal facilities, together with incidental storage and maintenance of vehicles.
Medical Offices and Medical Testing	Offices of state-licensed firms or organizations that provide human physical and psychological health services and resources, such as physicians, dentists, chiropractors, physical therapists, psychiatrists, psychologists, counseling and family planning services, optometrists, or acupuncturists. This classification includes only those facilities intended for outpatient medical services, and may include medical/dental laboratory incidental to the office use.
Research and Development Services and Production	Research and Development Services establishments are primarily engaged in industrial or scientific research, including limited product testing. This classification includes electronic research firm or pharmaceutical research laboratory. Research and Development Productions establishments are primarily engaged in the research, development, testing, and controlled production and wholesale of high-technology electronic, industrial, or scientific products or commodities within an enclosed building, but does not include uses that may be objectionable by reason of production of offensive odor, dust, noise, vibration, or storage of hazardous materials. Uses include

	biotechnology, film, and nontoxic electronic and computer component manufacturers.
Manufacturing (Custom and Limited)	An industrial activity involving the making of goods or products by manual labor or machine process, including incidental and related processing, storage, wholesaling and distribution. Limited. Establishment engaged in the fabrication, assembly, processing, treatment, or packaging of finished parts or products from previously prepared materials within an enclosed building, excluding food and drug processing. Custom. Establishment primarily engaged in on-site production of goods by hand manufacturing involving the use of hand tools and small-scale equipment. This classification may include the incidental direct sale to consumers of only those products produced on-site. Typical uses include ceramic studio, candle-making, boatwright, custom jewelry manufacture, ornamental iron works, cabinet shop, or stained/leaded glass studio.
Warehouse and Distribution (Interior and Exterior Storage)	Establishment engaged in the wholesale, distribution and warehousing of goods. Uses in this category provide storage space for bulk quantities of commercial goods, or sell or arrange the sale of goods from suppliers to other wholesalers or retailers. Establishments under this classification may sort, package and label products for distribution, but do not display merchandise or accommodate walk-in retail customers. With Interior Storage. Storage and handling of goods and equipment is entirely within an enclosed building. With Exterior Storage. Storage and handling of goods and equipment is entirely or partially outdoors, even if screened from public view. This classification does not include junk or vehicle dismantling yard, or disposal facility.

The Zoning Administrator shall be responsible for administering the provisions of this Overlay and shall have authority to review and approve the permitted uses and determine if specific uses are consistent with the objectives and provisions of the IL-O zone.

Applicants must submit a development application to the Community and Economic Development Department – Planning Division for review and conformity with the standards and design review guidelines listed below. The Zoning Administrator shall review the package and provide a determination for consistency with the IL-O zone and approval.

IL-O Site Design:

The IL-O Project Site Area is approximately 76.38 acres and is bisected by the Contra Costa Canal into two major areas as depicted in Figure No. 1: Site Plan Concept. The approximately 22.05-acre area north of the canal is named Phase 1 and includes future development of a data center and corresponding PG&E and/or Pittsburg Power Company (PPC) substation. The approximately 54.33-acre area south of the canal is designated for future Phases 2 and 3 and designed to accommodate the permitted uses described above.

Carefully planned site design is an important element of all development projects. Site design should help ensure well-functioning and safe circulation around the site and establish aesthetically pleasing developments. Controlled truck site ingress and egress and services areas located at the rear of buildings or screening from public view should be considered. Additionally, articulated building façades and integrated landscape treatments should also be considered.

Estimated Development Capacity:

	Size (AC)	Development Capacity (Sq. Ft.)
Phase 1	22.05	347,740
Phase 2	29.29	368,551
Phase 3	25.04	392,567
Total	76.38	1,108,858

IL-O Property Development Regulations:

Property Development Regulations	Feet
Minimum lot area (sq. ft.)	5,000
Minimum lot width	70
Minimum yards	—
Minimum Front Setback	10
Minimum Side Setback	10
Minimum Side Setback (adjacent to an R or residential PD district)	10
Minimum Corner side Setback	10
Minimum Rear Setback	10
Minimum Rear Setback (adjacent to an R or residential PD district)	10
Maximum front yard (ft.)	—
Maximum height ¹ of structure(s)	99
Minimum height of structure(s)	—
Maximum lot coverage	60%
Maximum FAR	0.5
Minimum site landscaping	7%

¹ Height shall be calculated from the proposed finished grade to top of roof membrane. This excludes screening and architectural facades, i.e., parapet.

IL-O Design Standards:

Building Form/Massing

The shape, size, proportions, and articulation of buildings contribute to the character of the Project Site Area. Designing appropriate attributes for these elements will help buildings blend into the natural character of the Project Site Area and minimize the buildings' perceived size.

Appropriate attributes for a building's design elements that are visible from a public viewing area should include:

- Articulated building facades as well as varying colors and materials to reduce the visual bulk of the building.
- Accentuated entrances through projected or recessed massing or features such as an overhang.
- Variation in roof lines or parapet heights. Note: Height shall be calculated from the proposed finished grade to top of roof membrane.
- Architectural accents such as cornices, trim around windows, grooves in walls, and accent bands can be used to create visual variation along building facades.

Materials, Colors and Textures

Building materials, colors and textures should be used to add visual interest to buildings while blending with the natural character of the Project Site Area.

Building materials and color applications include the following:

- Exterior building materials should include one or more of the following: smooth concrete, textured concrete, masonry block with textured or sandblasted finishes, glass and curtainwall glazing systems, natural and/or manufactured stone, or limited metal panel systems.
- Primary exterior building colors are encouraged to be light and warm tones. Darker and more intense colors should be utilized for accents and to accentuate entrances.
- Materials changes should occur at intersecting planes, preferably at the corners of wall plane changes or where architectural elements intersect. Material changes can also occur elsewhere within wall planes.
- Materials or color applications should terminate at a logical point in relation to architectural features or massing.
- Multiple buildings in a development should have complementary materials and color palettes.

Functional Elements

Security fencing of 8-feet in height or higher may be installed at the perimeter of the property line of each development project.

Where incorporated in landscape design, walls and fences should be designed to complement building materials and colors where feasible.

Guard stations are permitted at the entrances to private drives.

Buffering and Screening

Rooftop, ground equipment, and truck docks shall be screened from the view of adjacent residential districts. Screening materials shall be consistent with building facades and may include fencing landscaping.

Landscape Design

Landscaping is a required component for the Project Site Area. Landscape design is intended to enhance site development with aesthetically pleasing and drought-tolerant landscaping.

- Landscaping should be used to soften the appearance of buildings and provide a buffer with open areas and the roadway.
- Landscaping should blend with the natural environment.
- Planting selection shall follow City requirements and consist of predominantly drought-tolerant plants.
- Use landscaping as part of storm water management best management practices (BMPs)
- Ground cover should be designed to have 100 percent coverage within one year.

Fire prevention is a key element of the landscape design and the continued maintenance of the Project Site Area. Landscaping shall be designed, installed, and maintained in accordance with Pittsburg Municipal Code (PMC) Chapter 15.20 - California Fire Code, an amended version of the 2022 California Fire Code (CFC).

The southern and eastern perimeter of Phase 3 is within a State Responsibility Area (SRA) and is classified as a High Fire Hazard Severity Zone (FHSZ), see Figure No. 2. Additional measures required for this area are specified in the CFC.

Signs

Signage in the Project Site Area shall be subject to Title 19 PMC Sign Regulations. The purpose of Title 19 PMC is to provide standards to promote and protect life, health, property and the public welfare by controlling the design, colors, quality of materials, construction, size, location, placement and maintenance of signs and sign structures.

IL-O Conformity Determinations and Development Application:

Applicant must submit a development application to the Planning Department for review and conformity with the standards and design review guidelines for the IL-O zone. The Zoning Administrator shall review development application packages and provide a determination for consistency and approval. Pursuant to PMC section 18.18.050, the decision of the Zoning Administrator can be appealed to the Planning Commission.

The required information that must be included in the development application, pursuant to PMC section 18.36.210 includes:

- 1) Site plan showing:
 - a. General location of property;
 - b. Property boundaries;
 - c. Existing topography and proposed grading (for property no less than 10 acres, a contour interval no greater than five feet and a horizontal map scale of one-inch equals 50 feet or larger shall be used; for property larger than 10 acres, a contour interval no greater than 10 feet and a horizontal map scale of one-inch equals 100 feet or larger shall be used);
 - d. All existing and proposed structures, the height of each structure and number of dwelling units in each structure;
 - e. All existing and proposed signs;
 - f. Location and approximate height of all adjacent structures on abutting sites;
 - g. Location, dimensions, and quantity of existing and proposed off-street parking, with a statement indicating whether it conforms to applicable regulations;
 - h. Existing and proposed vehicular and pedestrian ways, and trails, with grades, widths, and types of improvements;
 - i. Proposed vehicular access between site and public street;
 - j. Locations, names, and widths of abutting streets;
 - k. Existing and proposed utilities;
 - l. Existing and proposed recreational facilities;
 - m. Existing and proposed storm drainage facilities;
 - n. Location of existing trees on the site;
 - o. Locations and heights of existing and proposed retaining walls;
 - p. Locations and dimensions of trash disposal areas;
 - q. Roof overhangs;
 - r. Distances between buildings and from building walls to property lines;
 - s. Proposed street names;
 - t. Handicap facilities;
- 2) Architectural drawings showing:
 - a. Floor plans at one-eighth inch or one-quarter inch equals one foot zero inches;
 - b. Four elevations (or more if necessary) to include all sides of development at no less than one-eighth inch equals one foot zero inches;
- 3) Landscaping plan, including plant names and sizes, and an irrigation plan;
- 4) A recent photograph of the site itself and of adjacent properties showing the current condition of the properties;
- 5) Color and texture chips of actual samples of materials;
- 6) Additional information which may be requested by the Zoning Administrator including but not limited to the following:
 - a. Recent photographs of sight line profiles in sufficiently large scale, taken from commonly used vantage points in the city (shopping centers, road intersections, scenic lookouts, etc.) with the outline of the proposed structure in proper scale and perspective superimposed on it;

- b. Architectural drawings showing the locations, size, color, shape and type of illumination of each proposed sign;

7) Other information as determined by the Zoning Administrator.

The Zoning Administrator shall consider the development application for approval and integrate it with the land use approval process, detailed below. If the Zoning Administrator can make the following findings, they shall approve the development application administratively without public notice and without the need to hold a public hearing:

- a) The project complies with all applicable development standards identified in this Overlay Zone (IL-O) and the *2040 General Plan*, and the Pittsburgh Municipal Code.
- b) There is supporting infrastructure, existing or available, consistent with the intensity of development, to accommodate the proposed development.
- c) The proposed uses are in compliance with this Overlay Zone (IL-O), the *2040 General Plan* and Pittsburgh Municipal Code.
- d) The project consists of repair work only, is consistent with a permitted use of this Overlay Zone (IL-O) and has a maximum footprint of 10,000 square feet or less.

The Zoning Administrator, or the Planning Commission in the case of an appeal, shall make written findings for its decision.

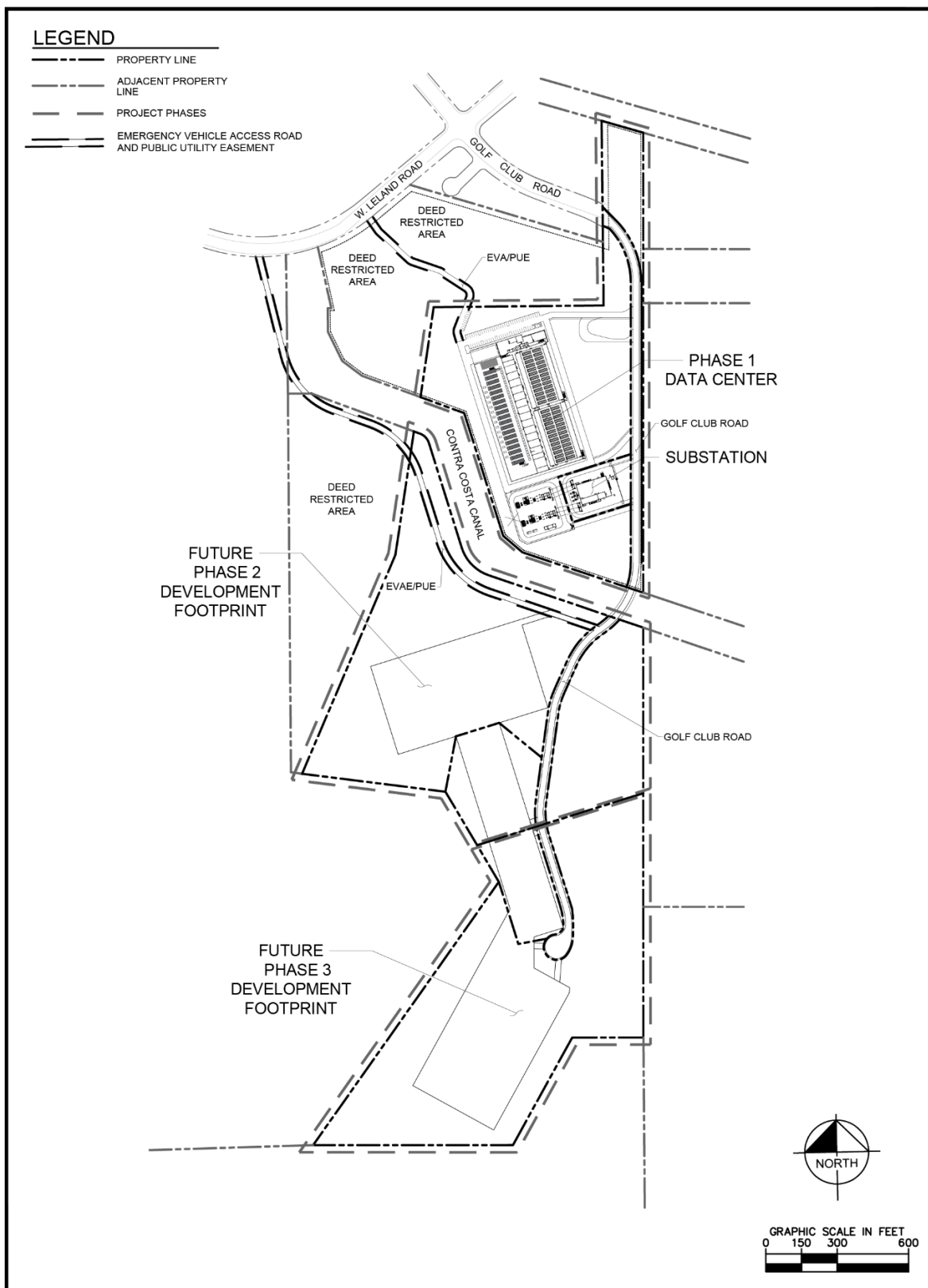


Figure No. 1: Site Plan Concept

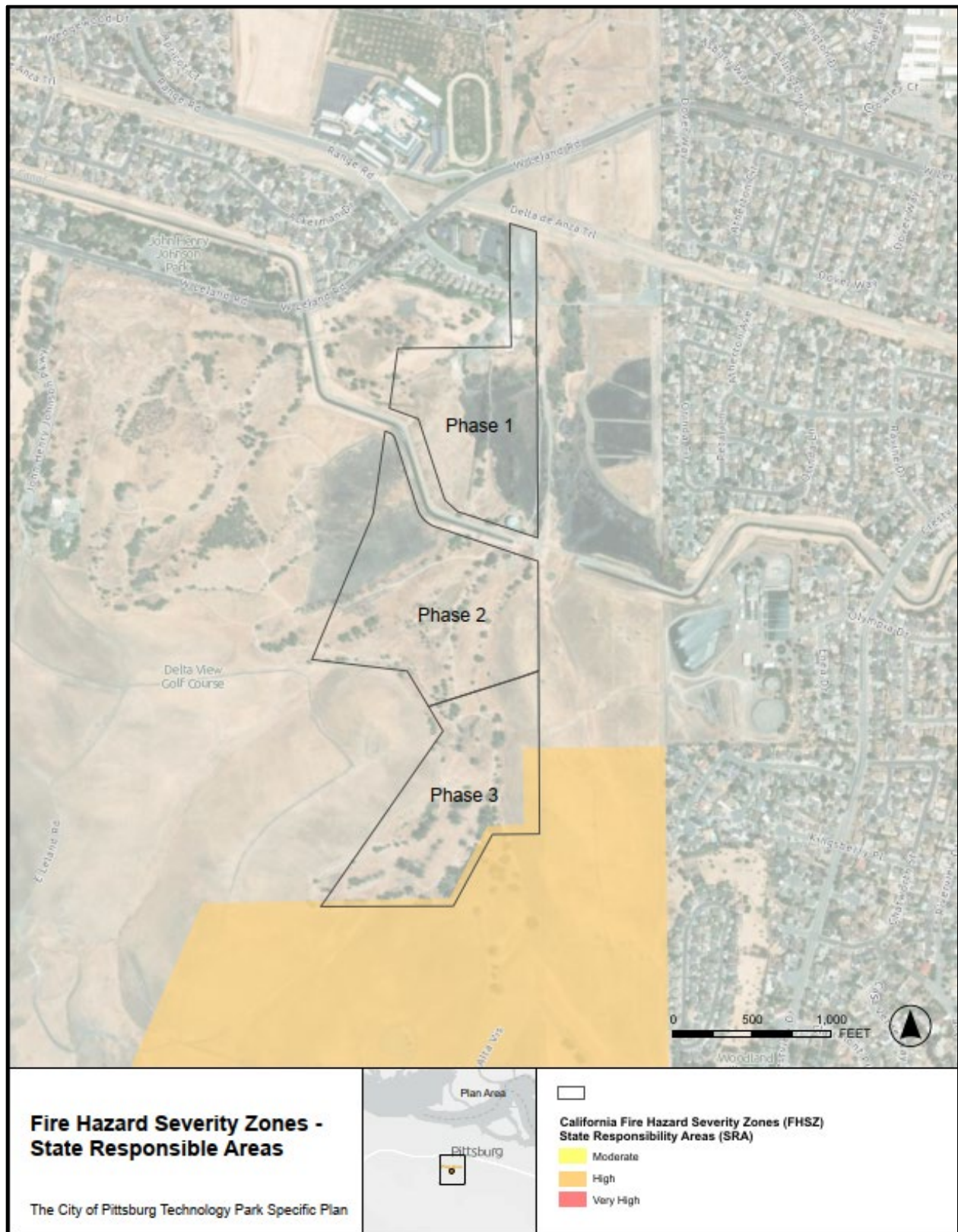


Figure No. 2: Fire Hazard Severity Zone Map

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Zoning Map to Implement)
the 2040 General Plan Land Use Map)
on a 11.59-Acre Site Located at 101)
Avila Road, AP-24-0033 (RZ))

ORDINANCE NO. 24-

WHEREAS, on April 15, 2024, the City of Pittsburg reviewed an application consistent with Government Code Section 65860, for a series of Zoning Map Amendments to achieve internal consistency between the 2040 General Plan and the City's Zoning Ordinance; and

WHEREAS, on April 30, 2024, City staff filed Planning Application No. 24-0033 (RZ), requesting to amend the Zoning Map for the 11.59-acre property from OS-O (Open Space with Limited Overlay District) and HPD (Hillside Planned District) to CC (Community Commercial District) to allow for commercial uses consistent with the 2040 General Plan Land Use Map; and

WHEREAS, on May 6, 2024, the City Council adopted the 2040 General Plan, redesignating the 11.59-acre property from "Open Space" and "Hillside Low Density Residential" to "Community Commercial," and certified the Final Environmental Impact Report ("FEIR") under Resolution Nos. 24-14464 and 24-14463; and

WHEREAS, the Economic Development Element of the 2040 General Plan identifies "Employment and Revenue-Generating Sites," in Figure 6-1, including the 11.59-acre site located at 101 Avila Road designated as Community Commercial; and

WHEREAS, Chapter 18.48 of Pittsburg Municipal Code ("PMC") identifies the Planning Commission as the advisory body to the City Council on Zoning Map Amendments, and requires that the Commission conduct a public hearing and determine, prior to making its recommendation, that: 1) the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan; 2) a community need is demonstrated for the change proposed; and 3) its adoption will be in conformity with public convenience, general welfare and good zoning practice; and

WHEREAS, on June 11, 2024, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10247, recommending City Council adoption of the proposal in its entirety, including the requested Zoning Map Amendment of the 11.59-acre property; and

WHEREAS, on or prior to Friday, June 21, 2024, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.A - D, a "Notice of Public Hearing," for the July 1, 2024, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library, Marina Community Center and Pittsburg Senior Center; and was mailed via electronic mail to interested parties and to individuals who had previously filed written request for such notice;

posted on www.nextdoor.com (“Nextdoor”) and was sent directly to all subscribed residents in all neighborhoods within Pittsburgh City limits; and

WHEREAS, in order to approve a Zoning Amendment, the City Council must find (in accordance with PMC sections 18.16.020 and 18.48.030) that:

1. the amendments are consistent with the objectives, policies, general land uses and programs in the General Plan;
2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed;
3. there is a community need for the change proposed; and
4. the change will be in conformity with the public convenience, general welfare, and good zoning practice.

WHEREAS, on July 1, 2024, the City Council held a duly-noticed public hearing to approve the proposed Zoning Map Amendment for the 11.59-acre property, at which time oral and/or written testimony was considered.

NOW, THEREFORE, the City Council of the City of Pittsburgh does ORDAIN as follows:

SECTION 1. Findings.

- A. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.
- B. Based on the City Council Staff Report entitled, “Ordinance Amending the Zoning Map and Establishing Limited Overlay Districts to Implement the City of Pittsburgh 2040 General Plan Land Use Map, AP-24-0033 (RZ),” dated July 1, 2024, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburgh, and based on all written and oral testimony presented at the public hearing, the City Council finds that:
 1. The proposed Zoning Map Amendment is consistent with and conforms to the 2040 General Plan. The project site has a land use designation of ‘Community Commercial’. This land use designation is intended to “provide sites for commercial and community-serving businesses, including retail stores, eating and drinking establishments, commercial recreation and entertainment, service stations, financial, educational and social services.” Table 2-2 (Land Use and Zoning Consistency Matrix) of the 2040 General Plan identifies the CC (Community Commercial District) as an implementing Zoning District for the Community Commercial land use designation.

The proposed Zoning Map Amendment is consistent with the objectives, policies, general land uses, and programs specified in the 2040 General Plan, in that:

- A. It will promote optimal, orderly, well-planned, and diverse land uses, including a compact urban form within the City's projected municipal boundary that provides a mix and distribution of uses to meet Pittsburg's needs, including mixed-use development, infill development, and reuse and revitalization of underutilized and brownfield sites (Goal G-2-1).
 - B. It will ensure consistency and compatibility between the Land Use Map, land use designations, and implementing plans, ordinances, and regulations (Policy 2-P-1.3).
 - C. It will promote business development in a range of sectors that contribute to the local and regional economy, provide high-wage and skilled jobs for Pittsburg residents (Goal G-2-4).
 - D. It will facilitate attraction, retention, and expansion of businesses that meet the City's economic development objectives and maintain a desirable climate for conducting business in and with the City (Goal G-6-2).
- 2. The proposed Zoning Map Amendment would be consistent with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed, in that commercial and community-serving businesses are permitted within the Community Commercial (CC) District. Land use and property development regulations for the 11.59-acre site would follow those of the CC District in Chapter 18.52 of Pittsburg Municipal Code (PMC).
 - 3. The proposed Zoning Map Amendment would help achieve the objectives in the Economic Development Element of the 2040 General Plan by expanding business opportunities and encouraging employment growth as it improves the jobs/housing balance. The proposed Zoning Map Amendment would create additional employment opportunities within the City and generate property and sales taxes to help contribute to the City's revenue stream. The proposed Zoning Map Amendment would allow for employment-generating uses that follow the property development standards and design guidelines in Chapter 18.52 PMC.
 - 4. The proposed Zoning Map Amendment will be in conformity with the public convenience, general welfare, and good zoning practice, in that it will encourage development of employment and revenue-generating uses consistent with the Community Commercial Use Classification.

SECTION 2. CEQA.

The proposed Zoning Map Amendment is subject to the California Environmental Quality Act (CEQA), and the CEQA Guidelines (Public Resources Code section 21080). On May 6, 2024, the Pittsburg City Council adopted the 2040 General Plan and certified the FEIR in Resolution Nos. 24-14463 and 24-14464, making the required findings under CEQA (State Clearinghouse No. 2022040427).

CEQA Guidelines Section 15164(a) provides that the lead agency or a responsible agency shall prepare an Addendum to a previously certified EIR or Negative Declaration (ND) if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a Subsequent EIR or ND have occurred.

Pursuant to the provisions of the CEQA Guidelines, an Addendum was prepared for the proposed Zoning Map Amendments to determine whether and to what extent the prior certified FEIR remains sufficient to address the potential impacts of the proposed Zoning Map Amendment, or whether additional documentation may be required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] §§ 21000, et seq.).

There are no substantial changes proposed by the Zoning Map Amendment or the circumstances in which the proposed Zoning Map Amendment would be undertaken that would require major revisions of the prior certified FEIR. The proposed Zoning Map Amendment does not require preparation of a new subsequent or supplemental EIR due to: 1) the involvement of new significant environmental effects, (2) a substantial increase in the severity of previously identified significant effects, or (3) new information of substantial importance. No mitigation measures or alternatives previously found not to be feasible would in fact be feasible. Rather, all the impacts associated with the proposed Zoning Map Amendment are within the envelope of impacts addressed in the prior certified FEIR. Therefore, staff determined that preparation of a supplemental or Subsequent EIR or ND was not required and that an Addendum provides the required documentation under CEQA for the proposed Zoning Map Amendment.

SECTION 3. Amendment.

Based on the findings and the authority set forth above, the City Council hereby amends the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to change the zoning for a 11.59-acre site located at 101 Avila Road from OS-O (Open Space with Limited Overlay District) and HPD (Hillside Planned District) to CC (Community Commercial District) as depicted in Exhibit A of this Ordinance.

SECTION 4. Effective Date.

This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 5. Severability.

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 6. Publication.

The ordinance shall be posted and published in accordance with California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on July 1, 2024, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Attachment 5 - Exhibit A

RZ 3 Zoning Map Amendment

Rezone 3 (RZ 3):

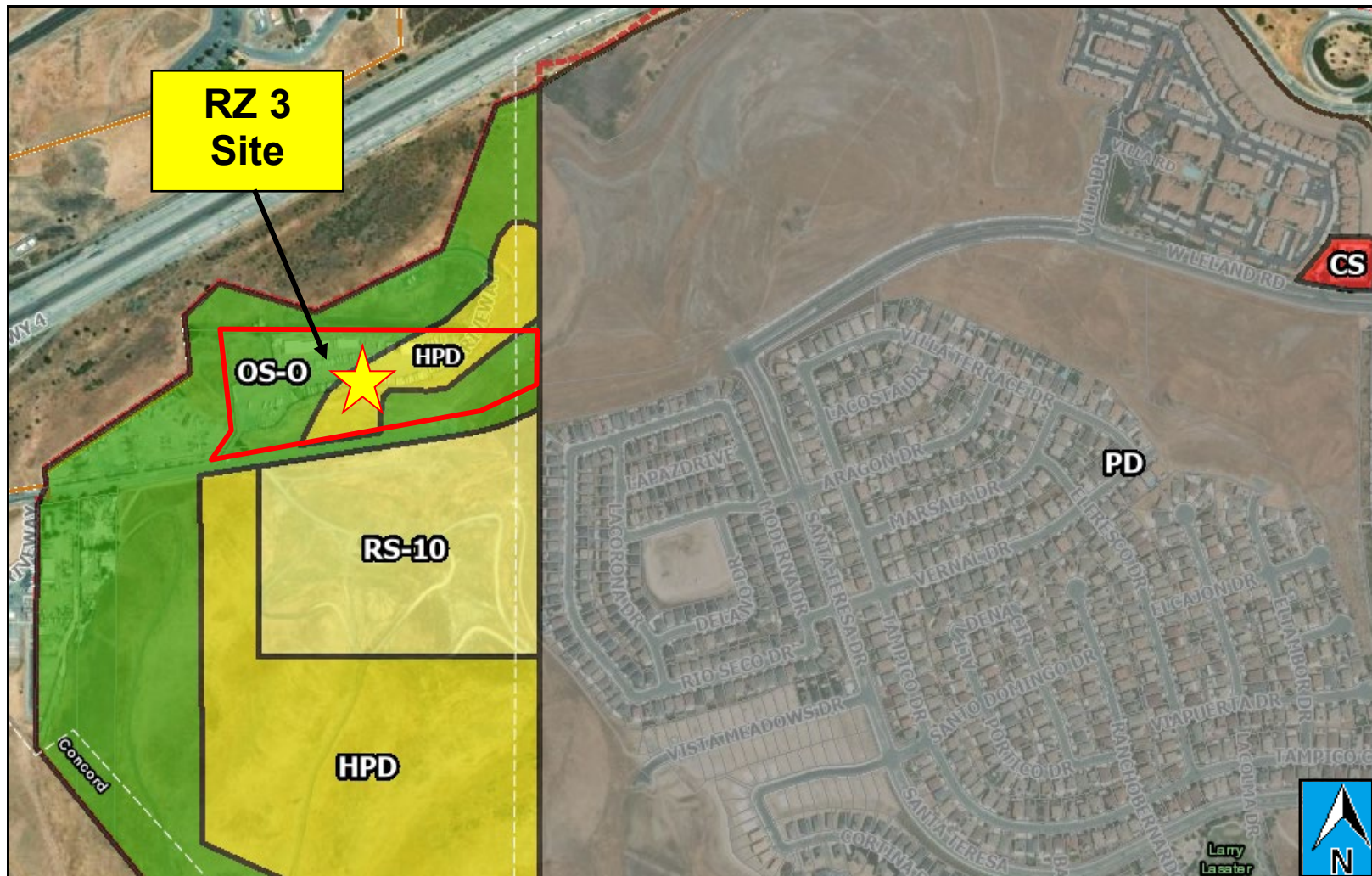
This item includes a Zoning Map Amendment from OS-O (Open Space - Limited Overlay) and HPD (Hillside Planned District) to CC (Community Commercial District) to allow for commercial uses consistent with the 2040 General Plan Land Use Map on a 11.59-acre site located at the western limits of the City, south of State Route 4 adjacent to Avila Road.

Table 3: RZ 3				
APN	Total Approximate Acreage	Existing Zoning	Proposed Zoning	Current Use
091-020-018	11.59	Open Space with a Limited Overlay (OS-O) and Hillside Planned District (HPD)	Community Commercial (CC)	Recreational Vehicle Storage; portion vacant

Note: Land use and property development regulations for the RZ 3 Zoning Map Amendment would follow those of the Community Commercial District in Chapter 18.52 of Pittsburg Municipal Code (PMC).

Zoning Map Amendment RZ 3

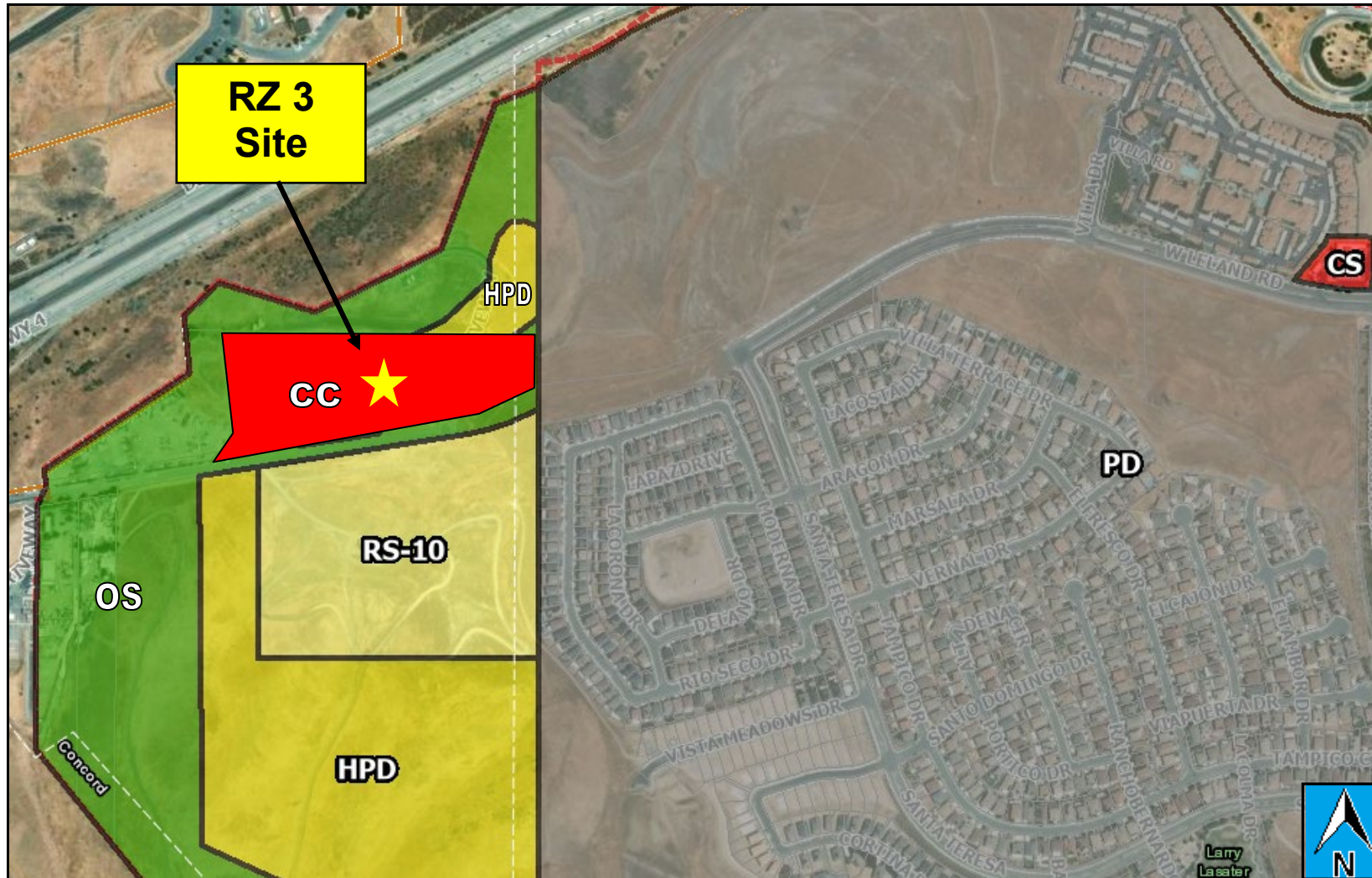
Fig. 1: Existing Zoning Districts



-  CC - Community Commercial
  GQ - Government & Quasi Public
  OS - Open Space
-  HPD – Hillside Planned District
  PD – Planned Development
  RS - Low Density Residential

Zoning Map Amendment RZ 3

Fig. 2: Proposed Zoning District



 CC - Community Commercial	 GQ – Government & Quasi Public	 OS – Open Space
 HPD – Hillside Planned District	 PD – Planned Development	 RS - Low Density Residential

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Zoning Map and)
Establishing a Limited Overlay District to)
Implement the 2040 General Plan Land)
Use Map on a 22.78-Acre Site Located)
at the Intersection of Harbor and East)
Third Streets, AP-24-0033 (RZ).)

ORDINANCE NO. 24-

WHEREAS, on April 15, 2024, the City of Pittsburgh reviewed an application consistent with Government Code Section 65860, for a series of Zoning Map Amendments to achieve internal consistency between the 2040 General Plan and the City's zoning ordinance; and

WHEREAS, on April 30, 2024, City staff filed Planning Application No. 24-0033 (RZ), requesting to amend the Zoning Map for the 22.78-acre site located at the intersection of Harbor Street and East Third Street, identified as the RZ 4 site; and

WHEREAS, RZ 4 consists of rezoning all parcels involved from CW (Waterfront Commercial) to CW-O (Waterfront Commercial with Limited Overlay District), to establish an overlay district to allow for waterfront commercial, technology and innovation, limited manufacturing, clean energy and infrastructure uses within the Rezone 4 area, consistent with the 2040 General Plan Land Use Map; and

WHEREAS, on May 6, 2024, the City Council adopted the 2040 General Plan, redesignating parcels within the RZ 4 area from "Park", "Marine Commercial", and "Industrial" to "Marina Commercial", and certified the Final Environmental Impact Report ("FEIR") under City Council Resolution Nos. 24-14464 and 24-14463; and

WHEREAS, Chapter 18.48 of Pittsburgh Municipal Code ("PMC") identifies the Planning Commission as the advisory body to the City Council on Zoning Map Amendments, and requires that the Commission conduct a public hearing and determine, prior to making its recommendation, that: 1) the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan; 2) a community need is demonstrated for the change proposed; and 3) its adoption will be in conformity with public convenience, general welfare and good zoning practice; and

WHEREAS, on June 11, 2024, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10247, recommending City Council adoption of the proposal in its entirety, including the requested Zoning Map Amendment of the RZ 4 area and the associated RZ 4 Overlay Plan; and

WHEREAS, on or prior to Friday, June 21, 2024, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.A - D, a "Notice of Public Hearing," for the July 1, 2024, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburgh Library, Marina Community Center and Pittsburgh Senior Center; and was mailed via electronic mail to interested parties and to individuals who had previously filed written request for such notice;

posted on www.nextdoor.com (“Nextdoor”) and was sent directly to all subscribed residents in all neighborhoods within Pittsburgh City limits; and

WHEREAS, in order to approve a Zoning Amendment, the City Council must find (in accordance with PMC sections 18.16.020 and 18.48.030) that:

1. the amendments are consistent with the objectives, policies, general land uses and programs in the General Plan;
2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed;
3. there is a community need for the change proposed; and
4. the change will be in conformity with the public convenience, general welfare, and good zoning practice.

WHEREAS, in order to approve an Overlay Plan, the City Council must find (in accordance with PMC sections 18.16.020 and 18.48.030) that the Overlay Plan:

1. is necessary because there are special or unique characteristics of the site or improvements that require land use and development regulations that cannot be adequately accommodated or controlled by the base zoning district;
2. conforms to the general plan; and
3. generally complies with the land use and development regulations of the base zoning district.

WHEREAS, on July 1, 2024, the City Council held a duly-noticed public hearing to approve the proposed Zoning Map Amendment and Overlay Plan for the RZ 4 area, at which time oral and/or written testimony was considered.

NOW, THEREFORE, the City Council of the City of Pittsburgh does ORDAIN as follows:

SECTION 1. Findings.

- A. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.
- B. Based on the City Council Staff Report entitled, “Ordinance Amending the Zoning Map and Establishing Limited Overlay Districts to Implement the City of Pittsburgh 2040 General Plan Land Use Map, AP-24-0033 (RZ),” dated July 1, 2024, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburgh, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. The proposed Zoning Map Amendment is consistent with and conforms to the 2040 General Plan. The proposed Zoning Map Amendment is consistent with the objectives, policies, general land uses, and programs specified in the 2040 General Plan, in that:
 - A. It will promote optimal, orderly, well-planned, and diverse land uses, including a compact urban form within the City's projected municipal boundary that provides a mix and distribution of uses to meet Pittsburg's needs, including mixed-use development, infill development, and reuse and revitalization of underutilized and brownfield sites (Goal G-2-1).
 - B. It will ensure consistency and compatibility between the Land Use Map, land use designations, and implementing plans, ordinances, and regulations (Policy 2-P-1.3).
 - C. It will promote business development in a range of sectors that contribute to the local and regional economy, provide high-wage and skilled jobs for Pittsburg residents (Goal G-2-4).
 - D. It will support office, business, and industrial land uses that will improve the City's employment base through high-quality, well-paid jobs that attract the technology, energy, and industrial sectors desired by the community (Policy 2-P-4.5).
 - E. It will facilitate attraction, retention, and expansion of businesses that meet the City's economic development objectives and maintain a desirable climate for conducting business in and with the City (Goal G-6-2).
 - F. It will encourage new businesses and project development under the Employment Center Industrial land use classification (Policy 6-P-2.14).
2. The proposed Zoning Map Amendment would be consistent with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed, in that the proposed commercial and employment generating uses are permitted within the proposed Overlay Plan District. The proposed Limited Overlay for the RZ 4 area would require that all allowed uses and development standards follow the proposed Overlay Plan.
3. The proposed Zoning Map Amendment would help achieve the objectives in the Economic Development Element of the 2040 General Plan by expanding business opportunities in the technology sector and encouraging employment growth. The proposed Zoning Map Amendment would create additional employment opportunities within the City and generate property and sales taxes to help contribute to the City's revenue stream. The proposed Zoning Map Amendment would allow for pedestrian-friendly and employment-generating uses that follow the prescribed development standards and design guidelines in the Overlay Plan.
4. The proposed Overlay Plan is necessary because there is a community need for commercial development, waterfront access, and employment and technology uses. There are special or unique characteristics of the site or improvements that require

land use and development regulations that cannot be adequately accommodated or controlled by the base zoning district.

5. The proposed Overlay Plan conforms to the 2040 General Plan, in that it would provide the community with multiple commercial, industrial and executive technology use options for the project site while still providing site development and operational controls through the Zoning Administrator review and design review process to ensure that any new or proposed businesses do not become a nuisance for the surrounding neighbors, nor the City as a whole.
6. The proposed Overlay Plan generally complies with the land use and development regulations of the base zoning districts, in that it will encourage development of housing, workforce employment, commercial entertainment and recreational opportunities, and revenue-generating uses consistent with the base district Use Classifications.

SECTION 2. CEQA.

The proposed Zoning Map Amendment is subject to the California Environmental Quality Act (CEQA), and the CEQA Guidelines (Public Resources Code [PRC] §§ 21080). On May 6, 2024, the Pittsburg City Council adopted the 2040 General Plan and certified the Final Environmental Impact Report (FEIR) in City Council Resolution Nos. 24-14463 and 24-14464, making the required findings under CEQA (State Clearinghouse No. 2022040427).

CEQA Guidelines Section 15164(a) provides that the lead agency or a responsible agency shall prepare an Addendum to a previously certified Environmental Impact Report (EIR) or Negative Declaration (ND) if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a Subsequent EIR or ND have occurred.

Pursuant to the provisions of the CEQA Guidelines, an Addendum was prepared for the proposed Zoning Map Amendments to determine whether and to what extent the prior certified FEIR remains sufficient to address the potential impacts of the proposed Zoning Map Amendment, or whether additional documentation may be required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] §§ 21000, et seq.).

There are no substantial changes proposed by the Zoning Map Amendment or the circumstances in which the proposed Zoning Map Amendment would be undertaken that would require major revisions of the prior certified FEIR. The proposed Zoning Map Amendment does not require preparation of a new subsequent or supplemental EIR due to: 1) the involvement of new significant environmental effects, (2) a substantial increase in the severity of previously identified significant effects, or (3) new information of substantial importance. No mitigation measures or alternatives previously found not to be feasible would in fact be feasible. Rather, all the impacts associated with the proposed Zoning Map Amendment are within the envelope of impacts addressed in the prior certified FEIR. Therefore, staff determined that preparation of a supplemental or Subsequent EIR or ND was not required and that an Addendum provides the required documentation under

CEQA for the proposed Zoning Map Amendment.

SECTION 3. Amendment.

Based on the findings and the authority set forth above, the City Council hereby amends the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to rezone the proposed RZ 4 area with accompanying Overlay Regulations, as depicted in Exhibits A and B of this Ordinance.

SECTION 4. Effective Date.

This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 5. Severability.

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 6. Publication.

The ordinance shall be posted and published in accordance with California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on July 1, 2024, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Juan Antonio Banales, Mayor

Alice E. Evenson, City Clerk

Attachment 6 - Exhibit A

RZ 4 Zoning Map Amendment

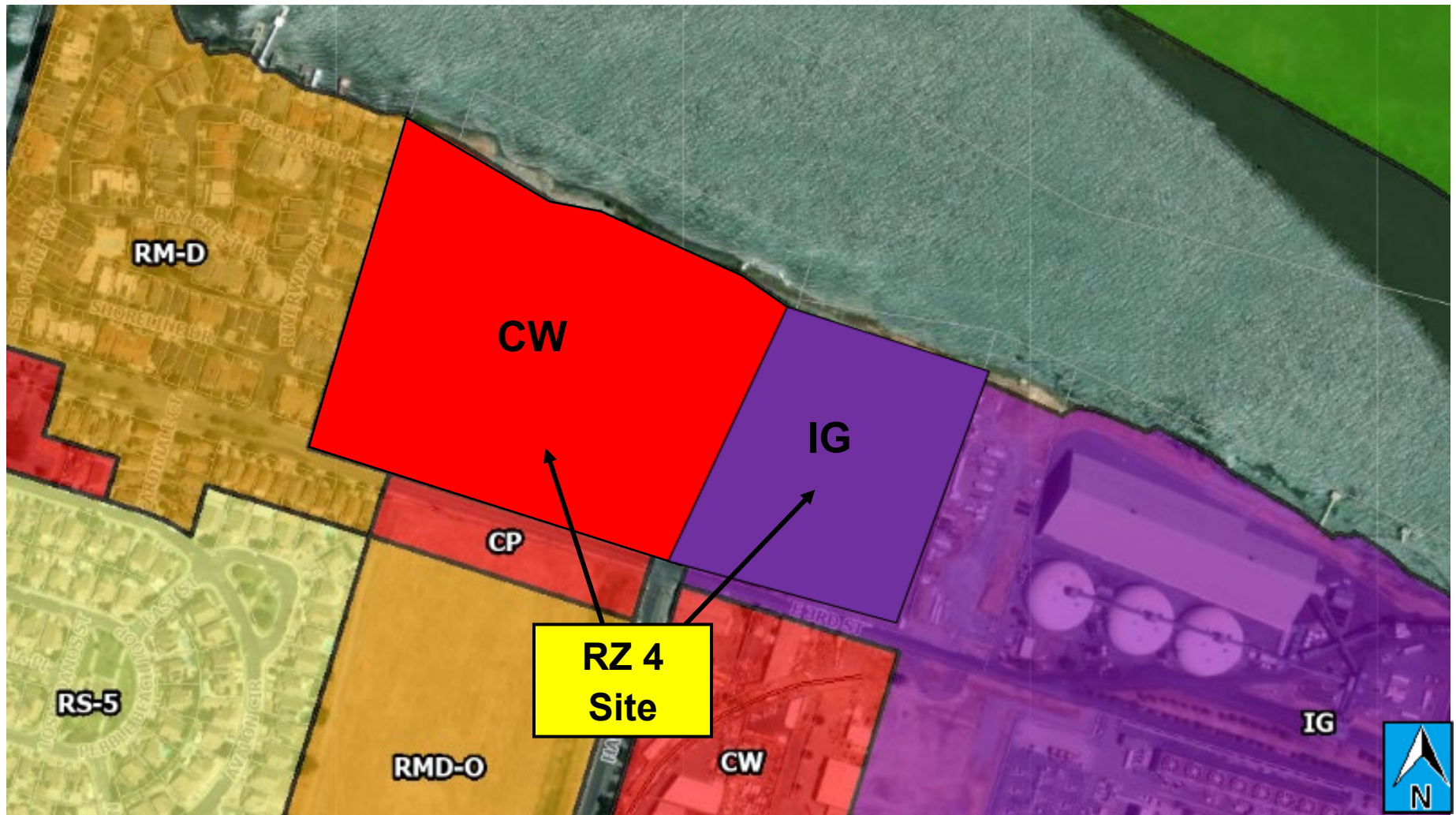
Rezone 4 (RZ 4):

This item includes a Zoning Map Amendment from Waterfront Commercial (CW) and General Industrial (IG) to Waterfront Commercial with a Limited Overlay (CW-O) District to allow for waterfront commercial, technology and innovation, limited manufacturing, clean energy and infrastructure uses consistent with the 2040 General Plan Land Use Map on 22.78-acre site located north of East Third Street, at the intersection of Harbor and East Third Streets.

APN	Total Approximate Acreage	Existing Zoning	Proposed Zoning	Current Use
073-010-002	0.54	Waterfront Commercial (CW)	Waterfront Commercial with a Limited Overlay (CW-O)	Vacant
073-010-003	1.99	Waterfront Commercial (CW)	Waterfront Commercial with a Limited Overlay (CW-O)	Vacant
073-010-004	1.58	Waterfront Commercial (CW)	Waterfront Commercial with a Limited Overlay (CW-O)	Vacant
073-010-005	0.29	Waterfront Commercial (CW)	Waterfront Commercial with a Limited Overlay (CW-O)	Vacant
073-010-008	0.29	Waterfront Commercial (CW)	Waterfront Commercial with a Limited Overlay (CW-O)	Vacant
073-010-014	4.32	Waterfront Commercial (CW)	Waterfront Commercial with a Limited Overlay (CW-O)	Vacant
073-010-015	13.77	Waterfront Commercial (CW)	Waterfront Commercial with a Limited Overlay (CW-O)	Vacant

Zoning Map Amendment RZ 4

Fig. 1 Existing Zoning Districts



CW - Waterfront Commercial

IG - General Industrial

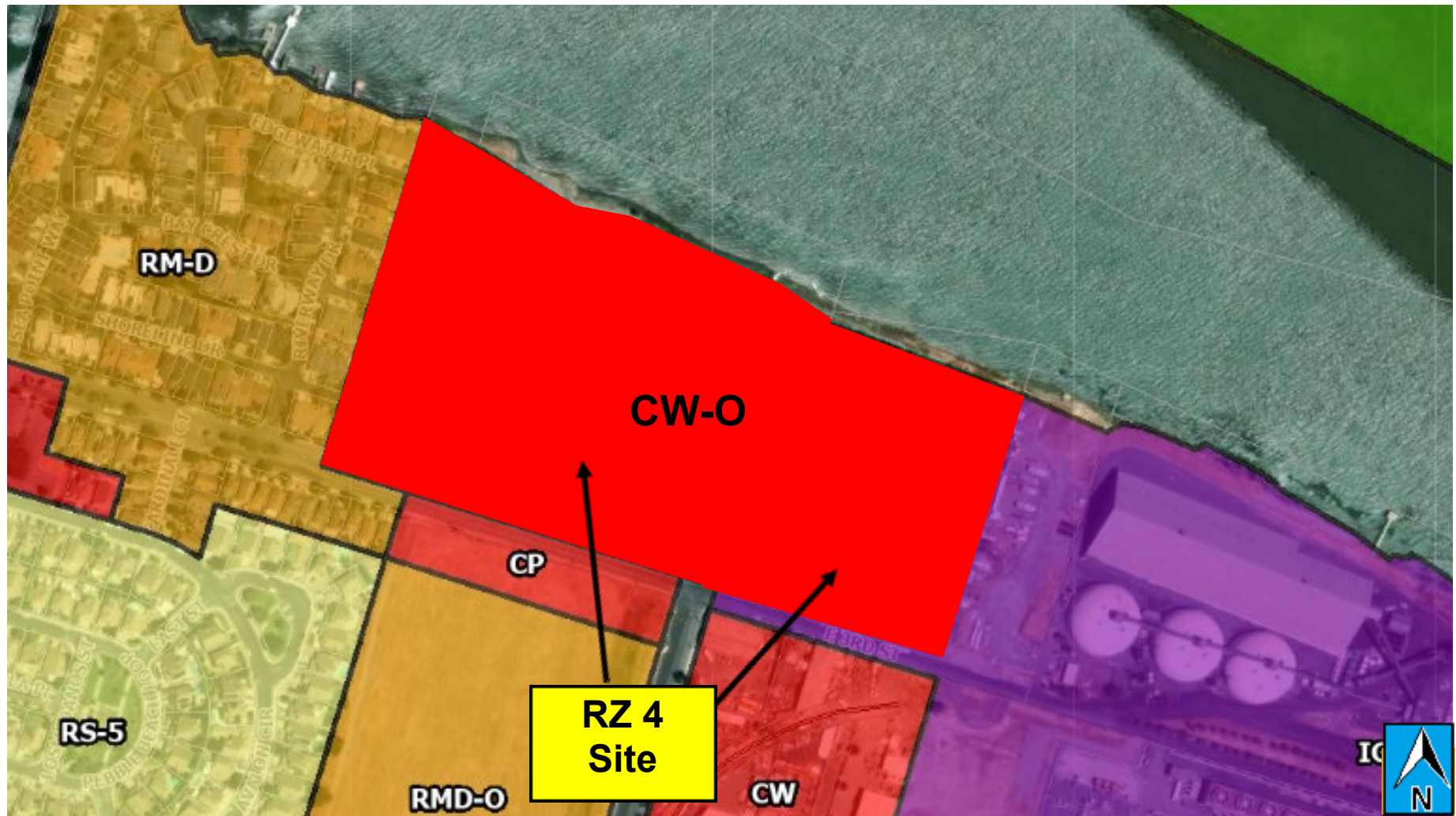
CP – Pedestrian Commercial

RMD – Downtown Medium Density Residential

RS-5 - Low Density Residential, 5,000 Square Foot Lot Minimum

Zoning Map Amendment RZ 4

Fig. 2 Proposed Zoning Districts



- | | |
|---|---|
|  CW-O - Waterfront Commercial with a Limited Overlay |  RS-5 - Low Density Residential, 5,000 Square Foot Lot Minimum |
|  RMD – Downtown Medium Density Residential |  IG - General Industrial |

Rezone 4

CW-O Land Use Regulations

Waterfront Commercial with a Limited Overlay (CW-O) District

CW-O District Land Use Regulations

Land Use Regulations for the CW-O District shall be the same as those of the base Waterfront Commercial (CW) District pursuant to Pittsburgh Municipal Code (PMC) Section 18.52.010, with the addition of Administrative, Business, and Professional Offices, Data Center, Energy, Financial Offices, Government/Public Offices, Medical Offices and Medical Testing, Research and Development Services and Production, Manufacturing (Custom and Limited), Warehouse and Distribution (Interior and Exterior Storage) as defined in this Overlay District Ordinance.

The Zoning Administrator shall review Land Use proposed as part of a development application and provide a determination for consistency with the CW-O District and prescribe applicable review procedure, and conditionally issue approval.

CW-O District Property Development Regulations

Property Development Regulations for the CW-O District shall be the same as those of the base Waterfront Commercial (CW) District pursuant to PMC Section 18.52.115, unless superseded by any applicable Condition of Approval, Specific Plan, Mater Plan, or as determined by the Zoning Administrator.

Applicants must submit a development application to the Community and Economic Development Department – Planning Division pursuant to PMC Section 18.12.010 and Chapter 18.32 for review and conformity with the standards listed therein and design review guidelines listed within PMC 18.36.200. The Zoning Administrator shall review the package and provide a determination for consistency with the CW-O District, prescribe applicable review procedure, and conditionally issue approval.

The Zoning Administrator shall be responsible for administering the provisions of this Overlay District and shall have authority to review and approve the permitted uses and determine if specific uses are consistent with the objectives and provisions of the CW-O District.

CW-O Additional Land Use Regulations

Use Classifications	Definitions
Administrative, Business, and Professional Offices	Establishment engaged in the provision of executive, management, administrative, consulting, or professional services, such as architectural, design, engineering, real estate, information technology and technology support, insurance, investment, legal, secretarial, accounting, graphic arts, typesetting, desktop publishing, advertising, marketing, title insurance, bail bonds, travel, entertainment, collection, or personnel agency. This classification includes health program administration or management offices and workspaces created for business incubators/incubation.
Data Center	A facility providing for the storage of networked computer servers and related hardware equipment typically used by organizations for the remote storage, processing, or distribution of large amounts of data.
Energy	A facility primarily comprised of mechanical and electrical spaces that will house energy production, energy conversion, and energy distribution equipment, and renewable energy structures, including solar panels and battery facilities.
Financial Offices	Financial institution, including credit union office or check cashing service, that provides retail banking services to individuals and businesses. This classification includes only those institutions engaged in the on-site circulation of cash money.

Government/Public Offices	Administrative, clerical, or public contact office of a federal, state or local government agency, including postal facilities, together with incidental storage and maintenance of vehicles.
Medical Offices and Medical Testing	Offices of state-licensed firms or organizations that provide human physical and psychological health services and resources, such as physicians, dentists, chiropractors, physical therapists, psychiatrists, psychologists, counseling and family planning services, optometrists, or acupuncturists. This classification includes only those facilities intended for outpatient medical services, and may include medical/dental laboratory incidental to the office use.
Research and Development Services and Production	Research and Development Services establishments are primarily engaged in industrial or scientific research, including limited product testing. This classification includes electronic research firm or pharmaceutical research laboratory. Research and Development Productions establishments are primarily engaged in the research, development, testing, and controlled production and wholesale of high-technology electronic, industrial, or scientific products or commodities within an enclosed building, but does not include uses that may be objectionable by reason of production of offensive odor, dust, noise, vibration, or storage of hazardous materials. Uses include biotechnology, film, and nontoxic electronic and computer component manufacturers.
Manufacturing (Custom and Limited)	An industrial activity involving the making of goods or products by manual labor or machine process, including incidental and related processing, storage, wholesaling and distribution. Limited. Establishment engaged in the fabrication, assembly, processing, treatment, or packaging of finished parts or products from previously prepared materials within an enclosed building, excluding food and drug processing. Custom. Establishment primarily engaged in on-site production of goods by hand manufacturing involving the use of hand tools and small-scale equipment. This classification may include the incidental direct sale to consumers of only those products produced on-site. Typical uses include ceramic studio, candle-making, boatwright, custom jewelry manufacture, ornamental iron works, cabinet shop, or stained/leaded glass studio.
Warehouse and Distribution (Interior and Exterior Storage)	Establishment engaged in the wholesale, distribution and warehousing of goods. Uses in this category provide storage space for bulk quantities of commercial goods, or sell or arrange the sale of goods from suppliers to other wholesalers or retailers. Establishments under this classification may sort, package and label products for distribution, but do not display merchandise or accommodate walk-in retail customers. With Interior Storage. Storage and handling of goods and equipment is entirely within an enclosed building. With Exterior Storage. Storage and handling of goods and equipment is entirely or partially outdoors, even if screened from public view. This classification does not include junk or vehicle dismantling yard, or disposal facility.

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Zoning Map and	)	
Establishing a Limited Overlay District	)	ORDINANCE NO. 24-
to Implement the 2040 General Plan	)	
Land Use Map on a 0.90-Acre Site	)	
Located at 2685 East Leland Road,	)	
<u>AP-24-0033 (RZ).</u>	)	

WHEREAS, on April 30, 2024, City staff filed Planning Application No. 24-0033 (RZ), requesting to amend the Zoning Map for the 0.90-acre property from CS (Service Commercial District) to IL-O (Limited Industrial with Limited Overlay) District to allow for Employment Center Industrial ("ECI") uses and to establish a Limited Overlay District; and

WHEREAS, on May 6, 2024, the City Council adopted the 2040 General Plan, redesignating the 0.90-acre property from "Business Commercial" to "ECI," and certified the Final Environmental Impact Report ("FEIR") under Resolution Nos. 24-14464 and 24-14463; and

WHEREAS, the Economic Development Element of the 2040 General Plan identifies "Employment and Revenue-Generating Sites," in Figure 6-1, including the 0.90-site located at 2685 East Leland Road designated as ECI; and

WHEREAS, Chapter 18.48 of Pittsburgh Municipal Code ("PMC") identifies the Planning Commission as the advisory body to the City Council on Zoning Map Amendments, and requires that the Commission conduct a public hearing and determine, prior to making its recommendation, that: 1) the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan; 2) a community need is demonstrated for the change proposed; and 3) its adoption will be in conformity with public convenience, general welfare and good zoning practice; and

WHEREAS, on June 11, 2024, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10247, recommending City Council adoption of the proposal in its entirety, including the requested Zoning Map Amendment of the 0.90-acre property and the associated Overlay Plan; and

WHEREAS, on or prior to Friday, June 21, 2024, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.A - D, a "Notice of Public Hearing," for the July 1, 2024, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburgh Library, Marina Community Center and Pittsburgh Senior Center; and was mailed via electronic mail to interested parties and to individuals who had previously filed written request for such notice; posted on www.nextdoor.com ("Nextdoor") and was sent directly to all subscribed residents in all neighborhoods within Pittsburgh City limits; and

WHEREAS, in order to approve a Zoning Amendment, the City Council must find (in accordance with PMC sections 18.16.020 and 18.48.030) that:

1. the amendments are consistent with the objectives, policies, general land uses and programs in the General Plan;
2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed;
3. there is a community need for the change proposed; and
4. the change will be in conformity with the public convenience, general welfare, and good zoning practice.

WHEREAS, in order to approve an Overlay Plan, the City Council must find (in accordance with PMC section 18.74.060) that the Overlay Plan:

1. Is necessary because there are special or unique characteristics of the site or improvements that require land use and development regulations that cannot be adequately accommodated or controlled by the base zoning district;
2. Conforms to the general plan; and
3. Generally complies with the land use and development regulations of the base zoning district.

WHEREAS, on July 1, 2024, the City Council held a duly-noticed public hearing to approve the proposed Zoning Map Amendment and Overlay Plan for the 0.90-acre property, at which time oral and/or written testimony was considered.

NOW, THEREFORE, the City Council of the City of Pittsburgh does ORDAIN as follows:

SECTION 1. Findings.

- A. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.
- B. Based on the City Council Staff Report entitled, "Ordinance Amending the Zoning Map and Establishing Limited Overlay Districts to Implement the City of Pittsburgh 2040 General Plan Land Use Map, AP-24-0033 (RZ)," dated July 1, 2024, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburgh, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. The proposed Zoning Map Amendment is consistent with and conforms to the 2040 General Plan. The project site has a land use designation of 'Employment Center Industrial'. This land use designation is intended to foster "vibrant, diverse, and dynamic employment hubs that accommodate technology, advanced manufacturing, logistics, and other sectors that generate substantial employment opportunities; uses may also include administrative, financial, business, professional, medical and public offices, business incubators, research and development, custom and light manufacturing, limited assembly, warehousing and distribution, data centers, technology and innovation, energy, hospitals and large-scale medical facilities, services, light and heavy automobile services, and supporting commercial uses." The proposed Overlay District would be consistent with the intent of the ECI land use designation in that the proposed allowable uses within the overlay would include limited food processing, custom manufacturing and light industrial uses consistent with the 2040 General Plan Land Use Map.

The proposed Zoning Map Amendment is consistent with the objectives, policies, general land uses, and programs specified in the 2040 General Plan, in that:

- A. It will promote optimal, orderly, well-planned, and diverse land uses, including a compact urban form within the City's projected municipal boundary that provides a mix and distribution of uses to meet Pittsburgh's needs, including mixed-use development, infill development, and reuse and revitalization of underutilized and brownfield sites (Goal G-2-1).
 - B. It will ensure consistency and compatibility between the Land Use Map, land use designations, and implementing plans, ordinances, and regulations (Policy 2-P-1.3).
 - C. It will promote business development in a range of sectors that contribute to the local and regional economy, provide high-wage and skilled jobs for Pittsburgh residents (Goal G-2-4).
 - D. It will support office, business, and industrial land uses that will improve the City's employment base through high-quality, well-paid jobs that attract the technology, energy, and industrial sectors desired by the community (Policy 2-P-4.5).
 - E. It will facilitate attraction, retention, and expansion of businesses that meet the City's economic development objectives and maintain a desirable climate for conducting business in and with the City (Goal G-6-2).
 - F. It will encourage new businesses and project development under the Employment Center Industrial land use classification (Policy 6-P-2.14).
2. The proposed Zoning Map Amendment would be consistent with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed, in that Employment Center Industrial uses, such as laboratories, custom and limited manufacturing, and research and development, are permitted within the Limited Industrial (IL) District. The proposed Limited Overlay for the 0.90-acre

property would require that all allowed uses and development standards follow the Overlay Plan which contains similar uses allowed in the IL District.

3. The proposed Zoning Map Amendment would help achieve the objectives in the Economic Development Element of the 2040 General Plan by expanding business opportunities in the manufacturing sector and encouraging employment growth as it improves the jobs/housing balance. The proposed Zoning Map Amendment would create additional employment opportunities within the City and generate property and sales taxes to help contribute to the City's revenue stream. The proposed Zoning Map Amendment would allow for employment-generating uses that follow the prescribed development standards and design guidelines in the Overlay Plan.
4. The proposed Zoning Map Amendment would help the City achieve its Economic Development Objectives, by enhancing the assessed value of the land and creating additional employment opportunities. The proposed Zoning Map Amendment will be in conformity with the public convenience, general welfare, and good zoning practice, in that it will encourage development of employment and revenue-generating use, which could help eradicate existing problems that come with vacant, underutilized and blighted sites, such as illegal dumping and loitering.
5. The proposed Overlay Plan is necessary because there is a community need for light industrial uses and there are special or unique characteristics of the site or improvements that require land use and development regulations that cannot be adequately accommodated or controlled by the base zoning district.
6. The proposed Overlay Plan conforms to the 2040 General Plan, as described in Section 1(B)(1)(A – F) of this ordinance, and because it encourages new businesses under the ECI land use classification and provides increased flexibility regarding use types consistent with General Plan Policy 6-P-2.14 and Action 6-A-2.a.
7. The proposed Overlay Plan generally complies with the land use and development regulations of the base zoning district, in that it will encourage development of employment and revenue-generating uses consistent with the Industrial Use Classification.

SECTION 2. CEQA.

The proposed Zoning Map Amendment is subject to the California Environmental Quality Act (CEQA), and the CEQA Guidelines (Public Resources Code section 21080). On May 6, 2024, the Pittsburg City Council adopted the 2040 General Plan and certified the FEIR in Resolution Nos. 24-14463 and 24-14464, making the required findings under CEQA (State Clearinghouse No. 2022040427).

CEQA Guidelines Section 15164(a) provides that the lead agency or a responsible agency shall prepare an Addendum to a previously certified EIR or Negative Declaration (ND) if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a Subsequent EIR or ND have occurred.

Pursuant to the provisions of the CEQA Guidelines, an Addendum was prepared for the proposed Zoning Map Amendments to determine whether and to what extent the prior certified FEIR remains sufficient to address the potential impacts of the proposed Zoning Map Amendment, or whether additional documentation may be required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] §§ 21000, et seq.).

There are no substantial changes proposed by the Zoning Map Amendment or the circumstances in which the proposed Zoning Map Amendment would be undertaken that would require major revisions of the prior certified FEIR. The proposed Zoning Map Amendment does not require preparation of a new subsequent or supplemental EIR due to: 1) the involvement of new significant environmental effects, (2) a substantial increase in the severity of previously identified significant effects, or (3) new information of substantial importance. No mitigation measures or alternatives previously found not to be feasible would in fact be feasible. Rather, all the impacts associated with the proposed Zoning Map Amendment are within the envelope of impacts addressed in the prior certified FEIR. Therefore, staff determined that preparation of a supplemental or Subsequent EIR or ND was not required and that an Addendum provides the required documentation under CEQA for the proposed Zoning Map Amendment.

SECTION 3. Amendment.

Based on the findings and the authority set forth above, the City Council hereby amends the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to change the zoning for a 0.90-acre site located at 2685 East Leland Road from CS (Service Commercial District) to IL-O (Limited Industrial with Limited Overlay), with accompanying Overlay Plan, as depicted in Exhibit A of this Ordinance.

SECTION 4. Effective Date.

This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 5. Severability.

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 6. Publication.

The ordinance shall be posted and published in accordance with California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on July 1, 2024, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Juan Antonio Banales, Mayor

Alice E. Evenson, City Clerk

Attachment 7 - Exhibit A RZ 5 Zoning Map Amendment

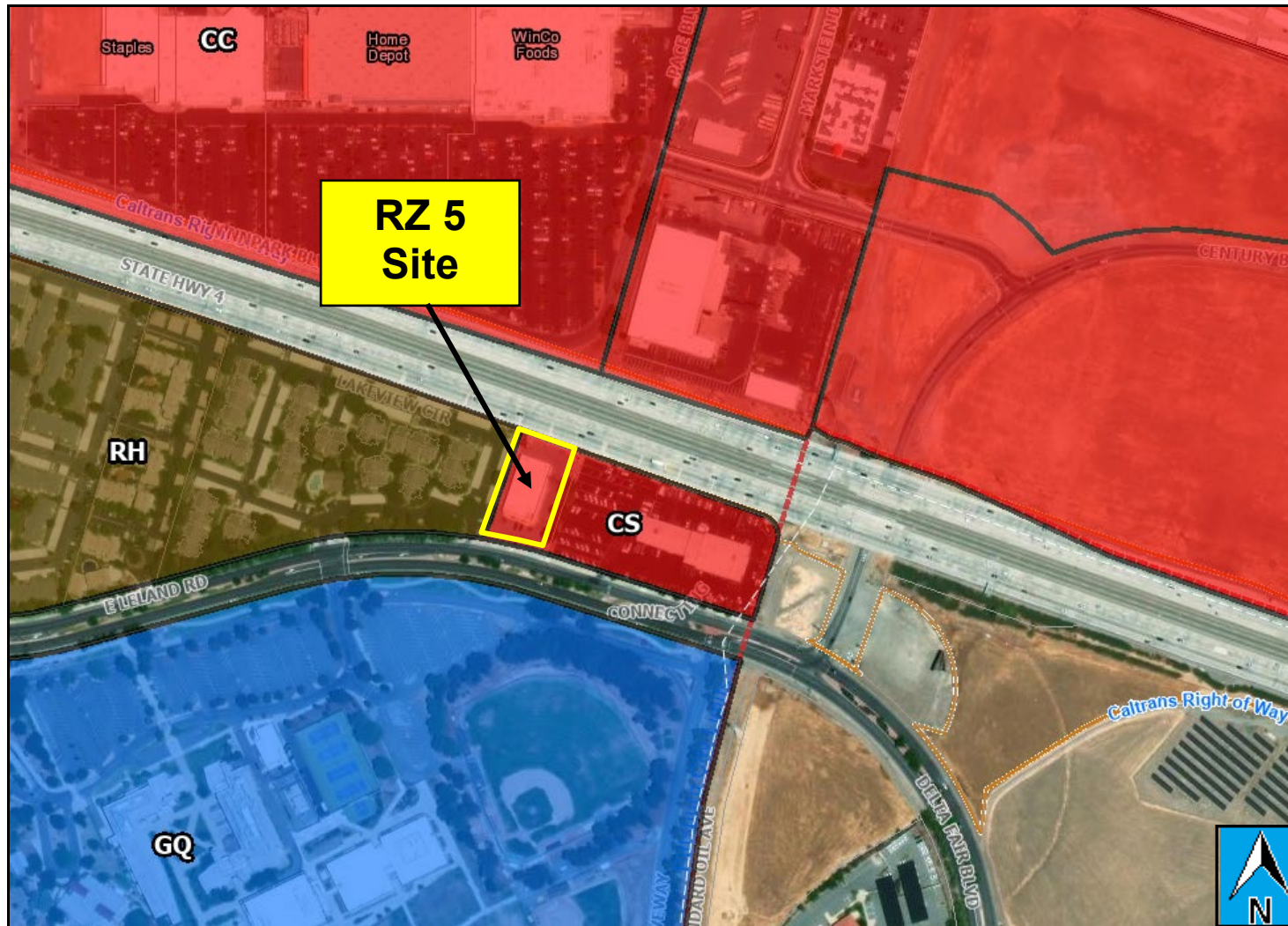
Rezone 5 (RZ 5):

This item includes a Zoning Map Amendment from CS (Service Commercial) to IL-O (Limited Industrial with Limited Overlay District) to allow for limited food processing, custom manufacturing and light industrial uses consistent with the 2040 General Plan Land Use Map on a 0.90-acre site located at 2685 East Leland Road.

APN	Total Approximate Acreage	Existing Zoning	Proposed Zoning	Current Use
088-152-017	0.90	Service Commercial (CS)	Limited Industrial with a Limited Overlay (IL-O)	Vacant commercial building

Zoning Map Amendment RZ 5

Fig. 1: Existing Zoning District



CC - Community Commercial/
CS - Service Commercial

RH - High Density Residential

GQ - Government & Quasi Public

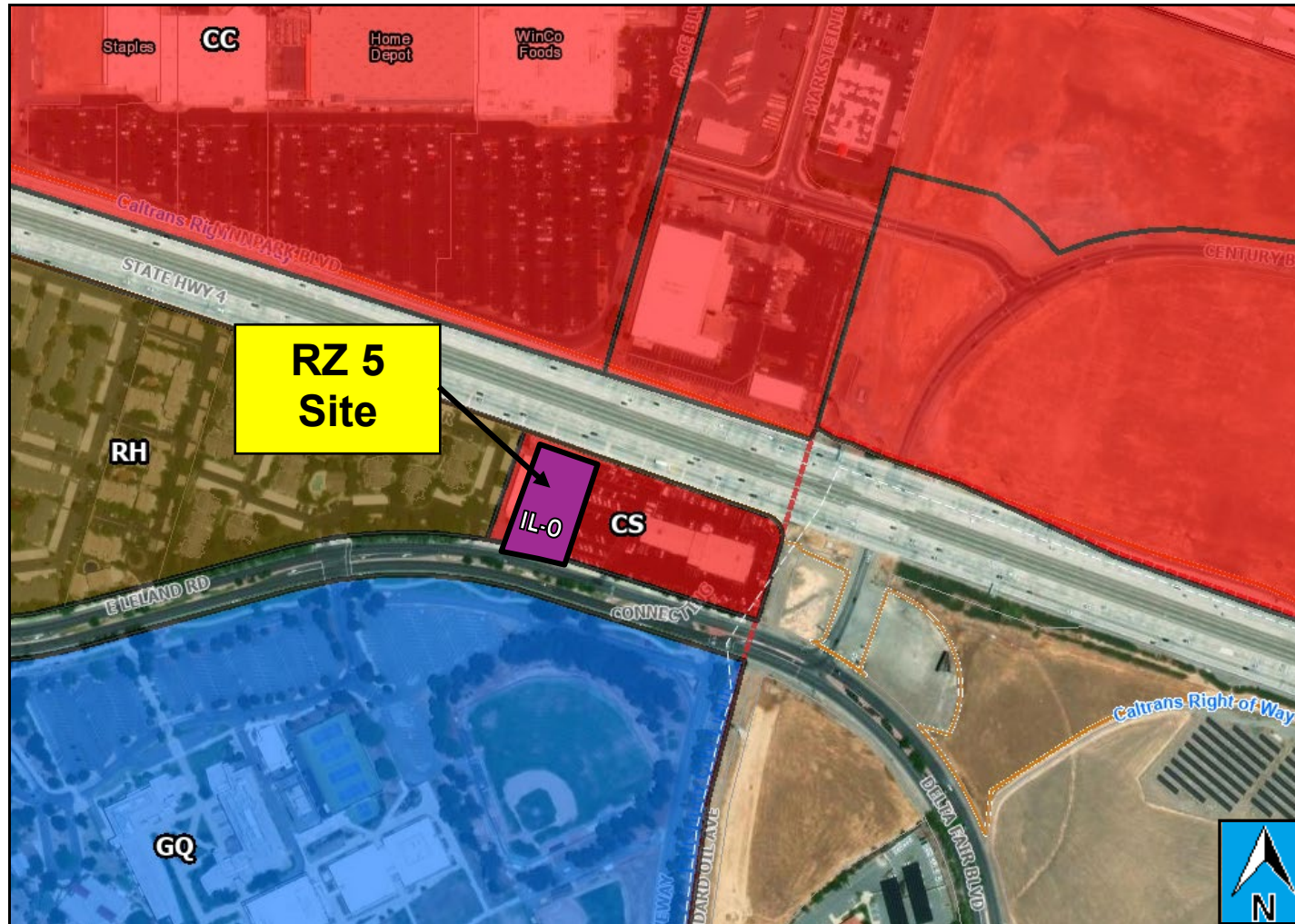
RM - Medium Density Residential

IL-O - Limited Industrial

RS - Low Density Residential

Zoning Map Amendment RZ 5

Fig. 2: Proposed Zoning District



CC - Community Commercial/
CS – Service Commercial

RH- High Density Residential

GQ – Government & Quasi Public

RM - Medium Density Residential

IL-O - Limited Industrial

RS - Low Density Residential

Rezone 5

IL-O Land Use Regulations

Limited Industrial with a Limited Overlay (IL-O) District

IL-O District Land Use Regulations

Land Use Regulations for the IL-O District shall be the same as those of the base Limited Industrial (IL) District pursuant to Pittsburgh Municipal Code (PMC) Section 18.54.010, with the addition of Administrative, Business, and Professional Offices, Data Center, Energy, Financial Offices, Government/Public Offices, Medical Offices and Medical Testing, Research and Development Services and Production, Manufacturing (Custom and Limited), Warehouse and Distribution (Interior and Exterior Storage) as defined in this Overlay District Ordinance.

The Zoning Administrator shall review Land Use proposed as part of a development application and provide a determination for consistency with the IL-O District and prescribe applicable review procedure, and conditionally issue approval.

IL-O District Property Development Regulations

Property Development Regulations for the IL-O District shall be the same as those of the base Limited Industrial (IL) District pursuant to PMC Section 18.54.115, unless superseded by any applicable Condition of Approval, Specific Plan, Master Plan, or as determined by the Zoning Administrator.

Applicants must submit a development application to the Community and Economic Development Department – Planning Division pursuant to PMC Section 18.12.010 and Chapter 18.32 for review and conformity with the standards listed therein and design review guidelines listed within PMC Section 18.36.200. The Zoning Administrator shall review the package and provide a determination for consistency with the IL-O District, prescribe applicable review procedure, and conditionally issue approval.

The Zoning Administrator shall be responsible for administering the provisions of this Overlay District and shall have authority to review and approve the permitted uses and determine if specific uses are consistent with the objectives and provisions of the IL-O District.

IL-O Additional Land Use Regulations

Use Classifications	Definitions
Administrative, Business, and Professional Offices	Establishment engaged in the provision of executive, management, administrative, consulting, or professional services, such as architectural, design, engineering, real estate, information technology and technology support, insurance, investment, legal, secretarial, accounting, graphic arts, typesetting, desktop publishing, advertising, marketing, title insurance, bail bonds, travel, entertainment, collection, or personnel agency. This classification includes health program administration or management offices and workspaces created for business incubators/incubation.
Data Center	A facility providing for the storage of networked computer servers and related hardware equipment typically used by organizations for the remote storage, processing, or distribution of large amounts of data.
Energy	A facility primarily comprised of mechanical and electrical spaces that will house energy production, energy conversion, and energy distribution equipment.

Financial Offices	Financial institution, including credit union office or check cashing service, that provides retail banking services to individuals and businesses. This classification includes only those institutions engaged in the on-site circulation of cash money.
Government/Public Offices	Administrative, clerical, or public contact office of a federal, state or local government agency, including postal facilities, together with incidental storage and maintenance of vehicles.
Hospitals and Large-Scale Medical Facilities	Facility providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons, primarily on an inpatient basis. This classification includes incidental facilities for out-patient treatment, as well as training, research, and administrative services for patients and employees.
Medical Offices and Medical Testing	Offices of state-licensed firms or organizations that provide human physical and psychological health services and resources, such as physicians, dentists, chiropractors, physical therapists, psychiatrists, psychologists, counseling and family planning services, optometrists, or acupuncturists. This classification includes only those facilities intended for outpatient medical services, and may include medical/dental laboratory incidental to the office use.
Research and Development Services and Production	Research and Development Services establishments are primarily engaged in industrial or scientific research, including limited product testing. This classification includes electronic research firm or pharmaceutical research laboratory. Research and Development Productions establishments are primarily engaged in the research, development, testing, and controlled production and wholesale of high-technology electronic, industrial, or scientific products or commodities within an enclosed building, but does not include uses that may be objectionable by reason of production of offensive odor, dust, noise, vibration, or storage of hazardous materials. Uses include biotechnology, film, and nontoxic electronic and computer component manufacturers.
Limited Custom Manufacturing	Limited Custom Manufacturing Industrial Activities include the small-scale production of artisan and/or custom products. This activity typically includes the production of finished parts or products by hand, involving the use of hand tools and small-scale equipment within enclosed buildings. Limited Custom Manufacturing Industrial Activities do not produce noise, vibration, air pollution, fire hazard, or noxious emission that will disturb or endanger neighboring properties. This classification includes, but is not limited to, the production of: A. Light Food Processing: Beverages (including alcoholic) and food (excluding the production of highly pungent, odor-causing items, such as vinegar and yeast) within an establishment totaling ten thousand (10,000) square feet or less of floor area; B. Cameras and photographic equipment; C. Custom sign-making; D. Custom clothing; E. Custom furniture building and refinishing; F. Professional, scientific, measuring, and controlling instruments; G. Musical instruments;

	H. Medical, dental, optical and orthopedic instruments and appliances, and similar items; and I. Handicraft, art objects, and jewelry.
Light Manufacturing	Light Manufacturing Industrial Activities include the manufacturing, compounding, processing, assembling, packaging, or treatment of components or products, primarily from previously prepared materials, and typically within enclosed buildings. Light Manufacturing Industrial Activities do not produce noise, vibration, air pollution, fire hazard, or noxious emission that will disturb or endanger neighboring properties. This classification includes, but is not limited to, the production or assembly of: A. Production apparel manufacturing; B. Computer and electronic products; C. Pharmaceutical production; D. Beverages (including alcoholic) and food (excluding the production of highly pungent, odor-causing items, such as vinegar and yeast) with more than ten thousand (10,000) square feet of floor area; E. Electrical equipment, appliances, and components; F. Furniture and related products; G. Pharmaceutical production; and H. Sporting and athletic goods.
Warehouse and Distribution (Interior and Exterior Storage)	Establishment engaged in the wholesale, distribution and warehousing of goods. Uses in this category provide storage space for bulk quantities of commercial goods, or sell or arrange the sale of goods from suppliers to other wholesalers or retailers. Establishments under this classification may sort, package and label products for distribution, but do not display merchandise or accommodate walk-in retail customers. With Interior Storage. Storage and handling of goods and equipment is entirely within an enclosed building. With Exterior Storage. Storage and handling of goods and equipment is entirely or partially outdoors, even if screened from public view. This classification does not include junk or vehicle dismantling yard, or disposal facility.

Attachment 8

Planning Application No. AP-24-0033 (RZ), City-Initiated Zoning Map Amendments

**CEQA Addendum to the Final Environmental Impact Report for the
Pittsburg 2040 General Plan Update (SCH# 2022040427) adopted by the
Pittsburg City Council on May 6, 2024, under Resolution Nos. 24-14463 and
24-14464.**

**Prepared by Alison Spells, Associate Planner
June 2024**

Original Project

The City of Pittsburg (City) adopted the 2040 General Plan Update Final Environmental Impact Report (FEIR) on May 6, 2024, under Resolution Nos. 24-14463 and 24-14464.

Proposed Project

The project analyzed in this Addendum includes City-Initiated Zoning Map Amendments (proposed “project”) in five distinct areas of the City. Pursuant to Government Code 65860, the City is required to ensure consistency between land use designations in the 2040 General Plan and the Zoning Map.

Addendum to the 2024 FEIR

This Addendum addresses the potential for any environmental impacts associated with the proposed project.

An Addendum is defined by CEQA as follows:

15164. Addendum to an EIR or Negative Declaration

- a. The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.
- b. An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.
- c. An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.

- d. The decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.
- e. A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

Section 15164 (b) specifically indicates an Addendum may be prepared if none of the conditions described in Section 15162 do not exist requiring a subsequent Negative Declaration, as described below:

15162. Subsequent EIRs and Negative Declarations

- a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:
 - 1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
 - 2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
 - 3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - A. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more

significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

- D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

- b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.

In this case, none of the conditions described in Section 15162 (a) exist, as described in this Addendum. The City has determined that no new or significant environmental effects, no substantial changes to circumstances or to previously identified significant effects, no significant revisions to mitigation measures and no new mitigation measures or alternatives would be associated with the proposed project. As described in Section 15162 (b), the Lead Agency (City of Pittsburgh) has determined that an Addendum, consistent with Section 15164, is the appropriate course to address potential environmental impacts associated with the proposed project.

2040 General Plan Environmental Impact Report

On May 6, 2024, the Pittsburgh City Council certified the Final Environmental Impact Report (Program FEIR) (SCH# 2022040427). The project analyzed in the Program FEIR is the City of Pittsburgh 2040 General Plan (Envision Pittsburgh), which is a comprehensive update of the policies of the City's 2020 General Plan and includes new or revised policies that address:

- Updates to the City's Subareas, Land Use Map and Land Use Designations
- Core Values of Sustainability and Equity, Community Health and Environmental Justice
- Commitment to Enhancing Community Character
- Mobility, Circulation, Active Transportation and Access to Regional Transportation
- Support for Quality Education and Recreation Services and Opportunities
- Business Attraction, Retention and Promotion
- Access to Parks, Recreation and Entertainment
- Commitment to Arts, Culture, Community Services and Resources
- Safety and Resiliency Element, including Climate Adaptation
- Inclusion of Measurable Implementation Actions
- Updates to State Law (SB 1000, SB 743, AB 2923, AB 2097, etc.)

The FEIR identified potentially significant impacts to the following elements: air quality, greenhouse gas emissions, climate change and energy, noise, transportation and circulation, and utilities and service systems. As discussed in the 2040 General Plan DEIR and this Addendum, these impacts are minimized to the greatest extent feasible through General Plan Policies and Actions.

The FEIR is available here:

<https://www.pittsburgca.gov/home/showpublisheddocument/16112/638485347808600000>

Checklist Analysis of Project Revision

The following sections assess the proposed project according to the checklist contained in Appendix G of the 2023 CEQA Guidelines and the degree to which, if any, the proposed project would change the findings of the 2040 General Plan FEIR.

1. Aesthetics

2040 General Plan DEIR Findings

Chapter 3, Section 1, Aesthetics and Visual Resources, of the 2040 General Plan DEIR evaluates the aesthetic effects resulting from General Plan implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

The 2040 General Plan FEIR concluded that the citywide effects of implementation would not:

- Have a substantial adverse effect on a scenic vista;
- Substantially damage scenic resources;
- Substantially degrade the existing visual character or quality of public views and surroundings in non-urbanized areas;
- Conflict with applicable zoning and other regulations governing scenic quality in urbanized areas; and
- Create new sources of substantial light or glare which would adversely affect day or nighttime views in the area.

Mitigation Required: None.

Proposed Project Impacts

The proposed project does not include any textual changes or map changes that would result in a new effect on the visual character or scenic quality throughout the City because the physical form of new development will be largely unchanged in terms of basic parameters related to building bulk, mass and siting; therefore, there would be no new or substantially more severe impacts on the existing visual character and quality throughout the City compared to those analyzed in the 2040 General Plan FEIR. The proposed project

will allow for development consistent with the General Plan, which was anticipated and analyzed in the 2040 General Plan DEIR.

Conclusion

The proposed project would not alter the conclusions of the 2040 General Plan FEIR with respect to aesthetics, substantially increase the severity of previously identified aesthetics impacts, or result in any new significant impacts on aesthetics. Furthermore, new projects that could contribute to light and glare impacts would be required to go through the City's design review process and project-level CEQA analysis once project-specific information is available. Therefore, the impacts of the proposed project are less than significant and no new mitigation would be required.

2. Agricultural and Forest Resources

2040 General Plan DEIR Findings

Chapter 3, Section 2, Agricultural and Forest Resources, of the 2040 General Plan DEIR evaluates the effects to agricultural and forestry resources resulting from implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

The 2040 General Plan FEIR concluded that the citywide effects of implementation would not:

- Result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) to non-agricultural use;
- Conflict with existing zoning for agricultural use, or a Williamson Act contract;
- Conflict with existing zoning for, or cause rezoning of, forest land or timberland;
- Result in the loss of forest land or conversion of forest land to non-forest use; and
- Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use.

Mitigation Required: None.

Proposed Project Impacts

The proposed project does not include any textual changes or map changes that would result in a new effect on the agricultural or forest resources throughout the City because no forest lands, timber lands or Farmland (Prime Farmland, Unique Farmland, or Farmland of Statewide Importance) are located or designated within the Pittsburg Planning Area. Therefore, there would be no new or substantially more severe impacts to agricultural and forest resources throughout the City compared to those analyzed in the 2040 General Plan FEIR. The proposed project will allow for development consistent with the General Plan which was anticipated and analyzed in the 2040 General Plan DEIR.

Conclusion

The proposed project would not alter the conclusions of the 2040 General Plan FEIR with respect to agricultural and forest resources, substantially increase the severity of previously identified agricultural and forest resources impacts, or result in any new significant impacts on agricultural and forest resources. Therefore, the impacts of the proposed project are less than significant and no new mitigation would be required.

3. Air Quality

2040 General Plan DEIR Findings

Chapter 3, Section 3, Air Quality, of the 2040 General Plan DEIR evaluates the air quality effects of growth resulting from implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

While the 2040 General Plan FEIR concluded that the citywide effects of General Plan implementation would not conflict with or obstruct implementation of any applicable air quality plans, it also identified that implementation could potentially:

- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard;
- Expose sensitive receptors to substantial pollutant concentrations; and
- Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people.

However, implementation of 2040 General Plan goals, policies, and actions and compliance with the required air quality regulatory framework would reduce potential air quality impacts associated with future operational emissions, reduce the exposure to sensitive receptors to pollutant concentrations and address potential conflicts in land uses that could result in odor complaints.

Mitigation Required: Minimized to the greatest extent feasible through 2040 General Plan Policies and Actions.

Proposed Project Impacts

The proposed project was developed to implement the adopted 2040 General Plan land use designations and does not include any changes to 2040 General Plan goals, policies or implementation actions for regulatory framework concerning air quality impacts, nor does the proposed project change any development regulations in Pittsburg Municipal Code with regard to air quality, emissions, health risks, or odors.

Conclusion

The proposed project would not alter the conclusions of the 2040 General Plan FEIR with respect to air quality, substantially increase the severity of previously identified air quality impacts, or result in any new significant impacts on air quality because the project implements 2040 General Plan policies designed to reduce air quality emissions and would not result in any changes that would increase air quality emissions. No new mitigation would be required.

4. Biological Resources

2040 General Plan DEIR Findings

Chapter 3, Section 4, Biological Resources, of the 2040 General Plan DEIR evaluates the impacts to biological resources resulting from implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

Chapter 3, Section 4, of the 2040 General Plan DEIR included discussion of Biological Resources and found potential impacts could occur from General Plan implementation but that such impacts would be reduced to less than significant because all future development and infrastructure projects are required to comply with:

- 2040 General Plan Policies and Actions,
- Applicable federal site-specific biological resources assessments
- Title 18 of the Pittsburg Municipal Code (“Zoning Ordinance”), including requirements for Geotechnical Investigations and development of Geotechnical Reports,
- CEQA,
- provisions of the California Building Standards Commission and California Building Code,
- Regional Water Quality Control Board Regulations, including requirements for development of project-specific Storm Water Pollution Prevention Plans, and
- California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law).

Based on these requirements, the 2040 General Plan FEIR concluded that implementation of the 2040 General Plan would not:

- Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service;

- Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service;
- Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means;
- Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites;
- Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance; or
- Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Mitigation Required: None.

Proposed Project Impacts

The proposed project does not involve any changes to land use designations, land use regulations, development standards, or any other regulations developed for the protection of biological resources in the City. In addition, the proposed project would not allow development on land not allowed for development under the adopted General Plan assessed in the 2040 General Plan EIR, and therefore, would not result in additional biological resources impacts beyond those identified in the 2040 General Plan EIR.

Conclusion

The proposed project would not alter the conclusions of the 2040 General Plan FEIR with respect to biological resources, substantially increase the severity of previously identified biological resource impacts or result in any new significant impacts on biological resources because the project implements 2040 General Plan policies designed to protect biological resources and would not result in any changes that would lead to a substantial adverse effect on biological resources. No new mitigation would be required.

5. Cultural and Tribal Resources

2040 General Plan DEIR Findings

Chapter 3, Section 5, Cultural and Tribal Resources, of the 2040 General Plan DEIR evaluates the impacts to cultural and tribal resources resulting from implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

While the 2040 General Plan does not directly propose any adverse changes to any historic, tribal cultural or archaeological resources, future development allowed under the General Plan could affect known historic, tribal cultural or archaeological resources or unknown historic, tribal cultural or archaeological resources which have not yet been identified.

As future development and infrastructure projects are considered by the City, each project would be evaluated for conformance with the City's 2040 General Plan, Municipal Code, and other applicable State and local regulations. Subsequent development and infrastructure projects would also be analyzed for potential environmental impacts, consistent with the requirements of CEQA.

The 2040 General Plan includes policies and actions which, when combined with adopted CEQA review requirements, would ensure that adverse effects on significant tribal cultural, historic and archaeological resources are reduced to a less than significant level.

Based on these requirements, the 2040 General Plan FEIR concluded that implementation of the 2040 General Plan would not:

- Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5;
- Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5;
- Disturb any human remains, including those interred outside of formal cemeteries; or
- Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:
 - Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)
 - A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resources to a California Native American tribe.

Mitigation Required: None.

Proposed Project Impacts

The proposed project is intended to achieve consistency between the City's recently adopted 2040 General Plan and the City's Zoning Map. The proposed project does not

involve changes to land use designations, policies, or action programs of the General Plan, nor does it modify any provisions of the City's Zoning Ordinance (PMC Title 18) pertaining to the protection of cultural resources.

Conclusion

The proposed project would not alter the conclusions of the 2040 General Plan FEIR with respect to historic, tribal cultural or archaeological resources, would not substantially increase the severity of previously identified historic, tribal cultural or archaeological resources impacts, or result in any new significant historic, tribal cultural or archaeological resources impacts. No new mitigation would be required.

6. Geology and Soils

2040 General Plan DEIR Findings

Chapter 3, Section 6, Geology and Soils, of the 2040 General Plan DEIR evaluates the impacts to geology and soil resources resulting from implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

Chapter 3, Section 6, Geology and Soils, of the 2040 General Plan DEIR included discussion of geology and soil resources and found potential impacts could occur from General Plan implementation but that such impacts would be reduced to less than significant because all future development and infrastructure projects are required to comply with:

- 2040 General Plan Policies and Actions,
- Title 18 of the Pittsburg Municipal Code ("Zoning Ordinance"), including requirements for Geotechnical Investigations and development of Geotechnical Reports,
- CEQA,
- provisions of the California Building Standards Commission and California Building Code,
- Regional Water Quality Control Board Regulations, including requirements for development of project-specific Storm Water Pollution Prevention Plans, and
- California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law).

Based on these requirements, the 2040 General Plan FEIR concluded that implementation of the 2040 General Plan would not:

- Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:
 - Rupture of a known earthquake fault, as delineated on the most recent

AlquistPriolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42;

- Strong seismic ground shaking;
- Seismic-related ground failure, including liquefaction; or
- Landslides.
- Result in substantial soil erosion or the loss of topsoil;
- Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse;
- Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property;
- Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water; or
- Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

Mitigation Required: None.

Proposed Project Impacts

The proposed project is intended to achieve consistency between the City's recently adopted 2040 General Plan and the City's Zoning Map. The proposed project does not involve changes to land use designations, policies, or action programs of the General Plan, nor does it modify any provisions of the City's Zoning Ordinance (PMC Title 18) pertaining to geology and soils. All future development allowed by the proposed project was assessed in the 2040 General Plan DEIR.

Conclusion

The proposed project would not alter the conclusions of the 2040 General Plan FEIR with respect to geology, soils, and seismicity, substantially increase the severity of previously identified significant effects on geology, soils, and seismicity, or result in any new significant impacts because the project implements General Plan policies designed to reduce geologic, seismic, and erosion risks and would not result in any changes that would lead to increased geologic, seismic, or erosion risks. No new or substantially more severe impacts would occur, and no new mitigation would be required.

7. Greenhouse Gas Emissions, Climate Change and Energy

Chapter 3, Section 7, Greenhouse Gas Emissions, Climate Change and Energy, of the 2040 General Plan DEIR evaluates the effects of growth on greenhouse gas emissions, climate change and energy, resulting from implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General

Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

The 2040 General Plan FEIR concluded that citywide effects of implementation would have a significant and unavoidable impact on greenhouse gas emissions and conflict with or obstruct implementation of any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases. However, the 2040 General Plan's proposed land use plan and policy framework would provide for future development that would support placement of land uses in proximity to each other and to transit; reduce vehicle trips; and address potential health-related impacts associated with new development, amongst others. All future development and infrastructure projects within the City would be subject to the 2040 General Plan goals, policies, and actions, which would contribute to the reduction of GHG impacts.

The 2040 General Plan FEIR also concluded that citywide effects of implementation would not result in a significant impact due to wasteful, inefficient, or unnecessary consumption of energy resources, or conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

Mitigation Required: Minimized to the greatest extent feasible through General Plan Policies and Actions.

Proposed Project Impacts

The proposed project would not result in an increase in growth beyond that allowed by the adopted 2040 General Plan assessed in the 2040 General Plan DEIR, or change any land use designations, development standards, and regulations designed to reduce GHG emissions and energy consumption.

Conclusion

The proposed project would not alter the conclusions of the 2040 General Plan FEIR with respect to GHG emissions and energy consumption, substantially increase the severity of previously identified significant effects on GHG emissions and energy consumption, or result in any new significant impacts because the project implements General Plan policies and actions designed to reduce GHG emissions and energy consumption and would not result in any changes that would increase GHG emissions or energy consumption. No new or substantially more severe impacts would occur, and no new mitigation would be required.

8. Hazards and Hazardous Materials

2040 General Plan DEIR Findings

Chapter 3, Section 8, Hazards and Hazardous Materials, of the 2040 General Plan DEIR evaluates the impacts of hazards and hazardous materials resulting from implementation by providing information about the environmental and regulatory setting, the significance

criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

The 2040 General Plan FEIR concluded that the citywide effects of implementation would not:

- Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials;
- Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment;
- Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school;
- Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment;
- For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area;
- Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan; or
- Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.

Mitigation Required: None.

Proposed Project Impacts

The proposed project is intended to achieve consistency between the City's recently adopted 2040 General Plan and the City's Zoning Map. The proposed project does not involve changes to land use designations, policies, or action programs of the General Plan, nor does it modify any provisions of the City's Zoning Ordinance (PMC Title 18) pertaining to the reduction of hazards and hazardous materials.

Conclusion

The proposed project would not alter the conclusions of the 2040 General Plan FEIR with respect to hazards and hazardous materials, substantially increase the severity of previously identified hazards and hazardous waste impacts, or result in any new significant hazards and hazardous waste impacts because the project implements General Plan policies designed to reduce these hazards and would not result in any changes that would lead to increased hazards or releases of hazardous materials into the environment. No new or substantially more severe impacts would occur, and no new mitigation would be required.

9. Hydrology and Water Quality

2040 General Plan DEIR Findings

Chapter 3, Section 9, Hydrology and Water Quality, of the 2040 General Plan DEIR evaluates the hydrology and water quality effects resulting from implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

The 2040 General Plan FEIR concluded that the citywide effects of implementation would not:

- Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality.
- Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin.
- Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.
- Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:
 - Result in substantial erosion or siltation on- or off-site;
 - Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;
 - Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff;
 - Impede or redirect flood flows.
- In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation.

Mitigation Required: None.

Proposed Project Impacts

The proposed project does not approve any specific development project and therefore would not change the severity of impacts to hydrology and water quality. The proposed project does not change any land use designations, land use regulations, development standards, or other regulations designed to reduce hydrology and water quality impacts. Through implementation of 2040 General Plan policies and actions, Pittsburgh Municipal Code requirements related to stormwater management and discharge control (Chapter 13.28 PMC) and grading, erosion and sediment control (Chapter 15.88 PMC), compliance with mandatory federal and state regulations, and compliance with the existing regulations

for the Kirker Creek-Frontal Suisun Bay Estuaries, Suisun Bay Estuaries, Suisun Bay Islands, and Markley Canyon-San Joaquin River watersheds, impacts to drainage patterns and water quality would be mitigated to a less than significant level.

Conclusion

The proposed project would not alter the conclusions of the 2040 General Plan FEIR with respect to hydrology and water quality, substantially increase the severity of previously identified hydrology or water quality impacts, or result in any new significant hydrology or water quality impacts because the project implements General Plan policies designed to reduce hydrology and water quality impacts and would not result in any changes that would lead to increased hydrology and water quality impacts. No new mitigation would be required.

10. Land Use and Planning/Population and Housing

2040 General Plan DEIR Findings

Chapter 3, Section 10, Land Use Planning and Population/Housing, of the 2040 General Plan DEIR evaluates the land use planning and population/housing effects resulting from implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

The 2040 General Plan FEIR concluded that the citywide effects of implementation would not:

- Physically divide an established community;
- Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect;
- Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure); or
- Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere.

Mitigation Required: None.

Proposed Project Impacts

The proposed project is intended to achieve consistency between the City's recently adopted 2040 General Plan and the City's Zoning Map. The proposed project does not involve changes to land use designations, policies, or action programs of the General Plan, nor does it modify any provisions of the City's Zoning Ordinance (PMC Title 18) pertaining to land use and planning and population/housing. No new mitigation would be required.

Conclusion

The proposed project would not alter the conclusions of the 2040 General Plan FEIR with respect to land use and planning or population/housing, substantially increase the severity of previously identified land use and planning or population/housing impacts or result in any new significant land use and planning or population/housing impacts because the project implements General Plan policies designed to reduce land use and planning and population/housing impacts and would not result in any changes that would lead to increased land use and planning or population/housing impacts. No new mitigation would be required.

11. Mineral Resources

2040 General Plan DEIR Findings

Chapter 3, Section 11, Mineral Resources, of the 2040 General Plan DEIR evaluates the mineral resources effects resulting from implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

The 2040 General Plan FEIR concluded that the citywide effects of implementation would not:

- Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state; or
- Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

Mitigation Required: None.

Proposed Project Impacts

The proposed project would have no impact on mineral resources because the project would not change 2040 General Plan policies protecting mineral resources and would carry forward current regulations related to mineral resources.

Conclusion

The proposed project would not alter the conclusions of the 2040 General Plan FEIR with respect to mineral resources, substantially increase the severity of previously identified mineral resources impacts or result in any new significant impact on mineral resources because the project implements General Plan policies designed to protect mineral resources and would not result in any changes that would result in the loss of availability of a known mineral resource or important mineral resource recovery site. No new mitigation would be required.

12. Noise

2040 General Plan DEIR Findings

Chapter 3, Section 12, Noise, of the 2040 General Plan DEIR evaluates the noise effects resulting from implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

The 2040 General Plan FEIR concluded that the citywide effects of implementation would not:

- Generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies;
- Generate excessive groundborne vibration or groundborne noise levels; or
- For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels.

The 2040 General Plan FEIR concluded that citywide effects of implementation would result in an increase in construction noise sources. However, the proposed 2040 General Plan includes policies and actions that are intended to reduce noise associated with construction noise. Specifically, Policy 13-P-1.7 would reduce noise associated with construction noise.

Mitigation Required: Minimized to the greatest extent feasible through General Plan Policies and Actions.

Proposed Project Impacts

The proposed project is intended to achieve consistency between the City's recently adopted 2040 General Plan and the City's Zoning Map. The proposed project does not involve changes to land use designations, policies, or action programs of the General Plan, nor does it modify any provisions of the City's Zoning Ordinance (PMC Title 18) pertaining to noise

Conclusion

The proposed project would not alter the conclusions of the 2040 General Plan FEIR with respect to noise, substantially increase the severity of previously identified noise impacts, or result in any new significant impacts because the proposed project implements General Plan policies designed to reduce potential noise impacts in the City and would not result in any changes that would increase noise impacts. No new mitigation would be required.

13. Public Services and Recreation

2040 General Plan DEIR Findings

Chapter 3, Section 13, Public Services and Recreation, of the 2040 General Plan DEIR evaluates impacts to Public Services and Recreation resulting from General Plan implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

The 2040 General Plan FEIR concluded that the citywide effects of implementation would not result in:

- Substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:
 - Fire Protection;
 - Police Protection;
 - Schools;
 - Parks; and
 - Other public facilities.
- An increase in the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated; or
- If it includes recreational facilities or requires the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.

Mitigation Required: None.

Proposed Project Impacts

Future build out under the proposed project would be consistent with maximum allowable densities and intensities established by the 2040 General Plan. No aspect of the proposed project would substantially increase the demand for public services and recreational facilities beyond what was analyzed in the 2040 General Plan EIR.

Conclusion

The proposed project would not alter the conclusions of the 2040 General Plan FEIR with respect to public services or recreation, substantially increase the severity of previously identified public service and recreation impacts, or result in any new significant impacts because the project implements General Plan policies designed to provide adequate public services, facilities, and recreational opportunities in the City and would not result in

any changes that would negatively affect agencies' ability to provide adequate public services, facilities, and recreational opportunities. No new mitigation would be required.

14. Transportation and Circulation

2040 General Plan DEIR Findings

Chapter 3, Section 14, Transportation and Circulation, of the 2040 General Plan DEIR evaluates the transportation and circulation effects resulting from implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

The 2040 General Plan FEIR concluded that the citywide effects of implementation would:

- Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b),
- Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities,
- Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment), or
- Result in inadequate emergency access.

However, implementation of 2040 General Plan goals, policies, and actions, the City's Active Transportation Plan and the City's Sustainability Plan would reduce vehicle travel and vehicle miles traveled (VMT) through encouraging non-vehicle transportation modes, expanding transit services, and developing TDM program requirements including measures to reduce VMT associated with any new development. Additionally, future development would be required to comply with the City's design standards, Traffic Impact Analysis Guidelines, Traffic Mitigation Impact Fee Program, the Highway Safety Manual, as well as traffic investigations and the City's Neighborhood Traffic Calming Program.

Mitigation Required: Minimized to the greatest extent feasible through General Plan Policies and Actions.

Proposed Project Impacts

The proposed project is intended to achieve consistency between the City's recently adopted 2040 General Plan and the City's Zoning Map. The proposed project does not involve changes to land use designations, policies, or action programs of the 2040 General Plan, nor does it modify any provisions of the City's Zoning Ordinance (PMC Title 18) pertaining to transportation or circulation. All future development allowed by the proposed project was anticipated and analyzed in the 2040 General Plan DEIR. No new mitigation would be required.

Conclusion

The project would not alter the conclusions of the 2040 General Plan FEIR with respect to transportation or traffic, substantially increase the severity of previously identified transportation or traffic impacts or result in any new significant transportation or traffic impacts. This is because the project implementation of General Plan policies are designed to provide for all modes of travel and would not result in any changes that would result in a conflict with policies/plans for all modes of travel or an increase in VMT. No new or substantially more severe impacts would occur, and no new mitigation would be required.

15. Utilities and Service Systems

2040 General Plan DEIR Findings

Chapter 3, Section 15, Utilities and Service Systems, of the 2040 General Plan DEIR evaluates the impacts to utilities and service systems resulting from implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

While the 2040 General Plan FEIR concluded that citywide effects of implementation would not require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas or telecommunication facilities, it also identified that implementation would have a significant and unavoidable impact on the sufficiency of water supplies available to serve the City and reasonably foreseeable future development during normal, dry and multiple dry years.

Mitigation Required: Minimized to the greatest extent feasible through General Plan Policies and Actions.

Proposed Project Impacts

Future buildout resulting from the proposed project would be consistent with maximum allowable densities and intensities established by the 2040 General Plan, because these standards are carried forward into the zoning provisions of Pittsburg Municipal Code. As future development and infrastructure projects are considered by the City, each project would be evaluated for conformance with the 2040 General Plan, Municipal Code, and other applicable regulations. Subsequent development and infrastructure projects would also be analyzed for potential environmental impacts, consistent with the requirements of CEQA. Therefore, the proposed project would not result in additional impacts to utilities and service systems, including wastewater treatment.

Conclusion

The proposed project would not alter the conclusions of the 2040 General Plan FEIR with respect to this resource or result in any new significant utilities and service systems impacts. No new mitigation would be required.

16. Wildfires

2040 General Plan DEIR Findings

Chapter 3, Section 16, Wildfires, of the 2040 General Plan DEIR evaluates the wildfire effects resulting from implementation by providing information about the environmental and regulatory setting, the significance criteria, any applicable 2040 General Plan policies and implementation programs, the analysis methodology, and a detailed environmental impact evaluation.

The 2040 General Plan FEIR concluded that the citywide effects of implementation would not:

- Substantially impair an adopted emergency response plan or emergency evacuation plan,
- Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire.
- Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment.
- Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

Mitigation Required: None.

Proposed Project Impacts

The proposed project is intended to achieve consistency between the City's recently adopted 2040 General Plan and the City's Zoning Map. The proposed project does not involve changes to land use designations, policies, or action programs of the General Plan, nor does it modify any provisions of the City's Zoning Ordinance (PMC Title 18) pertaining to wildfires.

Conclusion

No aspect of the proposed project would alter the conclusions of the 2040 General Plan FEIR with respect to wildfires, substantially increase the severity of previously identified wildfire impacts, or result in any new significant wildfire impacts. The proposed project would not result in an increase in development or density in very high fire hazard severity zones. The impact associated with exposing people or structures to a significant risk of loss, injury, or death involving wildland fires would remain less than significant. No new mitigation would be required.



Community and Economic Development Department – Planning Division

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the **CITY COUNCIL** of the City of Pittsburg will conduct a public hearing on:

DATE: July 1, 2024
TIME: 7:00 p.m.
PLACE: City Council Chamber at City Hall
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

City-Initiated Zoning Map Amendments, AP-24-0033 (RZ)

This is a public hearing on a city-initiated request for approval of five Zoning Map Amendments to implement new land use designations consistent with the 2040 General Plan Land Use Map, as required by Government Code Section 65860. The Pittsburg City Council adopted the [2040 General Plan](#) and certified the [Final Environmental Impact Report](#) on May 6, 2024, under Resolution Nos. 24-14464 and 24-14463.

The City is proposing this initial set of Zoning Map Amendments while preparing a larger, comprehensive update to the Zoning Ordinance. The comprehensive update will include additional consistency amendments to fully implement the 2040 General Plan land use designations, policies and implementation actions.

The proposed Zoning Map Amendments do not indicate a decision by the City to approve or disapprove any specific development project. All pending and future projects located on proposed rezone sites will be required to process individual development applications with the Department of Community and Economic Development and undergo environmental review consistent with the California Environmental Quality Act (CEQA).

Details specific to each proposed Zoning Map Amendment, including existing and proposed Zoning designations, parcel sizes, locations and map exhibits are available at the following location:

- OneDrive link: [City-Initiated Zoning Map Amendments AP-24-0033 \(RZ\)](#)
- OneDrive website address: <https://tinyurl.com/22wtwv58>

Environmental Determination

A Final Environmental Impact Report (FEIR) was prepared and certified in accordance with CEQA to evaluate the environmental impacts of approval and implementation of the 2040 General Plan. On May 6, 2024, the Pittsburg City Council certified the FEIR in Resolution Nos. 24-14463 and 24-14464, making the required findings under CEQA (State Clearinghouse No. 2022040427). An Addendum to the certified FEIR has been prepared in accordance with CEQA Guidelines Section 15164 to address the proposed City-Initiated Zoning Map Amendments. The Addendum must be considered by the City Council for Planning Application No. AP-24-0033 (RZ).

PROJECT PLANNER: Alison Spells, (925) 252-6987 or aspells@pittsburgca.gov

Why am I receiving this notice?

Noticing requirements in Pittsburg Municipal Code (PMC) Section 18.14.020 for amendments to the Zoning Ordinance, including the Zoning Map, require compliance with California Government Code Section 65090, which allows the City to provide Notice of the Public Hearing in any manner it deems necessary or desirable. Government Code Section 65091(4) requires the City to publish the Notice of the Public Hearing in the *East County Times* at least 10 days prior to the public hearing. In addition, the City also posted the notice at City Hall, the Pittsburg Library, the Marina Community Center, the Pittsburg Senior Center and on the "Public Notices" section of the City's website. The City also sent the notice to local service agencies whose services might be affected by the proposed City-Initiated Zoning Map Amendments, and to individuals who had previously filed a written request for public hearing notices. Lastly, a copy of the notice was posted on www.nextdoor.com ("Nextdoor") and was sent directly to all subscribed residents in all neighborhoods within Pittsburg City limits.

Where can I get more information about this project?

The complete file for this project is available for public inspection; please contact the project planner listed above to make necessary arrangements. Any persons requiring additional accommodation to review this notice, including visually impaired persons, may contact Alison Spells at (925) 252-6987.

What can I do if I have comments on the project?

Comments or objections to the project can be made by writing or through e-mailed testimony prior to the meeting or provided orally during the meeting. Written comments citing the project name may be emailed to the project planner listed above or may be mailed or delivered to Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565.

Pursuant to Section 65009 of the California Government Code, if you challenge this matter in court, you may be limited to those issues you or someone else raised at the public hearing described in this notice, or in written correspondence on the matter delivered to this agency at, or prior to the public hearing. Any written correspondence delivered to the Planning Division before the hearing body's action on the matter will become a part of the administrative record.

*Para información en
español:
(925) 252-4920*



JOHN FUNDERBURG, SECRETARY
PITTSBURG PLANNING COMMISSION

**CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES**

DATE: June 17, 2024

LOCATION: Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

CITY COUNCIL/AGENCY MEMBERS

Juan Antonio Banales, Mayor/Chair
Jelani Killings, Vice-Mayor/Chair
Dionne Adams, Council/Agency Member
Angelica Lopez, Council/Agency Member
Shanelle Scales-Preston, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

Garrett Evans, City Manager/Executive Director
Donna Mooney, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Mayor Banales called the regular meeting to order at 7:07 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA

ROLL CALL

Member Lopez and Member Scales-Preston were absent and excused.

PLEDGE OF ALLEGIANCE

Mayor Banales led the Pledge of Allegiance.

CITY MANAGER REPORTS/REMARKS

City Manager Evans thanked staff for all the hard work that was put in to ensure the City hosted Mayor's Conference was a success.

Assistant City Manager Aliotti gave an update on Community events.

PUBLIC COMMENTS

Greg Osorio, Pittsburg, thanked staff for their help and collaboration on a successful Juneteenth event that was held on Saturday, June 15th.

Nicole Arrington, Pittsburg, asked that the City encourage Contra Costa County Elections Office to continue counting signatures for the rent control petition that was deemed insufficient. She also asked for the City to adopt a Resolution to stop the Pittsburg/Antioch Train Station from being closed in Antioch and moved to Oakley.

COMMITTEE REPORTS

Vice Mayor Killings attended the Public Safety Subcommittee.

COMBINED CITY COUNCIL, PITTSBURG POWER COMPANY, SUCCESSOR AGENCY AND SOUTHWEST PITTSBURG GHAD II CONSIDERATION

5. Adoption of a City Council Minute Order to Approve City Goals and Priorities for Fiscal Year 2024-2025

Bruce Ohlson, Pittsburg, asked for the following to be included as part of the goals for the Public Works Department. Class 4 bike facilities (sidewalk) on N. Park Blvd, marked bike lane all corners of W. Leland Road, marked bike lane on Railroad Ave towards Kirker Pass Road and marked bike lane on San Marco Blvd towards Highway 4.

Motion by Vice Mayor Killings, seconded by Member Adams and adopted by the following vote:

AYES: Adams, Killings, Banales

ABSENT: Lopez, Scales-Preston

6. Introduction and Waive Further Reading of an Ordinance Amending Pittsburg Municipal Code Chapter 2.85 and Repealing Chapter 2.86

Motion by Member Adams, seconded by Vice Mayor Killings to introduce and waive further reading of the ordinance Amending the Pittsburg Municipal Code Chapter 2.85 and Repealing Chapter 2.86 and adopted by the following vote:

AYES: Adams, Killings, Banales

ABSENT: Lopez, Scales-Preston

7. Adoption of a City Council Resolution for Approval of the City of Pittsburg's Operating Budget for Fiscal Year 2024-25 and Appropriation of Funds for Fiscal Year 2024-25

Motion by Vice Mayor Killings, seconded by Member Adams and adopted by the following vote:

AYES: Adams, Killings, Banales

ABSENT: Lopez, Scales-Preston

8. Adoption of a GHAD II Resolution for Approval of the Budget for Fiscal Year 2024-25 for the Southwest Pittsburg Geological Hazard Abatement District II (GHAD II) and Appropriation of Funds for Fiscal Year 2024-25

Motion by Vice Mayor Killings, seconded by Member Adams and adopted by the following vote:

AYES: Adams, Killings, Banales

ABSENT: Lopez, Scales-Preston

9. Adoption of a Pittsburg Power Company Resolution for Approval of the Budget for Fiscal Year 2024-25 for the Pittsburg Power Company (PPC) and Appropriation of Funds for Fiscal Year 2024-25

Motion by Vice Mayor Killings, seconded by Member Adams and adopted by the following vote:

AYES: Adams, Killings, Banales

ABSENT: Lopez, Scales-Preston

10. Adoption of a Successor Agency for the Redevelopment Agency of the City of Pittsburg Resolution for Approval of the Budget for Fiscal Year 2024-25 for the Successor Agency for the Redevelopment Agency of the City of Pittsburg (Successor Agency) and Appropriation of Funds for Fiscal Year 2024-25

Motion by Member Adams, seconded by Vice Mayor Killings and adopted by the following vote:

AYES: Adams, Killings, Banales

ABSENT: Lopez, Scales-Preston

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

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

On Motion by Member Adams, seconded by Vice Mayor Killings and adopted by the following vote:

AYES: Adams, Killings, Banales

ABSENT: Lopez, Scales-Preston

11. Minutes of May 20, 2024 and June 3, 2024

12. Adoption of a City Council Minute Order to Direct Review of the City's Conflict of Interest Code

13. Adoption of a City Council Resolution Requesting the Consolidation of the Municipal Election with Other Elections to be Held on Tuesday, November 5, 2024 General Election Date for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities and Levying a Charge and Establishing Word Limitation for Candidates' Statements

14. Adoption of a City Council Resolution Approving Revisions to the City's Investment Policy

15. Adoption of a City Council Resolution Approving the Appropriations Limit for the 2024-25 Fiscal Year in Accordance with Proposition 111 and Article XIII (B)

16. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract with Thatcher Company of California, Inc. for Water Treatment Plant Chemical Supply – Liquid Chlorine

17. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract with Chemtrade Chemicals for Water Treatment Chemical Supply – Aluminum Sulfate
18. Adoption of a City Council Resolution to Authorize City Manager to Execute a Contract with Univar USA, Inc. for Water Treatment Plant Chemical Supply – Sodium Hydroxide
19. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract with Neo Solutions, Inc. for Water Treatment Plant Chemical Supply – Cationic Polymer
20. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract with International Dioxide for Water Treatment Plant Chemical Supply – Sodium Chlorite
21. Adoption of a City Council Resolution to Authorize the City Manager to Negotiate and Execute a Loan Agreement for Energy Efficiency Improvements and Adoption of a Pittsburgh Power Company Resolution Allocating Funds
22. Adoption of a City Council Resolution Reallocating Funds, Establishing a Measure M Reserve, and Establishing a Youth Fund

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for Future Agenda Items.

COUNCIL MEMBER REMARKS

Council Members Adams thanked staff and Mr. Greg Osorio for a great Juneteenth event.

ADJOURNMENT

The meeting was adjourned at 8:27 P.M. to July 01, 2024.

Respectfully submitted,

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 a List of On-Call Traffic Engineering Service Firms, Authorizing the City Manager to Enter into Agreements with Selected Firms and to Approve up to Two-One Year Extensions of the Agreements, and Authorizing the Public Works Director/City Engineer to Execute Task Orders

MEETING DATE: July 1, 2024

EXECUTIVE SUMMARY

The Traffic Engineering Services On-Call List of pre-qualified firms will allow staff to engage services as they are needed for design, studies, and documentation. If adopted, this resolution will approve a list of qualified firms for On-Call Traffic Engineering Services, authorize the City Manager to enter into agreements with selected firms and to approve up to two one-year extensions of the executed agreements, and authorize the Public Works Director/City Engineer to execute Task Orders.

FISCAL IMPACT

There are no fiscal impacts associated with approving the proposed On-Call Traffic Engineering Services List. Every On-Call Agreement will have a fee limit of \$500,000 and no Task Order will exceed \$250,000, unless amended by City Council. Costs for each Task Order will be paid from capital project budgets or operational budgets approved by the City Council.

RECOMMENDATION

City Council adopt the attached resolution approving the list of recommended firms for on-call traffic engineering services, authorize the City Manager to enter into Agreements with the selected firms and to approve up to two one-year extensions of the executed Agreements, and authorize the Public Works Director/City Engineer to execute Task Orders.

BACKGROUND

On June 20, 2022, City Council adopted Resolution No. 22-14111, approving a list of qualified firms to provide engineering services on an on-call basis. The agreements for those services expired on April 20, 2024.

On March 28, 2024, staff posted the Traffic Engineering Services Request for Qualifications on the City's website. The City received statement of qualifications (SOQ) from 9 firms prior to the April 23, 2024, deadline.

A sample Consulting Services Agreement is attached to this staff report.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

A list of pre-qualified consultants streamlines the process for engaging local firms to provide on-call services for City projects, which prevents unnecessary delays in project completion.

Staff reviewed and scored each SOQ across parameters including understanding of the scope of work; demonstrated firm and professional staff technical skill, experience, performance, and approach; familiarity with city, county, and state procedures; firm and professional staff references/satisfaction of clients; completeness and quality of proposal; and rates for services.

Staff recommends that the two highest scoring firms from the review be approved for the On-Call Traffic Engineering Services List. Duties performed by the selected firms under the On-Call Traffic Engineering Services Agreement may include, but not be limited to, assisting staff with processing documentation related to the City's Five-Year Capital Improvement Program, preparing construction documents, preparing reports, and performing applicable studies.

The City Manager shall be authorized to enter into an Agreement with each firm listed on the On-Call Traffic Engineering Services List. If approved, the On-Call Traffic Engineering Services List will be valid for two years, and the City Manager shall be authorized to approve up to two one-year extensions of the executed Agreements.

The Public Works Director/City Engineer shall be authorized to execute Task Orders pursuant to the On-Call Agreements.

Each Agreement will set forth a rate schedule established at the time of contract execution. The City will provide a Task Order, pursuant to the Agreement, when a specific task is identified and a consultant is selected from the approved on-call list. The "not to exceed" fee for a Task Order will be negotiated at the time that each Task Order is assigned.

Multiple task orders may be issued over the specified term of the Agreement, though the City will not be under any obligation to issue any Task Orders or to utilize any agreement to its limits.

The City, at its discretion, may use consultants from the approved on-call list or may issue additional requests for proposals and qualifications. Consultants on the approved on-call list will not be restricted from submitting proposals for future City requests for proposals or requests for qualifications, however, a separate proposal will be required to be considered in the selection process.

ATTACHMENTS: Resolution
 On-Call Traffic Engineering Services List
 Sample Consulting Services Agreement

Report Prepared By: Gabriel Piña, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving a List of On-Call Traffic)
Engineering Service Firms, Authorizing the)
City Manager to Enter Into Agreements with)
Selected Firms and to Approve up to)
Two-One Year Extensions of the)
Agreements, and Authorizing the Public)
Works Director/City Engineer to Execute)
Task Orders)

RESOLUTION NO. 24-

WHEREAS, on June 20, 2022, City Council adopted Resolution No. 22-14111, approving a list of qualified firms to provide engineering services on an on-call basis. The previous on-call agreements expired on April 20, 2024; and

WHEREAS, the City has a need for continuing traffic engineering services to augment City staff; and

WHEREAS, on March 28, 2024, staff posted the Traffic Engineering Services Request for Qualifications on the City's website; and

WHEREAS, staff received statement of qualifications from 9 firms prior to the April 23, 2024, deadline; and

WHEREAS, staff reviewed and scored the statement of qualifications received and compiled a list of the two most qualified firms; and

WHEREAS, staff recommends that the City Manager be authorized to execute Agreements with firms on the On-Call Traffic Engineering Services List; and

WHEREAS, staff recommends that the City Manager be authorized to approve up to two-one year extensions of the executed Agreements; and

WHEREAS, staff recommends that the Public Works Director/City Engineer be authorized to execute Task Orders; and

WHEREAS, staff may issue multiple Task Orders pursuant to the fully executed Agreement over the term of the Agreement; and

WHEREAS, each On-Call Agreement will have a maximum compensation of \$500,000, with no individual Task Order to exceed \$250,000, unless amended by City Council; and

WHEREAS, Task Orders will be funded by capital or operational projects or from the City's adopted budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby approves a list of qualified firms for On-Call Traffic Engineering Services, authorizes the City Manager to enter into Agreements with selected firms and to approve up to two one-year extensions of the executed Agreements, and authorizes the Public Works Director/City Engineer to execute Task Orders.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 1st day of July 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

2024 On-Call Civil Traffic Engineering Services

Firm Name	Location
Fehr & Peers, Inc.	Walnut Creek
W-Trans	Oakland

Exhibit A

Sample Consulting Services Agreement

**ON-CALL TRAFFIC ENGINEERING CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PITTSBURG AND
<NAME OF CONSULTANT>**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh, a municipal corporation ("City") and <_____, a <state> <corporation/limited liability company> ("Consultant") (together referred to as the "Parties") as of <_____, 20<__> (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 Task Orders issued during the term of this Agreement, and incorporated herein, at the time and place and in the manner specified therein.

1.1 Scope of Services. Consultant is expected to perform the following services as specified in Task Orders issued during the term of this agreement:

Assist staff with reviewing or preparing documentation, including:

1. Tasks Generally Associated with Traffic Operations
 - a. Prepare traffic impact study reports.
 - b. Perform traffic demand modeling.
 - c. Prepare traffic operation analysis.
 - d. Review and recommend adjustment to traffic signal timing plan.
 - e. Evaluate and provide traffic signal coordination plan.
 - f. Develop traffic simulation models.
 - g. Develop design alternatives for roadway reconfiguration.
 - h. Perform traffic demand / capacity analyses, corridor operation studies, traffic delay studies, and origin – destination studies.
 - i. Perform parking demand studies.
2. Tasks Generally Associated with Traffic Safety
 - a. Perform traffic safety analyses.
 - b. Evaluate the need for traffic control devices.
 - c. Evaluate the need and develop alternatives for traffic calming measures.
 - d. Evaluate roadway lighting conditions and needs for improvement.
 - e. Perform safety studies related to intersections, pedestrians, bicyclists, and school sites.
 - f. Perform roadside safety analyses.
3. Other Related Tasks
 - a. Perform traffic counts (manually, by machine, and/or by video recording).
 - b. Prepare technical reports.

c. Attend public meetings and prepare presentations.

1.2 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on <____>, 20<__>.

1.3 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.

1.4 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.

1.5 Time. Consultant shall devote such time to the performance of services pursuant to Task Orders issued per 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. The Consultant shall be paid for the actual fees, costs, and expenses for all time and materials required and expended, pursuant to the rate schedule incorporated in Task Orders issued per this Agreement. A total not-to-exceed amount of compensation will be determined by the Task Order(s) issued. In no event shall total compensation exceed the amount of the Task Order, without City's prior written approval. Unless authorized by amendment to this Agreement, executed by the Parties, no Task Order shall exceed \$250,000. The total compensation during the term of this agreement shall not exceed \$500,000. The not-to-exceed dollar amount is not a guarantee that the City will issue Task Orders for that full amount to the Consultant or that City will enter into a Task Order with Consultant but is merely a limit of potential City expenditures pursuant to a Task Order 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 per Task Order, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation per Task Order 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. Separate invoices shall be submitted for each Task Order. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- A unique invoice number;
- The beginning and ending dates of the billing period;
- A Task Summary identifying the scope of services performed including project name, number, or Task Order name/description
- Detail of Charges including, where appropriate, labor (by sub-category), travel, materials, equipment, supplies, subcontractor charges, and miscellaneous expenses (include title, number of hours, and hourly rate billed).
- An Invoice Summary containing the original Task Order amount, the amount of prior billings, the total due this period, the balance available under the Task Order, 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 Consultant's signature.
- Invoices shall be addressed to:

City of Pittsburg
Engineering Division
Attn: Lydia Blakley
65 Civic Avenue
Pittsburg, CA 94565

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 for each Task Order within 60 days of completing its services. Consultant's failure to submit its final invoice for each Task Order 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 to be specified and included in the total compensation authorized per Task Order. Expenses not listed in the approved Task Order 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 \$2,000,000 per occurrence or claim, \$4,000,000 aggregate 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 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.

4.4.5 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.

4.4.6 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 Requirement. Consistent with California Civil Code Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and

expenses for any damage, injury, or death, including any and all administrative fines, penalties, or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by City, Consultant shall defend any such suits at its sole cost and expense. If City elects to provide its own defense, Consultant shall reimburse City for any expenditures, including reasonable attorneys' fees and costs. Consultants' obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of City or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, City for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. 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.

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 the Task Orders issued during the term of this Agreement not finished by Consultant.
 - 8.5.4** Charge Consultant the difference between the cost to complete the work described in the Task Orders issued during the term of this Agreement that are 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 : < _____ >
< _____ >
< _____ >
ATTN:< _____ >

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

- 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 included in any Task Orders issued during the term of this Agreement 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 and Task Orders issued during the term of this Agreement, the Agreement shall control.
- 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.

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

CITY OF PITTSBURG

<CONSULTANT>

Garrett Evans, City Manager

<Name, Title>

Approved as to Form:

Donna Mooney, City Attorney

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>

By: _____

Title: _____



**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 a List of On-Call Civil Engineering and Surveying Service Firms, Authorizing the City Manager to Enter into Agreements with Selected Firms and to Approve up to Two One-Year Extensions of the Agreements, and Authorizing the Public Works Director/City Engineer to Execute Task Orders

MEETING DATE: July 1, 2024

EXECUTIVE SUMMARY

The Civil Engineering and Surveying Services On-Call List of pre-qualified firms will allow staff to engage services as they are needed for design, studies, documentation, and surveying. If adopted, the resolution will approve a list of qualified firms for on-call civil engineering and surveying services, authorize the City Manager to enter into Agreements with selected firms and to approve up to two one-year extensions of the executed Agreements, and authorize the Public Works Director/City Engineer to execute Task Orders.

FISCAL IMPACT

There are no fiscal impacts associated with approving the proposed On-Call Civil Engineering and Surveying Services List. Every On-Call Agreement will have a fee limit of \$500,000 and no Task Order will exceed \$250,000, unless amended by City Council. Costs for each Task Order will be paid from capital project budgets or operating budgets approved by the City Council.

RECOMMENDATION

City Council adopt the attached resolution approving the list of recommended firms for on-call civil engineering and surveying services, authorize the City Manager to enter into Agreements with selected firms and to approve up to two one-year extensions of the executed Agreements, and authorize the Public Works Director/City Engineer to execute Task Orders.

BACKGROUND

On June 20, 2022, the City Council adopted Resolution No. 22-14111, approving a list of qualified firms to provide engineering services on an on-call basis. The agreements for those services expired on April 20, 2024.

On March 28, 2024, staff posted the Civil Engineering and Surveying Services Request for Qualifications on the City's website. The City received statements of qualification (SOQ) from 16 firms prior to the April 23, 2024, deadline.

A sample Consulting Services Agreement is attached to this staff report.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

A list of pre-qualified consultants streamlines the process for engaging local firms to provide on-call services for city projects, which prevents unnecessary delays in project completion. Staff reviewed and scored each SOQ across parameters including understanding of the scope of work; demonstrated firm and professional staff technical skill, experience, performance, and approach; familiarity with city, county, and state procedures; firm and professional staff references/satisfaction of clients; completeness and quality of proposal; and rates for services.

Staff recommends that the five highest ranking firms from the review be approved for the On-Call Civil Engineering and Surveying Services List.

Duties performed by the selected firms under the On-Call Civil Engineering and Surveying Services Agreement may include, but not be limited to, assisting staff with processing documentation related to the City's Five-Year Capital Improvement Program, preparing construction documents, surveying, reviewing maps and easements, approving record documents, and performing applicable studies.

The City Manager shall be authorized to enter into an Agreement with each firm listed on the On-Call Civil Engineering and Surveying Services List. If approved, the On-Call Civil Engineering and Surveying Services List will be valid for two years, and the City Manager shall be authorized to approve up to two one-year extensions of the executed Agreements.

The Public Works Director/City Engineer shall be authorized to execute Task Orders pursuant to the On-Call Agreements. Each Agreement will set forth a rate schedule established at the time of contract execution. The City will provide a Task Order, pursuant to the Agreement, when a specific task is identified and a consultant is selected from the approved on-call list. The "not to exceed" fee for a Task Order will be negotiated at the time that each Task Order is assigned.

Multiple Task Orders may be issued over the specified term of the Agreement, though the City will not be under any obligation to issue any Task Orders or to utilize any agreement to its limits. The proposed On-Call Civil Engineering and Surveying Services List contains five firms with varying areas of expertise to ensure any anticipated future needs of the City can be met.

The City, at its discretion, may use consultants from the approved on-call list or may issue additional requests for proposals and qualifications. Consultants on the approved on-call list will not be restricted from submitting proposals for future City requests for proposals or requests for qualifications, however, a separate proposal will be required to be considered in the selection process.

ATTACHMENTS: Resolution
 On-Call Civil Engineering and Surveying Services List
 Sample Consulting Services Agreement

Report Prepared By: Gabriel Piña, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving a List of On-Call Civil)
Engineering and Surveying Service Firms,)
Authorizing the City Manager to Enter into)
Agreements with Selected Firms and to)
Approve up to Two One-Year Extensions of)
The Agreements, and Authorizing the Public)
Works Director/City Engineer to Execute)
Task Orders)

RESOLUTION NO. 24-

WHEREAS, on June 20, 2022, the City Council adopted Resolution No. 22-14111, approving a list of qualified firms to provide engineering services on an on-call basis. The previous on-call agreements expired on April 20, 2024; and

WHEREAS, the City has a need for continuing engineering and surveying services to augment City staff; and

WHEREAS, on March 28, 2024, staff posted the Civil Engineering and Surveying Services Request for Qualifications on the City's website; and

WHEREAS, staff received statements of qualification from 16 firms prior to the April 23, 2024, deadline; and

WHEREAS, staff reviewed and scored the statement of qualifications received and compiled a list of the five most qualified firms; and

WHEREAS, staff recommends that the City Manager be authorized to execute Agreements with firms on the On-Call Civil Engineering and Surveying Services List; and

WHEREAS, staff recommends that the City Manager be authorized to approve up to two one-year extensions of the executed Agreements; and

WHEREAS, staff recommends that the Public Works Director/City Engineer be authorized to execute Task Orders; and

WHEREAS, staff may issue multiple Task Orders pursuant to the fully executed Agreement over the term of the Agreement; and

WHEREAS, each On-Call Agreement will have a maximum compensation of \$500,000, with no individual Task Order to exceed \$250,000, unless amended by City Council; and

WHEREAS, Task Orders will be funded by capital or operational projects or from the City's adopted budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby approves a list of qualified firms for On-Call Civil Engineering and Surveying Services, authorizes the City Manager to enter into Agreements with selected firms and to approve up to two one-year extensions of the executed Agreements, and authorizes the Public Works Director/City Engineer to execute Task Orders.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 1st day of July 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

2024 On-Call Civil Engineering and Surveying Services

Firm Name	Location
HydroScience Engineers	Berkeley
BKF Engineers	Walnut Creek
Akel Engineering Group, Inc.	Fresno
Bennett	Fremont
LCC	Martinez

Exhibit A

Sample Consulting Services Agreement

**ON-CALL CIVIL ENGINEERING AND SURVEYING CONSULTING SERVICES
AGREEMENT BETWEEN THE CITY OF PITTSBURG AND
<NAME OF CONSULTANT>**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh, a municipal corporation ("City") and <_____, a <state> <corporation/limited liability company> ("Consultant") (together referred to as the "Parties") as of <_____, 20<__> (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 Task Orders issued during the term of this Agreement, and incorporated herein, at the time and place and in the manner specified therein.

1.1 Scope of Services. Consultant is expected to perform the following services as specified in Task Orders issued during the term of this agreement:

Assist staff with processing documentation, including:

- a. Coordination with Caltrans for federal-aid projects.
- b. Coordination with funding agencies.
- c. Facilities planning studies.
- d. Project improvements/repairs/modifications/studies.
- e. Programming and project scope development.
- f. Schematic design and design development.
- g. Value Engineering, constructability review, and peer review.
- h. Project meeting coordination and preparation of minutes.
- i. Preparation or review of detailed cost estimates.
- j. Internal and regulatory agency project approval coordination.
- k. Obtaining right-of-way and easements.

Civil Engineering Design

Preparation or assistance in the preparation of construction documents:

- a. Develop Plan, Specifications and Estimates.
- b. Coordination with outside agencies and utilities.
- c. Development of detailed project schedules and cost estimates.
- d. Assistance during bidding and construction.
- e. Design services during construction.
- f. Shop drawing review.
- g. Coordination and preparation of change orders.
- h. Preparation of as built plans from marked construction plans.

Surveying

- a. Topographic, Boundary, and Easement survey
- b. Plats and legal descriptions
- c. Construction staking
- d. ALTA

City Surveyor

Perform reviews of maps, easements, and act as and approve record documents

- a. Parcel Maps
- b. Record of Survey
- c. Tentative Maps
- d. Court Exhibits
- e. Research Services
- f. Expert Witness Testimony
- g. Subdivision Maps
- h. FEMA Certificates (flood zone)
- i. Certificates of Compliance
- j. Corner Records
- k. Elevation Certificates
- l. Legal Description Preparation
- m. Application Processing

Transportation Design

- a. Preparing plans, specifications, and estimates (PS&E) for the installation of new traffic signal systems, highway lighting systems, traffic signing and striping, bicycle facilities, or pedestrian facilities.
- b. Traffic signal modifications including video detection, equipment replacement, pole and cabinet foundations, conduits, conductors, and pull boxes.
- c. Street and pedestrian lighting modifications including equipment replacement, pole and cabinet foundations, conduits, and, conductors, and pull boxes.
- d. Design coordination with other public agencies and utilities.
- e. Preparing traffic control plans and construction staging plans.
- f. Developing and presenting design alternatives to the community, gathering public opinion, considering public sentiment in the context of safety, feasibility, and all applicable guidelines, policies, and law, and recommending a preferred alternative with a well-developed justification. Advising and assisting with funding applications for various Local, State, and Federal funded programs including but not limited to, HSIP, ATP, and OBAG.

- 1.2 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on <____>, 20<__>.
- 1.3 **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.
- 1.4 **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.
- 1.5 **Time.** Consultant shall devote such time to the performance of services pursuant to Task Orders issued per 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. The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to the rate schedule incorporated in Task Orders issued per this Agreement. A total not-to-exceed amount of compensation will be determined by the Task Order(s) issued. In no event shall total compensation exceed the amount of the Task Order, without City's prior written approval. Unless authorized by amendment to this Agreement, executed by the Parties, no Task Order shall exceed \$250,000. The total compensation during the term of this agreement shall not exceed \$500,000. The not-to-exceed dollar amount is not a guarantee that the City will issue Task Orders for that full amount to the Consultant, or that City will enter into a Task Order with Consultant but is merely a limit of potential City expenditures pursuant to a Task Order 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 per Task Order, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation per Task Order 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. Separate invoices shall be submitted for each Task Order. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- A unique invoice number;
- The beginning and ending dates of the billing period;
- A Task Summary identifying the scope of services performed including project name, number, or Task Order name/description;
- Detail of Charges including, where appropriate, labor (by sub-category), travel, materials, equipment, supplies, subcontractor charges, and miscellaneous expenses (include title, number of hours, and hourly rate billed);
- An Invoice Summary containing the original Task Order amount, the amount of prior billings, the total due this period, the balance available under the Task Order, 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 Consultant's signature;
- Invoices shall be addressed to:

City of Pittsburg
Engineering Division
Attn: Lydia Blakley
65 Civic Avenue
Pittsburg, CA 94565

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 for each Task Order within 60 days of completing its services. Consultant's failure to submit its final invoice for each Task Order 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 to be specified and included in the total compensation authorized per Task

Order. Expenses not listed the approved Task Order 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 \$2,000,000 per occurrence or claim, \$4,000,000 aggregate 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 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.

4.4.5 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.

4.4.6 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 Requirement. Consistent with California Civil Code Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties, or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers,

employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by City, Consultant shall defend any such suits at its sole cost and expense. If City elects to provide its own defense, Consultant shall reimburse City for any expenditures, including reasonable attorneys' fees and costs. Consultants' obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of City or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, City for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. 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.

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 the Task Orders issued during the term of this Agreement not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in the Task Orders issued during the term of this Agreement that are 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 : < _____ >
< _____ >
< _____ >
ATTN:< _____ >

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

- 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 included in any Task Orders issued during the term of this Agreement 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 and Task Orders issued during the term of this Agreement, the Agreement shall control.
- 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.

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

CITY OF PITTSBURG

<CONSULTANT>

Garrett Evans, City Manager

<Name, Title>

Approved as to Form:

Donna Mooney, City Attorney

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>

By: _____

Title: _____



**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 a List of On-Call Construction Material Testing, Environmental, Hazardous Material Testing, and Geotechnical Service Firms, Authorizing the City Manager to Enter into Agreements with Selected Firms and to Approve up to Two-One Year Extensions of the Agreements, and Authorizing the Public Works Director/City Engineer to Execute Task Orders

MEETING DATE: July 1, 2024

EXECUTIVE SUMMARY

The Construction Material Testing, Environmental, Hazardous Material Testing, and Geotechnical Services On-Call List of pre-qualified firms will allow staff to engage services as they are needed for studies, documentation, reports, mitigation, sampling, monitoring, and testing. If adopted, the resolution will approve a list of qualified firms for on-call construction material testing, environmental, hazardous material testing, and geotechnical services, authorize the City Manager to enter into Agreements with selected firms and to approve up to two one-year extensions of the executed Agreements, and authorize the Public Works Director/City Engineer to execute Task Orders.

FISCAL IMPACT

There are no fiscal impacts associated with approving the proposed On-Call Construction Material Testing, Environmental, Hazardous Material Testing, and Geotechnical Services List. Every On-Call Agreement will have a fee limit of \$500,000 and no Task Order will exceed \$150,000, unless amended by City Council. Costs for each Task Order will be paid from capital project budgets or operating budgets approved by the City Council.

RECOMMENDATION

City Council adopt the attached resolution approving the list of recommended firms for on-call construction material testing, environmental, hazardous material testing, and geotechnical services, authorize the City Manager to enter into Agreements with the selected firms and to approve up to two one-year extensions of the executed Agreements, and authorize the Public Works Director/City Engineer to execute Task Orders.

BACKGROUND

On June 20, 2022, the City Council adopted Resolution No. 22-14110, approving a list of qualified firms to provide construction material testing, environmental, hazardous material testing, and geotechnical services on an on-call basis. The agreements for those services expired on April 20, 2024.

On March 28, 2024, staff posted the Construction Material Testing, Environmental, Hazardous Material Testing, and Geotechnical Services Request for Qualifications on the City's website. The City received statement of qualifications (SOQ) from 11 firms prior to the April 23, 2024, deadline.

A sample Consulting Services Agreement is attached to this Staff Report.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

A list of pre-qualified consultants streamlines the process for engaging local firms to provide on-call services for City projects, which prevents unnecessary delays in project completion.

Staff reviewed and scored each SOQ across parameters including understanding of the scope of work; demonstrated firm and professional staff technical skill, experience, performance, and approach; familiarity with city, county, and state procedures; firm and professional staff references/satisfaction of clients; completeness and quality of proposal; and rates for services.

Staff recommends that the four highest scoring firms from the review be approved for the On-Call Construction Material Testing, Environmental, Hazardous Material Testing, and Geotechnical Services List. Duties performed by the selected firms under the on-call construction material testing, environmental, hazardous material testing, and geotechnical services agreement may include, but not be limited to, assisting staff with processing documents, sampling, testing, preparing reports, conducting studies, and processing documents.

The City Manager shall be authorized to enter into an Agreement with each firm listed on the On-Call Construction Material Testing, Environmental, Hazardous Material Testing, and Geotechnical Services List. If approved, the On-Call Construction Material Testing, Environmental, Hazardous Material Testing, and Geotechnical Services List will be valid for two years, and the City Manager shall be authorized to approve up to two one-year extensions of the executed Agreements.

The Public Works Director/City Engineer shall be authorized to execute Task Orders pursuant to the On-Call Agreements.

Each Agreement will set forth a rate schedule established at the time of contract execution. The City will provide a Task Order, pursuant to the agreement, when a specific task is identified and a consultant is selected from the approved on-call list. The "not to exceed" fee for each Task Order will be negotiated at the time the Task Order is assigned.

Multiple task orders may be issued over the specified term of the Agreement, though the City will not be under any obligation to issue any Task Orders or to use any agreement to its limits.

The proposed On-Call Construction Material Testing, Environmental, Hazardous Material Testing, and Geotechnical Services List contains four firms with varying areas of expertise to ensure any anticipated future needs of the City can be met.

The City, at its discretion, may use consultants from the approved on-call list or may issue additional requests for proposals and qualifications. Consultants on the approved on-call list will not be restricted from submitting proposals for future City requests for proposals or requests for qualifications, however, a separate proposal will be required to be considered in the selection process.

ATTACHMENTS: Resolution
 On-Call Construction Material Testing, Environmental, Hazardous
 Material Testing, and Geotechnical Services List
 Sample Consulting Services Agreement

Report Prepared By: Gabriel Piña, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving a List of On-Call Construction)
Material Testing, Environmental, Hazardous)
Material Testing, And Geotechnical Service)
Firms, Authorizing the City Manager to)
Enter into Agreements with Selected Firms)
And to Approve up to Two One-Year)
Extensions of the Agreements, and)
Authorizing the Public Works Director/City)
Engineer to Execute Task Orders)

RESOLUTION NO. 24-

WHEREAS, on June 20, 2022, the City Council adopted Resolution No. 22-14110, approving a list of qualified firms to provide construction material testing, environmental/hazardous material testing, and geotechnical services on an on-call basis. The previous on-call agreements expired on April 20, 2024; and

WHEREAS, the City has a need for continuing construction material testing, environmental, hazardous material testing, and geotechnical services to augment City staff; and

WHEREAS, on March 28, 2024, staff posted the Construction Material Testing, Environmental, Hazardous Material Testing, and Geotechnical Services Request for Qualifications on the City's website; and

WHEREAS, staff received statement of qualifications from 11 firms prior to the April 23, 2024, deadline; and

WHEREAS, staff reviewed and scored the statement of qualifications received and compiled a list of the four most qualified firms; and

WHEREAS, staff recommends that the City Manager be authorized to execute Agreements with firms on the On-Call Construction Material Testing, Environmental, Hazardous Material Testing, and Geotechnical Services List; and

WHEREAS, staff recommends that the City Manager be authorized to approve up to two one-year extensions of the executed Agreements; and

WHEREAS, staff recommends that the Public Works Director/City Engineer be authorized to execute Task Orders; and

WHEREAS, staff may issue multiple Task Orders pursuant to the fully executed Agreement over the term of the Agreement; and

WHEREAS, each On-Call Agreement will have a maximum compensation of \$500,000, with no individual Task Order to exceed \$150,000, unless amended by City Council; and

WHEREAS, Task Orders will be funded by capital or operational projects or from the City's adopted budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves a list of qualified firms for On-Call Construction Material Testing, Environmental, Hazardous Material Testing, and Geotechnical Services, authorizes the City Manager to enter into Agreements with selected firms and to approve up to two one-year extensions of the executed Agreements, and authorizes the Public Works Director/City Engineer to execute Task Orders.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of July 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

2024 On-Call Geotech/Materials Testing Services

Firm Name	Location
Ninyo & Moore Geotechnical and Environmental Sciences Consultants	Alameda
Geocon Consultants, Inc.	Oakland
Terracon Consultants, Inc.	Concord
Kleinfelder	Pittsburg

Exhibit A

Sample Consulting Services Agreement

**ON-CALL CONSTRUCTION MATERIAL TESTING, ENVIRONMENTAL,
HAZARDOUS MATERIAL TESTING, AND GEOTECHNICAL SERVICES
AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
<NAME OF CONSULTANT>**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh, a municipal corporation ("City") and <_____, a <state> <corporation/limited liability company> ("Consultant") (together referred to as the "Parties") as of <_____, 20<__> (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 Task Orders issued during the term of this Agreement, and incorporated herein, at the time and place and in the manner specified therein.

1.1 Scope of Services. Consultant may perform the following services as specified in Task Orders issued during the term of this agreement:

Construction Material Testing Services

- a. Obtaining samples and performing lab analysis on soil, asphalt, and concrete to test conformance with project plans and specifications.
- b. Providing reports and field testing for moisture/density during site grading, backfill, placement of engineered fill, sub-grade preparation, asphalt concrete, and others as identified by the project.
- c. Providing continuous and/or periodic field observations of construction activities.
- d. Providing special inspections of concrete reinforcement, structural steel construction, shop/field welding, high strength bolting, masonry construction, and others as identified by the project.
- e. Preparing testing and observation daily reports.
- f. Providing moisture/density curves for site and import materials.

Environmental Services

- a. Preparing CEQA documentation.
- b. Preparing NEPA documentation.
- c. Biological and cultural resources reports.
- d. Air and water quality reports.
- e. Site investigations.
- f. Environmental impact reports.
- g. Compliance monitoring.
- h. Prepare and process permits for various regulatory agencies.
- i. Prepare stormwater pollution prevention plans.
- j. Provide environmental assessments.

Hazardous Material Testing Services

- a. Preparation of hazardous material lead paint and asbestos abatement reports and recommendations for demolition projects (pre-demolition surveys to include hazardous material summary table, sampling/analytical data, sample locations/site plans, abatement recommendations and requirements, and worker protection recommendations)
- b. Obtaining samples and performing lab analysis on soil, building materials, and groundwater
- c. Providing estimates of hazardous material quantities
- d. Prepare hazardous material survey location and site plans
- e. Providing reports and treatment recommendations for contaminated sites
- f. Providing field observations of operations related to treatment and abatement of hazardous materials
- g. Providing procedural information for hazardous material regulations from local, state, and federal agencies
- h. Preparing testing and observation daily reports
- i. Review of outside material testing reports to assist with regulatory requirements for disposal and treatment

Geotechnical Services

- a. Preparation of soil/geotechnical reports and recommendations for various construction activities.
- b. Obtaining samples and performing lab analysis on soil to provide recommendations in design.
- c. Preparing testing and observation reports.
- d. Review of construction material submittals for conformance with project plans and specifications.
- e. Construction monitoring.
- f. Shop drawing review.
- g. Peer review.

1.2 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on <____>, 20<__>.

1.3 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.

1.4 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.

- 1.5 Time.** Consultant shall devote such time to the performance of services pursuant to Task Orders issued per 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. The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to the rate schedule incorporated in Task Orders issued per this Agreement. A total not-to-exceed amount of compensation will be determined by the Task Order(s) issued. In no event shall total compensation exceed the amount of the Task Order without City's prior written approval. Unless authorized by amendment to this agreement, executed by the Parties, no Task Order shall exceed \$150,000. The total compensation during the term of this agreement shall not exceed \$500,000. The not to exceed dollar amount is not a guarantee that the City will issue Task Orders for the full amount to the Consultant, or that City will enter into a Task Order with Consultant but is merely a limit of potential City expenditures pursuant to a Task Order 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 per Task Order, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation per Task Order 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. Separate invoices shall be submitted for each Task Order. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- A unique invoice number;
- The beginning and ending dates of the billing period;
- A Task Summary identifying the scope of services performed including project name, number, or Task Order name/description
- Detail of Charges including, where appropriate, labor (by sub-category), travel, materials, equipment, supplies, subcontractor charges, and miscellaneous expenses (include title, number of hours, and hourly rate billed);

- An Invoice Summary containing the original Task Order amount, the amount of prior billings, the total due this period, the balance available under the Task Order, 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 Consultant's signature;
- Invoices shall be addressed to:

City of Pittsburg
Engineering Division
Attn: Lydia Blakley
65 Civic Avenue
Pittsburg, CA 94565

- 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 for each Task Order within 60 days of completing its services. Consultant's failure to submit its final invoice for each Task Order 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 to be specified and included in the total compensation authorized per Task Order. Expenses not listed in the approved Task Order 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 \$2,000,000 per occurrence or claim, \$4,000,000 aggregate 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. Consistent with California Civil Code Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties, or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by City, Consultant shall defend any such suits at its sole cost and expense. If City elects to provide its own defense, Consultant shall reimburse City for any expenditures, including reasonable attorneys' fees and costs. Consultants' obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of City or any other person; provided, however, that Consultant

will not be required to indemnify, including the cost to defend, City for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. 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.

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 the Task Orders issued during the term of this Agreement not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in the Task Orders issued during the term of this Agreement that are 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 : < _____ >
< _____ >
< _____ >
< _____ >

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

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 included in any Task Orders issued during the term of this Agreement 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 and Task Orders issued during the term of this Agreement, the Agreement shall control.
- 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.

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

CITY OF PITTSBURG

<CONSULTANT>

Garrett Evans, City Manager

<Name, Title>

Approved as to Form:

Donna Mooney, City Attorney

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>

By: _____

Title: _____



**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 City Manager to Execute a Contract for Temporary Landscape Maintenance Assistance

MEETING DATE: July 1, 2024

EXECUTIVE SUMMARY

Public Works obtains the assistance of a landscape contractors during the peak growing season to sustain maintenance on high visibility roads and labor-intensive areas throughout the City, allowing these areas to remain safe, beautiful, and maintained. If approved, the resolution would authorize the City Manager to execute a contract with Allied Landscape (Allied) for temporary landscape maintenance assistance in the medians and rights-of-way.

FISCAL IMPACT

No new funds are requested. The landscape maintenance assistance contract with Allied is funded in Landscape Maintenance Master Plan (LMMP) Project No. 1756. This is an appropriate use of these funds.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a general services agreement with Allied in the amount of \$125,000 for temporary landscape maintenance assistance.

BACKGROUND

The Public Works Department is responsible for the care of City facilities and infrastructure, including routine and emergency maintenance of medians and rights-of-way throughout the City.

The City's LMMP was created and presented in 2020 to guide the City's landscaping maintenance operations and present a cohesive vision for the future. The LMMP was developed by staff and adopted by the City Council as a guide for prioritization of various projects to accomplish community goals for landscaping in parks, medians, and City Rights-of-Way. In the middle of Fiscal Year 2022/23, the Public Works Department received \$1,500,000 of General Fund Surplus to implement projects specified in the 2020 Landscape Maintenance Master Plan, including continued landscape maintenance assistance contracts.

Decreased labor force, reduced budgets, and limited weed control techniques are all factors that impacted the City's maintenance crews during the last several years. In response to the accumulation of these factors, the Public Works department requested funding to assist in getting maintenance schedules proceeding as planned and bringing major landscape areas in the City back to a more desirable state. Funds were allocated to hire outside contractors to supplement the City's maintenance crews with right-of-way and median maintenance.

Since the initial contract, this has proved to be a beneficial and necessary component to successful maintenance. Staff has continued to retain landscape contractors to assist maintenance crews during peak weed and plant growing season on high visibility roads and labor-intensive areas throughout the City in order to keep these areas safe, beautiful, and maintained. During the rapid growing season, having a landscape contractor also allows City maintenance crews to perform maintenance-reducing projects for long-term savings.

SUBCOMMITTEE FINDINGS

An update to the 2020 LMMP, including projects and planned use of funds, was presented to the Infrastructure and Transportation Subcommittee on December 15, 2023.

STAFF ANALYSIS

Public Works solicited proposals from several qualified landscape contractors through a Request For Proposal (RFP) process. A total of two companies submitted responses to the RFP. New Image was selected for the overall best value of services. However, New Image and City staff have mutually agreed to cancel the agreement for various reasons as of June 10, 2024. Staff recommends entering into an agreement with the second proposer, Allied Landscape, to assume the scope of work. Allied Landscape has worked on several projects with staff and has provided satisfactory landscape services previously for the City.

ATTACHMENTS: Resolution
 General Services Agreement

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing Execution of an)
Agreement for Temporary)
Landscape Maintenance Assistance)

RESOLUTION NO. 24-

WHEREAS, the Public Works Department is responsible for the care and maintenance of City facilities and infrastructure, including routine and emergency maintenance of medians and rights-of-way throughout the City; and

WHEREAS, staff retains a landscape contractor to assist maintenance crews during peak weed and plant growing season on high visibility roads and labor-intensive areas throughout the City in order to keep these areas safe, beautiful, and in good condition; and

WHEREAS, in February 2024, staff solicited and received proposals for temporary landscape assistance services and New Image Landscape was selected; and

WHEREAS, the agreement with New Image Landscape was terminated for various reasons as of June 10, 2024; and

WHEREAS, Allied Landscape was the only other proposer and has previously provided satisfactory landscape services; and

WHEREAS, sufficient funds are available within the Project No. 1756 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute a General Services Agreement for temporary landscape maintenance assistance with Allied Landscape Services for an amount not to exceed \$125,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 1st day of July 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
ALLIED LANDSCAPE SERVICES, INC
LM70124**

THIS Agreement ("Agreement") for general services is made by and between the City of Pittsburgh ("City") and Allied Landscape Services, Inc., a California Corporation ("Service Provider") (together referred to as the "Parties") as of July 1, 2024 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Service Provider shall provide to City the services described in the Scope of Services 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, 2025 or the date the Service Provider completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 Standard of Performance.** Service Provider shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Service Provider is engaged.
- 1.3 Assignment of Personnel.** Service Provider 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 Service Provider performs services in accordance with the Standard of Performance, Service Provider shall, immediately upon receiving City's request, reassign such persons.
- 1.4 Time.** Service Provider 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 Service Provider's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Service Provider a sum not to exceed **one hundred twenty five thousand dollars (\$125,000.00)**, as set forth in Exhibit B, 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 Service Provider, but is merely a limit of potential City expenditures under this Agreement.

Service Provider and City acknowledge and agree that compensation paid by City to Service Provider under this Agreement is based upon Service Provider's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Service Provider. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Service Provider 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. Service Provider 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 Service Provider and each employee, agent, and subcontractor of Service Provider performing services hereunder;
- The Service Provider'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. Service Provider shall submit its final invoice within 60 days of completing its services. Service Provider's failure to submit its final invoice within this 60 day period shall constitute Service Provider's waiver of any further billings to, or payments from, City.

- 2.4 Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.
- 2.5 Payment of Taxes.** Service Provider 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 Service Provider 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, Service Provider 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, Service Provider, 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 Service Provider's bid or proposal. Service Provider shall be fully responsible for the acts and omissions of its subcontractors or other agents.

- 4.1 Workers' Compensation.** Service Provider 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 Service Provider 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 Service Provider 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.** Service Provider, 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 Service Provider 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 Service Provider, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Service Provider. Coverage can be provided in the form of an endorsement to the Service Provider’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 Service Provider’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 Service Provider’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. Service Provider 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. Service Provider, 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 Service Provider'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, Service Provider 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. Service Provider 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 Service Provider 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. Service Provider hereby agrees to waive subrogation which any insurer or contractor may require from Service Provider by virtue of the payment of any loss. Service Provider 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 Service Provider, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Service Provider 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 Service Provider 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 Service Provider maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Service Provider.

4.5 Remedies. In addition to any other remedies City may have if Service Provider 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 Service Provider to stop work under this Agreement and withhold any payment that becomes due to Service Provider hereunder until Service Provider demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND SERVICE PROVIDER’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 Service Provider or any employee, agent, or subcontractor of Service Provider 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, Service Provider shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Service Provider 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 SERVICE PROVIDER.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Service Provider shall be an independent contractor and shall not be an employee of City.
- 6.2 Service Provider Not an Agent.** Except as City may specify in writing, Service Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Service Provider 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.** Service Provider and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Service Provider 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.** Service Provider represents and warrants to City that Service Provider 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, Service Provider and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 Nondiscrimination and Equal Opportunity.** Service Provider 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 Service Provider under this Agreement. Service Provider 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 Service Provider thereby.

7.5 Registration and Monitoring. Service Provider 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) or the exemption set forth in section 1771.1(n). Additionally, Service Provider 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 Service Provider 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 Service Provider or any subcontractor pays less than the specified prevailing wage.

In accordance with Labor Code Section 1776, the Service Provider 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 Service Provider. In the event of termination, Service Provider shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Service Provider delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Service Provider or prepared by or for Service Provider 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 Service Provider recognize and agree that this Agreement contemplates personal performance by Service Provider and is based upon a determination of Service Provider'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 Service Provider. Service Provider may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Service Provider 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 Service Provider, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Service Provider.** If Service Provider 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 Service Provider pursuant to this Agreement;
 - 8.5.3** Retain a different service provider to complete the work described in Exhibit A not finished by Service Provider; or

8.5.4 Charge Service Provider 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 Service Provider pursuant to Section 2 if Service Provider 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 Service Provider'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 Service Provider prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Service Provider 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 Service Provider'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 Service Provider 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 Service Provider without prior written approval of City.

9.2 Service Provider's Books and Records. Service Provider 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 Service Provider 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.** Service Provider may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Service Provider in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Service Provider 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.** Service Provider 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.

Service Provider : Allied Landscape Services, Inc.
7969 Las Positas Road
Livermore, CA 94551
k.doyle@contactallied.com

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

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 Exhibits A and B represents the entire and integrated agreement between City and Service Provider and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Service Provider’s proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Service Provider’s Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B 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.

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

CITY OF PITTSBURG

SERVICE PROVIDER

Garrett Evans, City Manager

Signature

Printed Name & Title

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Service Provider (also referred to as “Contractor”) shall perform the following: Provide temporary landscape median and right of way maintenance service on a weekly basis for areas as outlined in the maps attached beginning at the end of March through September 2024. There will be approximately 65 total service days during the duration. The project is located on major thoroughfares throughout Pittsburgh. The scope of work includes, but is not limited to:

- Provide a 4-man crew approx. 2 to 3 days per week from June through September
- Pruning and trimming vegetation/small trees.
- Picking up any and all litter/debris in the respective area.
- Applying pre-emergent herbicide in parks, medians and rights-of-way (as directed).
- Spreading/replenishing bark.
- Minor irrigation repairs (if directed).
- Planting any missing trees, shrubs, and groundcover (if directed).
- Some cleanup of park areas may be included.
- Dumping generated green waste at City contracted transfer station.

A 4-person crew must be present for 90-95% of days in the contract.

Service Provider’s crew shall work as directed in the medians and landscape rights-of-way throughout the City of Pittsburgh, including spraying. When spraying, at least one crew member shall be dedicated to spraying herbicide, or an additional crew member shall be added when spraying. Crew member spraying must be label-trained at a minimum.

Contractor shall possess and implement an approved traffic control plan at all times. Traffic control plan must be approved by City representative prior to beginning work.

Landscape Maintenance Services- Technical Specifications

1) EQUIPMENT & SUPPLIES: Contractor agrees to provide and maintain all equipment required to perform the above services. The contractor’s equipment shall be to be of top quality and in good working order. If the City or its designee requests replacement equipment due to poor quality or performance the Contractor shall replace the equipment at Contractor’s own expense as soon as possible.

3) CUSTOMER SERVICE & QUALITY ASSURANCE: Any work or assigned duties that are not performed to City standards and/or this Agreement may result in delay, reduction or discount at the Contractor’s expense. The amount of reduced

payment or discount shall be at the City's sole discretion. City may at its discretion terminate the contract early and move to another responsible Proposer if the City is not satisfied with the productivity, efficiency, services or communication of the Contractor. All complaints about services rendered will be evaluated by the Assistant Director of Public Works or designee/s.

5) HOURS OF OPERATION: The Contractor shall have a representative available to meet with City of Pittsburgh personnel during the normal City working hours, which are 7:00 a.m. to 3:30 p.m., Monday through Friday, except holidays. Contractor may work on Saturdays with prior permission from City representative. There is no Construction noise prior to 7:00 am is prohibited. Hours may be adjusted based on work locations with prior approval from City.

6) TIME & LOCATIONS: The Contractor shall quote an 8-hour workday. There is 30 minutes allowed for travel time to the site in the morning and leaving the site in the afternoon. Contractor shall keep the City informed of working locations so that the City representative can inspect the work. Productivity and efficiency shall be determined in the sole discretion of the City.

8) CITY WILL PROVIDE:

- a) Inspection – The City's representative will answer questions and inspect work for contract compliance.
- b) Direction and Quality Control – The City's representative will lay out areas of work (see maps) and answer questions as to the type of detailed maintenance/trimming and ground preparation for replanting/irrigations repairs if desired.
- c) Plant Material – The City will provide all plant material including soil amendments and bark needed to replace dead or missing plants and trees.
- d) Irrigation Supplies- City will provide sprinkler heads, sprinklers, irrigation tubing, and risers as needed.
- e) Notice – The City shall give a 72-hour notice for the start of work and make commercially reasonable efforts to lay out a schedule so that the contractor may estimate and plan for the length of time the crew will be utilized.
- f) Disposal Site – The City will provide to the contractor a disposal site in the City of Pittsburgh.

CONTRACTOR WILL PROVIDE THE FOLLOWING:

9) CREW

- a) A safe, motivated and skilled minimum 4-person crew capable of productively pruning and trimming vegetation in a highly efficient and productive manner.
- b) A crew capable of efficiently and professionally planting missing trees, shrubs, and ground cover including any soil preparation and amendments needed prior to planting.
- c) A crew capable and trained to apply necessary pre-emergent herbicide prior to spreading bark.
- d) A crew capable of performing minor irrigation repairs such as changing out sprinkler heads, sprinklers, and minor irrigation tubing repairs.
- e) Crew to also pick up any and all litter/debris in the respective area unless otherwise directed.
- f) Contractor to ensure all state, federal and OSHA safety regulations are met including but not limited to cold drinking water, shade and rest periods.
- h) Saturday work is on an as needed basis; availability is required.
- i) When spraying, one member of the crew on site at a minimum must be label-trained

10) EQUIPMENT – The following equipment shall be used by Contractor performing maintenance:

- a) Commercial grade string trimmers or weed whackers.
- b) Engine Powered Rear Tine Roto-Tiller 8 hp minimum.
- c) Commercial grade gas powered trimmers: pole hedge trimmers and short trimmers.
- d) Commercial grade blower.
- e) 6-yard (minimum size) dump truck or a truck and 6 cubic yard (minimum size) hydraulic dump trailer in place of a 6 yard (minimum size) dump truck.
- f) Commercial chainsaws (have onsite and available if needed).
- g) Rakes, shovels, brooms, etc., as needed to complete the task.
- h) CalTrans/MUTCD approved arrow boards, traffic signs, etc.

11) HERBICIDE - Contractor shall provide a trained pesticide applicator to apply any necessary pre-emergent herbicide. Contractor shall supply the herbicide and is responsible for the safe application and reporting of any pesticide use to the Contra Costa Department of Agriculture and or California Department of Pesticide Regulation.

12) COMMUNICATION –

- a) At least one crew member must be able to communicate with City staff both verbally and in writing and be available via cell phone during working hours.
- b) Record and submit in writing to City staff amount of green waste removed from job in either weight or volume

13) SAFETY – Contractor is responsible for all onsite safety and traffic control (required). Additionally, items furnished shall meet requirements of the

Occupational Safety and Health Act (OSHA), federal, state and local requirements, in addition to requirements of appropriate safety standard organizations.

- a) Workers to wear reflective vests at all times.
- b) Vehicles must be clearly labeled with company name and vehicles numbers.
- c) All lane street closures must comply with CalTrans regulations and specifications; including but not limited to signs, taper length and devices. Unsatisfactory traffic control may be cause for immediate job shutdown or termination of this Agreement.
- d) Contractor must possess and implement an approved traffic control plan at all times. Traffic control plan must be approved by City representative prior to beginning work.
- e) Minimum of 50 (more may be required) 28-inch cones
- f) A qualified traffic control trained employee must be on site when traffic control is necessary

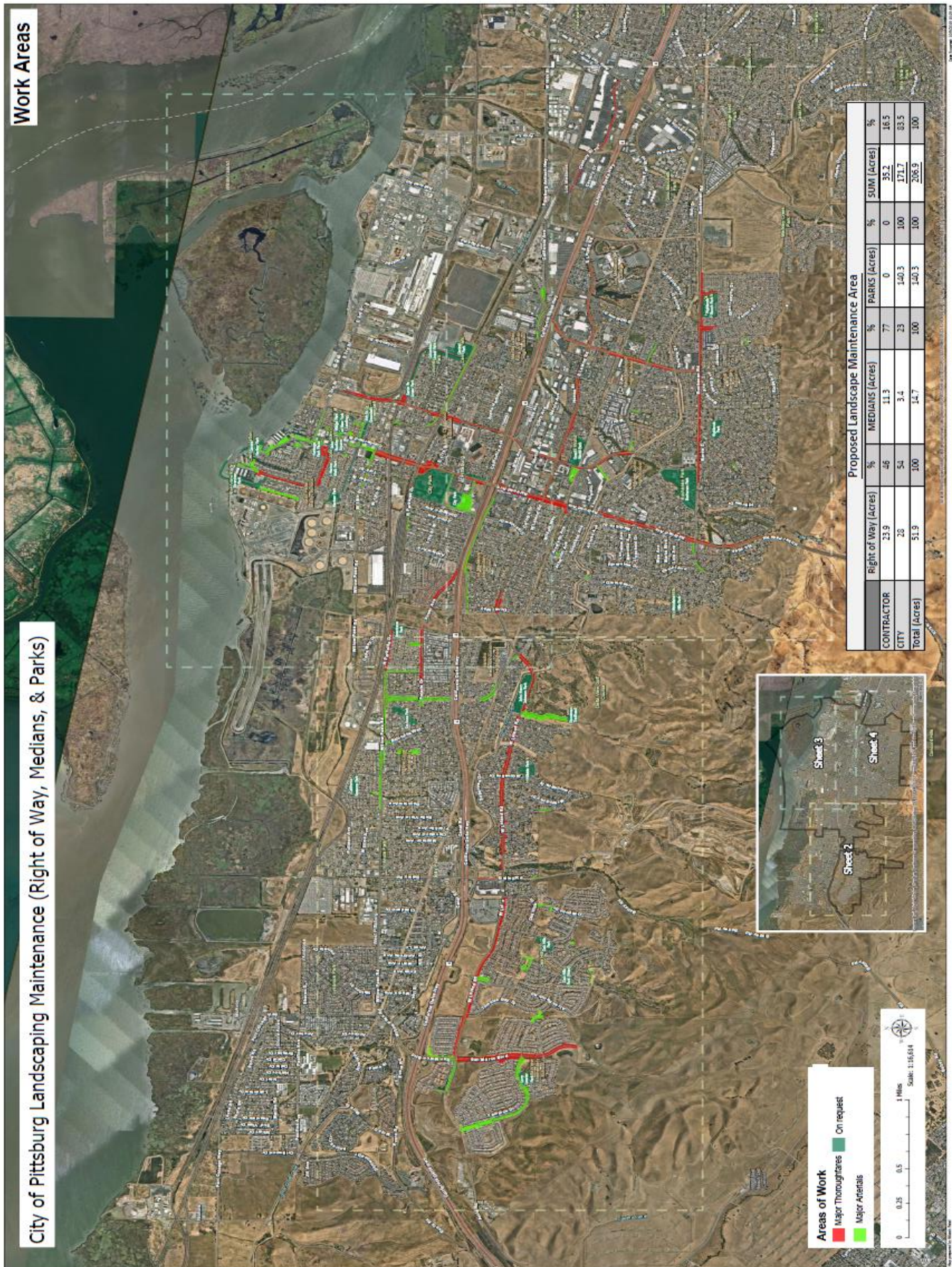


EXHIBIT B
COMPENSATION SCHEDULE

Contract Period: July 1, 2024 – June 30, 2025

Cost per 8-hour day: \$2,010.00

Approximate days of work: 60

Pre-emergent herbicide materials rate per square foot: \$0.03 – Dimension & Cheetah Pro

Total cost of all work not to exceed \$125,000

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.

ALLIED LANDSCAPE SERVICES, INC.

By: _____

Title: _____



**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 City Manager to Execute a Contract for Urban Forest Management and Tree Inventory Services

MEETING DATE: July 1, 2024

EXECUTIVE SUMMARY

If approved, this resolution will authorize execution of a consulting services agreement for Urban Forest Management Plan (UFMP) and tree inventory services with Davey Resource Group, Inc. (Davey).

FISCAL IMPACT

The UFMP services contract with Davey is funded by the Urban and Community Forestry Grant Program Funds (Project 3091). This is an appropriate use of these funds.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a consulting services agreement with Davey Resource Group, Inc. in an amount not to exceed \$965,000 for urban forest management program and tree inventory services for the grant period ending in March 2029.

BACKGROUND

In February 2024, the City was the recipient of the U.S. Department of Agriculture, Forest Service's Urban and Community Forestry Grant for Pittsburg's Urban Forest Management Launch Program (Project). Award funding includes reimbursement for an Urban Forest Management Plan and Tree Inventory and no matching funds are required.

The Project consists of a tree inventory, tree canopy analysis, City tree ordinance review and recommendations, tree care recommendations for removal, replacement, planting and pruning. The plan will require formal adoption from the City Council following its completion. The goal of completing an Urban Forest Management Plan and Tree Inventory is to provide the Public Works Department with the necessary tools to better manage the City's urban forest. The tree inventory will evaluate the health of the urban forest and provide a better understanding of the type and distribution of trees within the City. The Project will allow the City to plan for the future and enhance the tree canopy within the City.

In order to implement the Project, staff require the services of a company that specializes in Urban and Community Forestry, Tree Inventory and Software, and Urban Forest Management Plan development.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

In April, staff solicited proposals from qualified firms. A total of five companies submitted responses to the Request for Proposal. Davey was selected through the competitive process, which included comparison of several factors, including price and professional references. Davey offers knowledgeable and skilled staff, affordable inventory software, competitive pricing and has worked on similar projects of this size and scope in nearby cities.

Staff anticipates that over half of the funds will be spent in the first year, primarily on the tree inventory and UFMP research and development. Subsequent years are estimated to incur considerably lower costs, primarily in the form of software subscriptions and other minor expenses.

ATTACHMENTS: Resolution
Consulting Services Agreement

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing the City Manager to)
Execute a Contract for Urban Forest)
Management and Tree Inventory)
Services)

RESOLUTION NO. 24-

WHEREAS, the City is the recipient of the U.S. Department of Agriculture, Forest Service's Urban and Community forestry Grant for Pittsburgh's Urban Forest Management Launch Program; and

WHEREAS, in order to execute the Project, staff requires the services of a company that specializes in Urban and Community Forestry, Tree Inventory and Software, and Urban Forest Management Plan development; and

WHEREAS, in April 2024, staff solicited and received proposals for Urban Forest Management Plan and tree inventory services and Davey Resource Group, Inc. was selected through the competitive process; and

WHEREAS, funding is available through the Urban and Community Forestry Grant Program Funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute the Consulting Services Agreement in an amount not to exceed \$965,000 for Urban Forest Management and Tree Inventory Services with Davey Resource Group.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 1st day of July 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
DAVEY RESOURCE GROUP, INC**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh ("City") and Davey Resource Group, Inc., a California corporation ("Consultant") (together referred to as the "Parties") as of July 1, 2024 (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 March 31, 2029, 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 **nine hundred sixty-five thousand dollars (\$965,000)**, as set forth in Exhibit B, 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 B and included in the total compensation referenced in Section

2. Expenses not listed in Exhibit B 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 Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any

applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

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

- 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.

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 : Davey Resource Group
295 S. Water St.
Kent, Ohio 44240

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

- 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 Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule

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.

DAVEY RESOURCE GROUP, INC.

Name, Title

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Davey (“Consultant or Contractor”) shall perform the following:

1. **Inventory:** DRG will conduct a Geographic Information System (GIS)-based inventory of an estimated 60,000 trees, stumps, and planting sites in the street ROWs and maintained areas of parks. The project area will be defined using GIS data layers such as a parcel, street ROW, and parks boundary layers. This component of the project is expected to take 4 months, including post processing quality assurance.
2. **TreeKeeper Software®:** DRG will provide TreeKeeper®, state-of-the-art leading tree inventory software management tool, while the inventory project is in process. At the conclusion of the project, the City of Pittsburgh will receive all of municipal tree data in the TreeKeeper® system, a subscription and training support for the term of this Agreement is included in the project cost.
3. **Urban Tree Canopy and Land Cover Assessment:** DRG will assess urban tree canopy and land cover to provide comprehensive mapping and analysis of the distribution of tree canopy, impervious surfaces, low-lying vegetation, bare soil, and water within the jurisdiction of Pittsburgh.
4. **Urban Forest Master Plan:** DRG will develop a strategic framework and vision for the management, preservation, and enhancement of Pittsburgh's community urban forest. DRG will work with you to set goals, integrating community input, scientific data, and industry best practices, to inform the planning and 40- year management of the City of Pittsburgh community urban forest.

Scope of Work - Continued

- a. Services shall begin in July 2024. All work on this project must be completed by December 31, 2028.
- b. The project area includes the entire City, which covers approximately 18 square miles of land.
- c. Consultant shall provide monthly updates on progress made in each aspect of the contract, including a summary of outputs.
- d. Consultant shall provide a reproducible color version of the final, City-Council adopted Plan.

Part A: Tree Inventory Services

The City manages an estimated 60,000 trees. Consultant shall perform specific tree canopy analysis for City-managed trees in streets, parks, trails, tree wells, medians and right-of-way planting strips. “City-managed tree” may be identified as owned by the City, or particular circumstances where the City has done work on the tree.

The tree inventory data will be used to inform the Urban Forest Management Plan. The plan will assess the current state of the urban forest and identify the most strategic opportunities to protect and enhance the City’s tree resources. The tree inventory data will also be used to educate the citizens of the City on the benefits of their urban canopy and help them to take an active stewardship role in the care and enhancement of the urban forest.

- a. Consultant shall provide a tree inventory and management software system. The system must provide tree mapping software similar to GIS mapping that has the capability of mapping and prioritizing tree care in Pittsburgh for city managed trees. The purpose of the mapping service will be for Public Works staff to utilize the software following the completion of the plan. The software must be available for information updates, such as new trees planted, tree pruning and tree removals. All software must be cloud-based/web- based. Consultant shall coordinate with City staff for installation of all software. GIS integration is preferred.
 - Software must be able to provide assessment of all city trees to determine the overall structure of the tree population and to calculate carbon sequestration and energy savings.
 - Provide software training to City Staff
- b. The contractor is required to use an ISA certified team to inventory all City managed trees and public planting areas.
- c. The inventory shall be conducted to include all trees maintained by the City including:
 - Trees located along City right-of-way
 - Trees on City facilities
 - Trees in City Parks
 - Trees on City managed vacant or non-improved public land;
- d. Develop a complete inventory and health condition analysis of the City's trees including identification of dead, dying, and/or diseased trees, young trees and current health and maintenance needs. Currently the City has no inventory or tree data.
- e. Conduct a comprehensive canopy assessment and GIS land cover mapping to address, Historic Change, Ecosystem Services, Priority Planting Plan with Tree Placement Model, Socio-Economic Analysis, Urban Heat Island mapping, Pollution and Relative Tree Health assessment, Climate Vulnerability, Asthma reduction steps, and Stormwater Analysis. The urban heat assessment should incorporate social vulnerability maps such as CalEnviroScreen, Green Zones, and Equity Atlas. Other urban heat data sources should be considered/utilized.
- f. Using the criteria from the urban heat assessment and tree inventory data, develop a map of priority tree planting areas.
- g. Set targets for tree canopy and shade and the estimated timeline for achieving targets.

Part B: Urban Forest Management Plan

Once the tree inventory has been completed Consultant shall review and analyze the data to assess the current status of the city's urban forest; determine the health, viability, and condition of the City's urban forest. Consultant shall provide an outline of a plan to develop the Urban Forest Management Plan. Consultant shall attend public meetings which shall be held virtually or In-person. Consultant shall perform the following:

- a. Meet with City staff to review the scope of work, desired deliverables, schedules and identify the criteria for documenting and developing the City's Urban Forest Management Plan.

- b. Build consensus and a vision from all community stakeholders, including homeowners, businesses, schools, City staff and City Council on a desirable, achievable and sustainable future urban forest.
- c. Facilitate at a minimum two (2) public meetings, one focusing on youth input
- d. Present at a minimum of (1) Subcommittee Commission meeting.
- e. Present at a minimum of (1) City Council meeting.
- f. Use analysis from tree inventory on areas such as streets, parks, trails, tree wells, medians and right-of-way planting strips to determine the optimal size and species of trees to plant for maximum environmental benefits.
- g. Assess the status of the City's urban forest and identify ecologically sound tree care and maintenance practices, establish regular pruning cycles and pest control, yearly tree mitigation plantings, community involvement opportunities, and policies and procedures.
- h. Review city tree ordinances, city street tree planting list, city processes, tree care standards, written policies and procedures for consistency with industry best practices. Provide recommendations for updates to the city tree ordinances. The ordinances are at Pittsburg Municipal Code Sections [12.32, 18.84.825-870, 15.88].
- i. Provide a recommended vision for the City's tree canopy that can serve as a guide for the next 5-10 years, 20 years and 40 years. This should include establishing long-term goals for the expansion of the tree-canopy by setting achievable tree planting targets.
- j. Develop a data-informed Early Action and Priority Tree Planting Plan taking into consideration areas that may need irrigation or irrigation repair.
- k. Integrate the Urban Forest Management Plan with city tree ordinances and the General Plan.
- l. Provide analysis of the City's tree canopy with similar cities in California or city's of similar size.
- m. Identify city management team and organizational structure required to effectively implement the Plan; estimate annual city budget needed to effectively achieve annual work plans and goals.
- n. Prepare a draft plan for City review and incorporate City comments in the final plan.
- o. Provide training to the Public Works staff who will be responsible for administering the Urban Forest Management Plan.
- p. Best practices established by CAL FIRE are recommended

TASKS & DELIVERABLES

TREE INVENTORY AND URBAN HEAT ASSESSMENT / CANOPY

Task 1.1 Tree inventory and Software

Task 1.2 Tree data assessments (canopy coverage, urban heat, eco benefits, etc.)

Task 1.3 Priority planting areas (1 year, 10 year and beyond)

Task 1.4 Goals for tree canopy

OUTREACH AND ENGAGEMENT

Task 2.1 Outreach Plan

Task 2.2 Education/Training Recommendations

IMPLEMENTATION PLAN

Task 3.1 Identify challenges, principles, goals

Task 3.2 Tree species and management recommendations

Task 3.3 Recommended tree infrastructure team

Task 3.4 Budget and revenue for tree work

Task 3.5 Revisions to City ordinances or policy

MAINTENANCE PLAN

Task 4.1 Tree planting implementation

Task 4.2 Tree maintenance implementation

Task 4.3 Managing hazards of declining trees and tree removal

Task 4.4 Infrastructure issues

Task 4.5 Maintenance record keeping

Task 4.6 Key performance indicators

Limited Warranty. For a period of 90 days from the date Services are performed (the "Warranty Period"), Davey warrants to Customer that the Services will be performed in a timely, professional, and workmanlike manner by qualified personnel (the "Limited Warranty"). If it is determined that Davey has breached the Limited Warranty, Davey will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be Customer's sole and exclusive remedy and Davey's entire liability for any breach of the Limited Warranty. To the greatest extent permitted by law, except for the Limited Warranty, Davey makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

EXHIBIT B

COMPENSATION SCHEDULE

Item			
	Essential	Optional	Total w/o Options
Tree Inventory 60,000 sites	\$543,351		\$543,351
Background and Operations			\$82,271
Kickoff meeting - onsite, including prep/follow up	7,560		
Background Review	6,994		
Ordinance review - w/redlined recommendations	7,918		
Identify Canopy goal	2,300		
Tree List - review/update w/climate ready species	7,206		
Operations review	9,602		
Develop contract specifications	5,155		
Comparitve Cities	5,400		
Stakeholder interviews (10) onsite, including prep/follow up	14,796		
Project administration/management	15,340		
Resource Assessment/Analysis			\$61,806
Resource Analysis (i-Tree Eco) Summary Report - Tree Inventory	7,825		
Tree canopy and land cover assessment - mapping	14,185		
Historic change assessment	2,474		
Land cover metrics	2,474		
Ecosystem services	1,670		
Stormwater management - point source pollution	2,474		
Priority planting plan - w/tree placement model	4,330		
Socioeconomic/Equity analysis	4,355		
Urban heat island mapping	2,895		
Climate vulnerability analysis	8,041		
Forest fragmentation analysis		\$1,700	
3/30/300 Rule assessment		\$2,475	
Wildfire risk assessment		\$3,960	
Tree Canopy & Land Cover Assessment Summary Report	7,990		
Report maps	3,093		

Community Engagement			\$38,119
Community Engagement Plan	4,201		
Workshop/Open House - onsite	\$6,889		
Presentation - virtual and recorded	\$4,742		
Pop-up/tabling - onsite 4 x	\$12,000		
Online survey (develop, host, analyze), includes 1 working group meeting	\$4,996		
Council/Board Presentation - onsite	\$5,291		
Community Engagement Resources			\$20,614
TreeKeeper Canopy - includes build, training, and 1st year subscription	8,042		
TreeKeeper Canopy Annual Support - subscription	\$1,856		
Story map	\$10,716		
Tree Guide		8,540	
Two-page infographic PDF (each) - printing not included		\$2,320	
Urban Forest Master Plan			\$67,397
working group/tech team meetings (up to 6)	\$4,701		
Draft 1 UFMP - >85%, unformatted	\$31,670		
Draft 2 UFMP - >95%, formatted, including custom design and UFMP template	\$22,232		
Final UFMP - Printer ready PDF	\$8,794		
Web TBD based on number of pages		TBD	
Contingency fund		\$20,000	
Total "Essential"	\$813,558		
Total Optional		\$42,727	
Total All (Essential and Optional)			\$856,285

Total cost of all work not to exceed \$965,000

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.

DAVEY RESOURCE GROUP, INC.

By: _____

Title: _____



**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 City Manager to Execute a First Amendment to the Consulting Services Agreement with West Yost and Associate, Inc. for Engineering Services During Construction for Project 5067 – Water Treatment Plant Filter Improvements and Hypochlorite Conversion

MEETING DATE: July 1, 2024

EXECUTIVE SUMMARY

Project 5067 - Water Treatment Plant Filter Improvements and Hypochlorite Conversion (the "Project") includes installation of six new water filters, conversion of an existing gaseous chlorine system to liquid hypochlorite (bleach), and upgrades to filter effluent pumping and underground WTP infrastructure. A construction agreement has been approved for the Project. The City desires to retain the services of the design consultant West Yost and Associate, Inc (West Yost) for engineering services during construction.

FISCAL IMPACT

The existing Consultant Services Agreement with West Yost is \$2,840,437. The proposed first amendment will increase the agreement amount by \$2,307,582 for additional services provided during the design and bidding phases of the project, as well as, adding engineering services during construction. With this amendment, the total agreement amount will be \$5,148,019. This amendment is included in the existing project budget and no additional funds are needed.

RECOMMENDATION

City Council adopt the attached resolution authorizing the City Manager to execute the First Amendment to the Consulting Services Agreement with West Yost in the amount of \$2,307,582 for a total not to exceed amount of \$5,148,019.

BACKGROUND

On May 2, 2022, the City Council adopted Resolution No. 22-14084 authorizing the execution and delivery of an Installment Purchase Agreement for the purpose of causing the issuance of not to exceed \$50,000,000 aggregate principal amount of water revenue bonds.

On July 12, 2022, the Request for Proposal (RFP) for design services was sent to qualified professional consulting firms. On August 12, 2022, proposals were received from four (4) consultant teams and were all evaluated by staff. West Yost and Associates, Inc. was ranked as the most qualified based on the proposal submitted.

On September 19, 2022, the City Council adopted Resolution No. 22-14175 approving a Consulting Services Agreement between the City and West Yost for design of the Project in the amount of \$2,840,437.

On June 19, 2023, the City Council adopted Resolution No. 23-14318 approving the Five-Year Capital Improvement Program for Fiscal Years 2023/24 through 2027/28, and the reallocation of the remaining fund balances from Project 5062-WTP Disinfection Modification and Conversion and Project 5069-WTP Disinfection Modification and Conversion to the Project.

On May 20, 2024, the City Council adopted Resolution No. 24-14474 accepting the plans and specifications, awarding a construction contract with Meyers and Sons Construction LLC. in the amount of \$47,068,126, authorizing a construction contingency in the amount of \$4,706,813, authorizing the City Engineer to approve contract change orders in an amount not to exceed 50% of the contingency, authorizing the City Manager to approve change orders for an amount not to exceed the approved Project budget, allocating an additional funding amount of \$12,312,000 to the Project as follows; \$1,926,000 from Water Revenue Bond Proceeds (Fund 500), \$5,560,000 from Water Operations (Fund 501), \$858,000 from WFR-WTP Expansion (Fund 502), \$1,988,000 from WFR-Water Distribution (Fund 503), \$745,000 from WFR - SW Hills CIP (Fund 506), \$1,083,000 from WFR-WTP Sludge Handling (Fund 509), and \$152,000 reallocated from Project 5040-WTP Sludge Handling Facility to the Project.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

West Yost and Associates, Inc. was selected for the design of the Project based on their experience with the design of other water treatment facilities, their staff expertise, and previous history of providing high-quality design services to public entities.

West Yost drafted contract documents consisting of plans, specifications and estimates for the Project. After staff review and a constructability review, West Yost produced design changes to the plans and specifications. The changes included value engineering resulting, in a reduction in construction cost, as well as, additional design elements that the City added to the Project as additional insights into the Project developed. During bidding, more questions than was originally anticipated came in from interested contractors. Additional effort was necessary to respond to contractor questions and to prepare clarifications to the bid contract documents.

Due to its complexity, it is essential to have the design engineer be part of the construction management team. After a review of the existing agreement, it was determined that engineering services during construction was not part of the original agreement scope of services. Staff requested a proposal from West Yost to include these services. Staff have reviewed the proposed costs for engineering services during construction, as well as, the additional cost associated with additional design and bid support services and recommend approval of the amendment amount.

ATTACHMENTS: Resolution
First Amendment to the Consultant Service Agreement
Project Budget Summary

Report Prepared By: Dayne Johnson, Assistant City Engineer

Exhibit "A"- Budget Summary**Project 5067 - WTP Filtration Improvements & Hypochlorite Conversion****Project Funding:**

Water Revenue Bond (2022A)	\$45,800,000
500 Water Revenue Bond Proceeds	\$1,926,000
501 Water Operations Fund	\$8,041,188
502 Water Facilities Reserve - WTP Expansion	\$1,910,000
503 WFR - Water Distribution	\$1,988,000
506 WFR - SW Hills CIP	\$745,000
509 Water Facilitie Reserve - WTP Sludge Handling	\$1,083,000
Funding Total	\$61,493,188

Project Expenditures:

Design: (Code 2122)	Consultant Design	\$3,090,000
	Project Management	\$462,000
	Permitting	\$40,000
	Subtotal	\$3,592,000
Construction: (Code 2281)	Construction Contract	\$47,068,126
	Construction Contingency	\$4,706,813
	Construction Management	\$3,535,000
	Construction Design Support	\$2,061,000
	Construction Project Management	\$230,000
	Subtotal	\$57,600,939
Staff Time: (Code 1101)	Staff Costs	\$150,000
	Subtotal	\$150,000
Admin: (Code 2372)	Administrative Costs	\$150,000
	Subtotal	\$150,000
	Estimated Total Expenditures	\$61,492,939

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute)
A First Amendment to the Consulting)
Services Agreement with West Yost and)
Associates, Inc. for Engineering Services)
During Construction for Project 5067 –)
Water Treatment Plant Filter)
Improvements Hypochlorite Conversion)

RESOLUTION NO. 24-

WHEREAS, Project 5067 - Water Treatment Plant (WTP) Filter Improvements and Hypochlorite Conversion (the "Project"), includes installation of six new water filters, conversion of an existing gaseous chlorine system to liquid hypochlorite (bleach), and upgrades to filter effluent pumping and underground WTP infrastructure; and

WHEREAS, on September 19, 2022, the City Council adopted Resolution No. 22-14175 approving a Consulting Services Agreement between the City and West Yost and Associates, Inc. (West Yost) for design of the Project in the amount of \$2,840,437; and

WHEREAS, the Project required additional design efforts during the final design and bidding process to create a final conformed set of bidding contract documents; and

WHEREAS, staff desires to retain the services of the design consultant for the Project for engineering services during construction; and

WHEREAS, this resolution will authorize the First Amendment to the Consulting Services Agreement with West Yost for additional design efforts in the amount of \$247,184 and engineering services during construction in the amount of \$2,060,398; and

WHEREAS, the total of the Consulting Services Agreement between the City and West Yost, including the First Amendment, will be \$5,148,019, to be provided out of the existing project budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute the First Amendment to the Consulting Services Agreement with West Yost.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 1st day of July 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG AND
WEST YOST AND ASSOCIATES, INC.**

THIS First Amendment to the Principal Agreement made and entered into on September 20, 2022, hereafter referred to as Agreement, between West Yost and Associates, 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 14th day of June 2024.

WHEREAS, the parties entered into an Agreement for engineering design services for Project 5067 Water Treatment Plant Reservoir Control Panel and PLC Replacement; and

WHEREAS, the parties desire to reduce items in the scope and add additional design services to include support during the construction bid phase and the construction phase of the project and increase the compensation amount accordingly.

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

1. Compensation. Section 2 of the Agreement is hereby amended to read as follows: City hereby agrees to pay Consultant a sum not to exceed Five Million One Hundred Forty-Eight Thousand Nineteen Dollars (\$5,148,019), as set forth in Exhibit B, 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.

2. Exhibit A Scope of Services. Exhibit A is hereby amended to include Attachment 1 of this First Amendment.

3. Exhibit B Compensation Schedule. Exhibit B is hereby amended to include Attachment 2 of this First Amendment.

4. Integration. This First 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 First Amendment. This First 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.

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

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

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

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

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

CONSULTANT:

CITY:

WEST YOST AND ASSOCIATES, INC., a
California corporation

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

DocuSigned by:
By: 
D76606393E4C4A8...
Greg Chung, PE, Principal-In-Charge

By: _____
Garrett Evans, City Manager

APPROVED AS TO FORM:

DocuSigned by:
By: 
16DDA4CD88BB41E...
Donna Mooney, City Attorney

ATTACHMENT [1]

EXHIBIT A
SCOPE OF SERVICES

In support of Project 5067 Water Treatment Plant Reservoir Control Panel and PLC Replacement, Consultant shall provide the following services:

Table 1. Effort Associated with Design Scope Changes		
Item	Description	Estimated Fee, dollars
Credits		
1	Participated in fewer Project Development Team Meetings	35,000
2	Reduced effort for Pre-Purchase Equipment Task	123,000
3	Moved Water Corrosivity Analysis into the ESDC Amendment until New Filters are in Service	38,865
4	Reduced Bid Packages from Three to One (Bid Period)	41,000
5	Removed BODR Presentation to City Council	5,466
6	Reduced Coordination with DDW until New Filter Startup	20,239
Total Credits		\$263,570
Additional Scope		
1	Added Replacement/Relocation of MCCA and Switchboard	56,000
2	Made Filter 6 Equipment an Additive Bid Item	5,000
3	Added Replacement of the North Clearwell Filtered Effluent Pump Station and included it as an Additive Bid Item	138,494
4	Added Demolition of Existing Filters (minimal work was completed on this task when it was removed from the project)	5,200
5	Completed a Condition Assessment of Existing North Clearwell Filtered Effluent Pump Station	50,000
6	Completed a Hazardous Materials Assessment for existing facilities	30,000
7	Completed additional Geotechnical Work for the North Clearwell Filtered Effluent Pump Station	32,000
8	Assisted the City with CEQA Documentation preparation	1,000
9	Provided Hard Copies of Submittals to City	2,400
10	Provided additional Architectural Effort	30,000
11	Completed additional Design Effort including Value Engineering and additional effort to Respond to Contractor Questions during Bidding	160,660
Total Additional Scope		\$510,754
Total Additional Design Effort		\$247,184

Task 1. Project Management Services

- Overall management of project scope, schedule, and budget
- Coordination and communication with City staff
- Coordination with and management of Consultant's subconsultants including tracking of submittal reviews and RFI responses
- Quality assurance and quality control (QA/QC) activities
- Preparation of monthly progress reports and invoices

Task 1 Deliverables

- Consultant shall provide progress reports and invoices: One (1) electronic copy per month.

Task 2. Conformed Drawings

Consultant shall prepare conformed design drawings and technical specifications that incorporate any changes made by addenda during the bidding period.

Task 2 Deliverables

- Consultant shall provide Conformed Documents – One (1) electronic copy in pdf format.
- Consultant shall provide up to fifteen hard copies to be distributed to City, Construction Manager and Contractor.

Task 3. Pre-construction Meeting

Consultant shall have four team members attend a pre-construction meeting at the Water Treatment Plant. The Construction Manager (CM) shall conduct the meeting and develop meeting notes. Consultant shall prepare up to three slides for the meeting and review meeting notes.

Task 3 Deliverables

- Consultant shall prepare presentation slides.
- Consultants shall prepare meeting summary review comments.

Task 4. SCADA Programming

Consultant shall provide control system programming services to develop, install and commission the control and monitoring application software functionality of the project's control system improvements. The City approves of Consultant retaining subconsultant TJCAA for the work. Major tasks included in this are pre-programming, programming, coordination and commissioning tasks to provide the PLC, SCADA HMI and Historian

software configurations required for the project by City. The new application programs will be based on existing City programming standards.

Pre-Programming Tasks - Consultant shall finalize control narratives for the new and updated process systems.

Programming - The programming task will implement the control narratives developed with Consultant by generating PLC hardware configurations and logic and corresponding SCADA HMI graphic screens, historization of real-time data and historical trend reporting. Consultant itself or through its subconsultant shall load the completed applications programs on the hardware provided by the contractor and the existing control system hardware.

Coordination - The Project construction Contractor will provide construction services for the overall project including the control system and networking hardware as well as directing the construction schedule. Consultant itself or through its subconsultant shall provide coordination services with the CM and the Contractor to complete the application programming to meet the construction schedule and ensure compatibility of the application programs with the provided control system hardware and network equipment. All automation software licensing necessary to expand the City's SCADA HMI and Historian will be provided by the construction Contractor. Consultant itself or through subconsultant shall assist migrating the licensing from the existing to the new.

Testing, Commissioning and Training – Consultant shall provide control system application testing services to validate the functionality of the control system programs. This includes internal bench testing quality assurance process as well as participating in factory testing to validate control panel functionality. Consultant shall also provide on-site operational readiness testing support as well as functional acceptance testing support – both organized and led by the construction Contractor. Consultant shall provide technical and operational training to City related to the completed control system application programs and related hardware and network configurations. Consultant shall provide final copies of the programs to City. For budgeting purposes, 38 site visits related to programming tasks were assumed.

Task 4 Deliverables

- Consultant shall provide Control Narratives.
- Consultant shall provide final copies of the programs.

Task 5. Submittal Review

Consultant shall review Contractor submittals (e.g., shop drawings, product data, samples, operations and maintenance (O&M) manuals, etc.), as required by the technical specifications, for work related to our scope of design services. This work will be conducted as follows:

- Consultant shall review the submittals for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents.
- Consultant's review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction means or methods, coordination of the work with other trades, or construction safety precautions; all of which are the sole responsibility of the Contractor.
- Consultant's review will be conducted with reasonable promptness while allowing sufficient time in our judgment to permit adequate review. Submittal reviews shall be completed within 10 to 15 business days.
- Review of a specific item will not indicate that Consultant has reviewed the entire assembly of which the item is a component.
- Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of us in writing by the Contractor.
- Consultant shall not be required to review partial submissions nor those for which submissions of correlated items have not been received.

The budget assumes that Consultant will provide responses to 360 submittals and resubmittals or up to the budget allocated in the fee spreadsheet.

It is assumed that the submittal review process will be coordinated by the CM. The CM will receive submittals from the Contractor and distribute them to Consultant for review through Procore. The CM will solicit input from City or other parties when needed. Consultant shall submit written responses through Procore to the CM and the CM will distribute the responses to the Contractor. The CM will be responsible for tracking submittals and keeping an update log of submittals.

Task 5 Deliverables

- Consultant shall provide submittal Review Comments: One (1) electronic copy per submittal.

Task 6. Requests for Information (RFIs) Responses

Consultant shall review requests for information (RFIs) submitted by the Contractor and shall provide written responses to each RFI.

The budget assumes that Consultant shall provide responses to up to 350 RFIs or up to the budget allocated in the fee spreadsheet. It is also assumed that the RFI process will be coordinated by the CM. The CM will receive RFIs from the Contractor and distribute them to Consultant for review through Procore. The CM will solicit input from City staff

or other parties when needed. Consultant shall submit written responses to the CM through Procore and the CM will distribute the responses to the Contractor. The CM will be responsible for tracking RFIs and keeping an update log of RFIs.

Task 6 Deliverables

- Consultant shall provide RFI Responses: One (1) electronic copy per RFI.

Task 7. Design Clarifications

Consultant shall issue design clarifications when requested by the CM to clarify the intent of the Contract Documents or to communicate a change to the Contract Documents initiated by the Engineer or Owner. Design clarifications may include revised Contract Drawings, and/or revised Contract Specifications. The budget for this task assumes preparation of 20 design clarifications and includes approximately 300 hours for engineering, drafting, Quality Assurance/Quality Control (QA/QC), and administrative activities associated with design clarifications.

Task 7 Deliverables

- Consultant shall provide Design Clarifications: One (1) electronic copy with cover page and amended contract documents per design clarification.

Task 8. Meetings

Consultant shall attend regularly scheduled weekly construction meetings with City, CM, and Contractor. These meetings are assumed to be virtual. A total of 168 meetings are included in this task. Consultant assumes that the CM will conduct the meetings and provide meeting summary notes.

Task 9. Site Visits

Consultant shall conduct 34 site visits. Field notes will be provided with each site visit. administrative activities associated with design clarifications.

Task 9 Deliverables

- Consultant shall provide site visit field notes.

Task 10. Change Orders

Consultant shall provide technical assistance to the CM for up to ten change orders or up to the budget allocated in the fee spreadsheet. The CM has responsibility for change order administration and negotiations.

Task 10 Deliverables

- Consultant shall provide change order comments.

Task 11. Start-up and Testing

Consultant shall review the Contractor's startup and testing plans for each of the three process areas. Consultant shall attend witness equipment start-up for unit process equipment. For budgeting purposes, approximately 60 hours are budgeted for each unit process area.

Task 11 Deliverables

Consultant shall provide Startup and Testing Plan Review Comments.

Task 12. Final Punch List

Consultant shall conduct a final inspection and develop a punch list. The final inspection will occur over one day and up to the budget allocated in the fee spreadsheet. The CM will confirm that final punch list items are completed by the Contractor.

Task 12 Deliverables

- Consultant shall provide Final Punch List.

Task 13. Record Drawings

Upon completion of the Project, Consultant shall provide record drawings for the Project. It is assumed that the Contractor will provide a single set of drawings with red-line markups that indicate the changes that were made through the course of construction. It is assumed that the CM will be responsible for checking that the Contractor is taking necessary steps throughout the course of construction to document record drawing information in the redline markups. It is assumed that all record drawing information will be included in the red-line markups without the need for separate instructions, interpretations, or separate sheets that are attached to the drawings or provided separately of the drawing set.

Task 13 Deliverables

- Consultant shall provide Record Drawings: One (1) copy in AutoCAD format and one (1) copy in PDF format.

Task 14. Permit Assistance and DDW Coordination

Consultant shall assist City with developing applications and documents for State regulatory permits, including the State of California Water Resource Control Board Division of Drinking Water. This task will also include incorporating remaining comments from the Building Department that did not get included in the bid documents. City will pay for all permit fees.

Task 14 Deliverables

- Consultant shall provide application assistance.

Task 15. Corrosion Control Analysis

Consultant shall evaluate water quality data and assess the likelihood of potential corrosion impacts, recognizing that it is not simply a matter of changing the corrosiveness of the water but also of changes in water quality. The water quality data over the last five (5) years will be evaluated, assessing potential for corrosion impacts using corrosion indicators, and providing a prioritized list of up to three (3) mitigation strategies City to consider along with a recommendation of target WQP changes, if appropriate. City's corrosion control strategy with respect to the EPA's Lead and Copper Rule Revisions to determine if any additional actions are necessary will also be evaluated.

Task 15 Deliverables

- Consultant shall provide a Draft and Final Technical Memorandum.

Task 16. Additional Design Effort and Responding to Contractor Questions during the Bid Period

During the detail design effort, City reduced the original scope resulting in a credit and added scope as detailed design requirements developed. Contractor provided additional review and response to pre-bid inquiries during an extended bidding phase.

ATTACHMENT [2]

EXHIBIT B

Estimated Fee by Task and Subtask		
Task No.	Task	Estimated Fee, dollars
1	Project Management	140,420
2	Conformed Documents	80,168
3	Pre-construction Meeting	10,363
4	SCADA Programming	386,977
5	Submittal Review	524,840
6	RFI Response	295,645
7	Design Clarifications	77,230
8	Meetings	122,533
9	Site Visits	92,714
10	Change Orders	31,108
11	Start-up and Testing	81,812
12	Final Punch List	47,143
13	Record Drawings	93,763
14	Permit Assistance and DDW Coordination	17,329
15	Corrosion Control Analysis	58,353
16	Additional Design Services	247,184
Total		\$2,307,582



**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 Awarding a Purchase Agreement for Base Rock Supply

MEETING DATE: July 1, 2024

EXECUTIVE SUMMARY

The Public Works Department is responsible for the care and maintenance of City streets, facilities, and infrastructure. Large quantities of supplies are used to carry out responsibilities, including base rock. If approved, the resolution will authorize a purchase agreement with vendor Antioch Building Materials (ABM) in the amount of \$100,000.

FISCAL IMPACT

Funds for base rock supplies have been included in the Fiscal Year 2024/25 Public Works Department's operating budget adopted by the City Council.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a purchase agreement with ABM in the amount of \$100,000 for base rock.

BACKGROUND

The Public Works Department maintains and performs scheduled and emergency repairs on City streets, facilities, and infrastructure. The purchase of base rock necessary for these repairs is budgeted in the Street Maintenance and Water Operating budgets adopted by the City Council each fiscal year. Over the last year, there was a rise in the number of projects increasing the amount of base rock staff needed to purchase. Staff anticipates an equal or greater number of base rock purchases this year.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Public Works Department solicits bids for base rock that will be needed for the upcoming fiscal year. Antioch Building Materials was the only responsive, responsible bidder. The purchase of base rock is budgeted in the Public Works operating budget adopted by the City Council each fiscal year.

ATTACHMENTS: Resolution
 Bid Results

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst II

**City of Pittsburgh
Virgin Base Rock
RFQ# BR52824
Bids Received: May 28, 2024**

Vendor	Bid	Comment
Antioch Building Materials	\$54.08/ton	
Brickyard	No Response	
Rock Transport	No Response	
Royal Trucking	No Response	



**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 Awarding Purchase Agreements for Asphalt Supplies

MEETING DATE: July 1, 2024

EXECUTIVE SUMMARY

The Public Works Department maintains the City's public streets and sidewalks. A variety of pavement management techniques utilizing asphalt are implemented to extend the useful life of roadways. If approved, the resolution will authorize Purchase Agreements with a primary supplier and secondary supplier totaling \$150,000.

FISCAL IMPACT

None from this action. Sufficient funds are available in the Public Works/Streets (\$60,000 in 110-43002-1341) and Water Operations accounts (\$90,000 in 521-44101-1341). This is an appropriate use of these funds.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a Purchase Agreement with the primary supplier, County Asphalt, LLC (County Asphalt) in the amount of \$75,000 and execute a Purchase Agreement with the secondary supplier, Antioch Building Materials (ABM) in the amount of \$75,000 for the purchase of asphalt, totaling \$150,000.

BACKGROUND

The Public Works Department maintains approximately 130 miles of both improved and unimproved roadways. Staff, in maintaining street pavement, utilize various techniques including pothole patching, crack filling, permanent patch paving, surface sealing, rehabilitation and reconstruction. These techniques require obtaining asphalt from local suppliers.

The purchase of asphalt necessary for these repairs is budgeted in the Street Maintenance and Water Operating budgets adopted by the City Council each Fiscal Year. The Public Works Department solicits bids for asphalt and paving supplies that will be needed for the forthcoming Fiscal Year. Over the last year, there was a rise in the number of paving projects, increasing the amount of asphalt staff needed to purchase. Staff anticipates an equal or greater number of asphalt purchases this year.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Public Works Department solicited formal bids for asphalt supplies needed for the upcoming Fiscal Year from local vendors within an efficient distance for pickup and/or delivery. County Asphalt was the lowest responsive, responsible bidder and Antioch Building Materials was the only other responsive bidder. Staff recommends the City Council authorize the City Manager to execute a Purchase Agreement with County Asphalt as the primary supplier and ABM as the secondary supplier in an amount not to exceed \$75,000 respectively, totaling \$150,000, for asphalt supplies.

ATTACHMENTS: Resolution
 Bid Summary Sheet

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst II

**City of Pittsburgh
Half Inch Asphalt
RFQ# A52224
Bids Received: May 22, 2024**

Vendor	Bid	Comments
County Asphalt *	\$94.50/ton	
Antioch Building Materials**	\$97.23/ton	

*** Primary**

**** Secondary**

In the Matter of:

RESOLUTION NO. 24-

255



**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 City Manager to Execute a Lease Agreement Between the City of Pittsburg and Morello Restaurant Solutions LLC at 1005 Center Drive

MEETING DATE: July 1, 2024

EXECUTIVE SUMMARY

The City proposes to enter into a Lease Agreement with Cornelio Balingit dba Morello Restaurant Solutions LLC (Tenant) for the operation of a counter service restaurant at 1005 Center Drive (Premises).

FISCAL IMPACT

The lease term is for five (5) years, starting on April 1, 2024, and ending on March 31, 2029 (Initial Term). The monthly lease payment will be One Thousand Dollars (\$1,000) per month and will increase by 3% annually starting April 1, 2026. Additionally, the Tenant will be responsible for paying the common area maintenance (CAM) costs, currently estimated at Forty-Three Dollars (\$43) per month. Common Area Maintenance (CAM) charges are set to change in July 2024 when the calculations are completed for the new fiscal year.

RECOMMENDATION

City Council adopt the Resolution authorizing the City Manager to execute the Lease Agreement between the City and Morello Restaurant Solutions LLC for the Premises and take such further action as may be necessary or appropriate regarding the terms of the Lease.

BACKGROUND

The Pittsburg Public Library, located at 80 Power Avenue, features a café/restaurant with 1,280 square feet of interior space and an additional 910 square feet of outdoor dining area, collectively referred to as the “Premises”. Since 2013, the Premises have been operated by various operators. On January 22, 2019, the City Council adopted Resolution No. 19-13588, authorizing the City Manager to execute a Lease Agreement with Rocky’s Deli, LLC. The proprietor of Rocky’s Deli, LLC is the Tenant, who is also the Executive Chef and Proprietor of The Hideout restaurant in Lafayette, Vic’s Martinez in downtown Martinez and the Library Social Club in Walnut Creek.

The lease agreement between Rocky’s Deli, LLC and the City of Pittsburg came into effect on April 1, 2019 and was set for a period of five years, expiring on March 31, 2024. The Tenant has expressed interest in continuing to lease the Premises but proposes to do so under the corporate name Morello Restaurant Solutions LLC, a California Limited Liability Company of which he serves as the Chief Executive Officer. This company also encompasses his other business ventures, ensuring consistency and streamlined operations across his enterprises.

SUBCOMMITTEE FINDINGS

This item was not discussed at a subcommittee meeting.

STAFF ANALYSIS

The location at 1005 Center Drive has established itself as a prime location for a restaurant, offering a versatile dining experience with options for both takeout and dine-in services. Situated within close proximity to the Civic Center, the restaurant provides a convenient dining option for Civic Center employees, jurors, and visitors alike, all within walking distance.

The recent opening of the Starbucks café and the imminent opening of the Courtyard by Marriott, both located just a few feet away, further enhance the appeal of this space. These developments are expected to significantly increase foot traffic in the area, presenting a lucrative opportunity for the restaurant to attract new customers and expand its business.

The plan is to renovate and redecorate the interior space, aiming to create a welcoming and modern ambiance for patrons. This renovation will involve updating the furnishings, lighting, and overall layout of the restaurant to enhance the dining experience. The goal is to create a comfortable and inviting atmosphere that complements the new menu offerings and extends the restaurant's appeal to a broader audience.

Furthermore, the Tenant plans to introduce a QR code ordering system, allowing hotel patrons to easily access the menu and place orders directly from their mobile devices. This innovative approach aims to streamline the ordering process, enhancing convenience for guests and improving overall efficiency.

Given the Tenant's successful track record and commitment to maintaining the high standards of his establishments, this transition to Morello Restaurant Solutions LLC is anticipated to bring continued excellence to the restaurant at the Pittsburg Public Library.

The proposed lease renewal under the new corporate entity reflects his ongoing dedication to serving the community while leveraging his extensive experience in the culinary industry.

The combination of the Tenant's expertise and the strategic location of the Premises positions the restaurant for significant growth, transforming the space into a bustling culinary destination, benefiting from the synergy of nearby businesses and the thriving community around the Civic Center.

ATTACHMENTS: City Council Resolution
 Lease Agreement

Report Prepared By: Ishani Rasanayagam, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute a)
Lease Agreement between the City of)
Pittsburg and Morello Restaurant Solutions LLC))
At 1005 Center Drive)

RESOLUTION NO. 24-

WHEREAS, the City of Pittsburg, a municipal corporation, owns certain real property located at 80 Power Avenue (Building) of which the Pittsburg branch of the Contra Costa Library is a Tenant; and

WHEREAS, the Building includes a restaurant located at 1005 Center Drive (Premises) consisting of 1,280 square feet of interior space plus an additional 910 square feet of outdoor patio area with private access to the restaurant; and

WHEREAS, Cornelio Balingit (Tenant), operating as Rocky's Deli, LLC, a California Limited Liability Company, and serving as the Executive Chef and Proprietor of the Hideout Café in Lafayette, Vic's Martinez in downtown Martinez, and the Library Social Club in Walnut Creek, entered into a Lease Agreement with the City in April 2019 to lease the Premises for operating a restaurant; and

WHEREAS, the Lease Agreement was initially set for a period of five years. Upon its expiration on March 31, 2024, the Tenant expressed interest in continuing to lease the Premises under the corporate name of Morello Restaurant Solutions LLC, a California Limited Liability Company of which he is the Chief Executive Officer. This decision aims to ensure consistency and streamline operations across his enterprises; and

WHEREAS, given the Tenant's successful track record and his commitment to maintaining the highest standards in his establishments, the transition to Morello Restaurant Solutions LLC is expected to bring continued excellence to this restaurant; and

WHEREAS, the negotiated lease rate for the new Lease is set at One Thousand Dollars (\$1,000) per month for the initial year, with an annual increase of 3% starting in April 1, 2026. Additionally, the tenant will be responsible for paying the common area maintenance costs, currently estimated at Forty-Three Dollars (\$43) per month. These costs are subject to change in July 2024 when the calculations are completed for the new fiscal year; and

WHEREAS, the Tenant recognizes the potential for increased business due to the recent opening of the Starbucks café and the upcoming opening of the Courtyard by Marriott. In response, the Tenant is updating the décor to complement the new menu offerings and extending the hours of operation to cater to the anticipated rise in customer demand.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Lease Agreement between the City and the Tenant and take such further action as maybe necessary or appropriate regarding the terms of the Lease.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of July 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

LEASE AGREEMENT

By and between

THE CITY OF PITTSBURG

And

MORELLO RESTAURANT SOLUTIONS LLC

This Lease ("Agreement") is entered into as of the date set forth in Article I by and between the City of Pittsburg, a municipal corporation ("Landlord" and "City" used interchangeably) and Morello Restaurant Solutions LLC, a California limited liability company ("Tenant"). Landlord and Tenant are collectively referred to in this Agreement as the "Parties".

ARTICLE I

FUNDAMENTAL LEASE PROVISIONS

- | | | |
|------------|----------------------------|--|
| 1.1 | Date of Execution | April 1, 2024 |
| 1.2 | Tenant | Morello Restaurant Solutions LLC
1005 Center Drive
Pittsburg, CA 94565 |
| 1.3 | Landlord | City of Pittsburg, a municipal corporation
65 Civic Avenue
Pittsburg, CA 94565 |
| 1.4 | Premises | The Premises will consist of one thousand two hundred eighty (1,280) rentable square feet at 1005 Center Drive located on the ground floor of the Pittsburg branch of the Contra Costa Library located at 80 Power Avenue ("Building") (Exhibit A), plus additional outdoor patio area ("Outdoor Patio Area") with private access to gate, as detailed in the Site Plan (Exhibit B), attached and incorporated herein. "Library" means the portions of the Building that are not the Premises. |
| 1.5 | Tenant's Trade Name | Morello Restaurant Solutions LLC, or such other name as may be proposed by Tenant and approved by Landlord in writing. |
| 1.6 | Initial Lease Term | The initial Term (as defined in Section 3.1) of five (5) years shall commence upon April 1, 2024 as provided in Section 1.1. |

- 1.7 Rental Rate** The rent shall be One Thousand (\$1,000) per month for the initial year and increasing by 3% per annum in Year 2.
- 1.8 Rent Commencement Date** The obligation to pay Rent shall occur on May 1 2024.
- 1.9 Renewal Option** Tenant shall have one (1) five (5) year option to renew the lease.
- 1.10 Parking** Tenant shall be allowed use of public parking stalls.
- 1.11 Security Deposit** The Tenant is credited with Two Thousand Dollars (\$2,000.00) paid by Rocky's Restaurants, LLC
- 1.12 Use** Tenant shall operate a cafe, which shall provide food and beverage items that Tenant deems appropriate, may include beer and wine, but not hard liquor, and may offer catering from the Premises.
- 1.13 Assignment** Prior to any assignment, Tenant must obtain Landlord's written consent, which shall not be unreasonably withheld in light of, among other factors, assignee's ability to abide by the terms of the Agreement, creditworthiness and experience in the restaurant business.
- 1.14 Access** Tenant shall have reasonable access to the Premises, as well as parking and common areas, twenty-four (24) hours per day, seven (7) days a week.
- 1.15 Tenant Maintenance** Tenant shall be responsible for all maintenance and repair of all equipment, including fixtures and grease trap on, within, and serving the premises.
- 1.16 Broker Commissions** Landlord and Tenant hereby represent that they have not engaged any real estate broker and no commission or finder's fees are due.
- 1.17 Addresses for Notices and Payments**

LANDLORD
City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

TENANT
Cornelio Balingit
Morello Restaurant Solutions LLC
3400 Mt. Diablo Blvd., Suite 1
Lafayette, CA 94549

Article 1 is intended to supplement and/or summarize the provisions set forth in the balance of this Agreement. If there is any conflict between any provisions contained in this Article 1 and the balance of this Agreement, the balance of the Agreement shall control.

ARTICLE II - PREMISES

2.1 LEASE OF PREMISES. Landlord hereby leases the Premises to Tenant. The term "Premises", as used in this Agreement shall mean all areas designated on Exhibit B.

ARTICLE III - TERM

3.1 TERM. Subject to provisions of this Agreement, the term of this Agreement shall commence on May 1, 2024 and shall continue, unless sooner terminated in accordance with the provisions of this Agreement, for the period of five (5) years (the "Initial Term"). References to the "Term" of this Agreement shall include the Initial Term and the Option Periods (as defined in Section 3.2), if exercised, in accordance with the terms and provisions of Section 3.2.

3.2 OPTIONS. In addition to the Initial Term, Tenant shall have one (1) five (5) year option to extend this Agreement (the "Option Period") following expiration of the Initial Term. In the event that Tenant wishes to exercise an Option Period, Tenant shall give written notice of its interest to Landlord at least six (6) months but not more than one (1) year before expiration of the Initial Term. Notwithstanding the foregoing, if Tenant is in default, as defined in Article XIII, on either (a) the date occurring six (6) months prior to the expiration of the term in question or (b) the date of the Option Period is to commence, the Option Period in question shall not commence, and this Agreement shall expire at the end of the Initial Term or the Option Period. During the Option Period, all terms and conditions of this Agreement shall remain the same, provided that Rent during the Option Period shall be as set forth in Section 1.9.

3.2.1 Rent during Option of Lease Extension Term. If Tenant elects to extend the Term in accordance with Section 3.2, Base Rent for the first year of the first Option Period of the Lease Extension Term will be determined based on the fair market value for similar leasable space in downtown Pittsburg (Option Period Rent) for the period commencing on May 1, 2029, increasing by three percent (3%) per annum over the Option Period Rent.

ARTICLE IV - RENTAL

4.1 RENT COMMENCEMENT DATE. Tenant's obligation to pay Rent commences on May 1, 2024 ("Rent Commencement Date").

4.2 RENT. Tenant covenants and agrees to pay Rent in advance, on or before the first (1st) day of each month, without prior demand, offset or deduction (except as otherwise permitted by the terms of this Agreement), commencing on the Rent Commencement Date. On the first (1st) anniversary of the Rent Commencement Date and each anniversary of the Commencement Date (the "Anniversary Date") thereafter Rent will increase by three percent (3%). Tenant shall have the option, at its discretion, to prepay the rent for the entire year in full, which shall include the calculation of the annual three percent (3%) increase of the Rent .

The Rent includes all subscription charges for removal of recyclables (glass, aluminum, paper, and cardboard) and non-recyclable refuse (recyclable and non-recyclable refuse collectively termed "Waste"). The cost of electricity, gas, internet, water, sewer, telephone services, and any other utilities needed by Tenant are not covered by Landlord and must be subscribed and maintained by Teant. "Utilities" shall refer to all the services covered by Landlord under this Section.

4.2.1 PAYMENT OF UTILITIES. Landlord shall subscribe to and pay for only the removal of recyclables and non-recyclable refuse from Premises. However, in the event that Tenant fails to pay Rent in full and continues in default for sixty (60) days, Landlord may discontinue payment of Utilities.

4.2.2 WAIVER OF UTILITY LIABILITY. Landlord shall not be liable in damages for any failure or interruption of any Utilities, either subscribed by and paid for by Landlord or Tenant. However, if any Utility to the Premises should become unavailable for a period in excess of seventy-two (72) consecutive hours and such unavailability is directly caused by the willful act or negligence of Landlord, Rent charge shall abate until Utility service to the Premises is restored. However, if any Utility to the Premises should become unavailable for a period in excess of seventy-two (72) consecutive hours and such unavailability is directly caused by the willful act or negligence of Tenant, Tenant will be required to take the necessary actions to restore the Utility service to the Premises. Should Tenant fail to restore the Utility service, Landlord may but is not obligated, take the necessary actions to restore the Utility service at the sole cost of the Tenant.

4.2.3 LATE FEES. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent will cause Landlord to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and personnel costs. Accordingly, if any Rent due from the Tenant is not received by the date on which Rent is due, Tenant shall pay a late charge equal to ten percent (10%) of such overdue Rent. Landlord and Tenant hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord shall incur by reason of late payment by Tenant. Acceptance of such late charge by Tenant shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor

prevent Landlord from exercising any of the other rights and remedies granted hereunder.

4.3 COMMON AREA MAINTENANCE CHARGES. Tenant's Share of Operating Costs. In addition to all other sums due under this lease, Tenant shall pay to Landlord, in the manner and at the times set forth in this Section, Tenant's Share of Operating Costs (as defined in Section 4.3.3) for each Lease Year or other fiscal year that may be established by Lessor during the Term.

4.3.1 The phrase "Operating Costs" means the sum of Building and Common Area costs.

4.3.2 The term "**Building and Common Area Costs**" means all costs and expenses of every kind and nature whatsoever as may be paid or incurred by Landlord, related entities, or third parties in operating, managing, insuring, repairing and maintaining the Buildings and/or the Common areas in the Library Building, computed in accordance with generally accepted accounting principles consistently applied or such other method of accounting as may be adopted by Lessor. Building and Common Area Costs include, but are not limited to costs and expenses incurred with respect to the items enumerated in Exhibit C.

4.3.3 "Tenant's Share of Operating Costs" will be determined by multiplying total Operating Costs by the fraction calculated by dividing total square feet of the Premises by the total square feet of the Building.

4.3.4 Tenant shall pay to Landlord, on the first day of each month during the Term, an amount equal to Tenant's estimated Share of Operating Costs for the Lease Year in question, divided by the number of months (full or partial) in such Lease Year ("Tenant's Monthly Operating Costs Payment"). Payment of Tenant's Monthly Operating Costs will commence on May 1, 2024. The Initial Tenant's Monthly Operating Costs payment is Forty Three Dollars (\$43.00) per month which is Three Cents (\$0.03) per square foot, which will be revised when CAM is calculated at the beginning of the fiscal year 2024-2025.

Annual Adjustments. Within ninety (90) days following the end of each Lease Year, or within a reasonable time thereafter, Landlord shall prepare and deliver to Tenant a statement setting forth the calculation of Tenant's actual Share of Operating Costs for the previous Lease Year. Within thirty (30) days after receipt of the statement of Tenant's actual Share of Operating Costs, Tenant shall pay to Landlord, or Landlord shall credit against the next Monthly Operating Costs Payment due from Tenant, as the case may be, the difference between Tenant's actual Share of Operating Costs for the preceding Lease year and the amount of Tenant's Monthly Operating Costs Payments paid by Tenant during such Lease Year; except, Landlord shall pay Tenant any excess at the time Lessor furnishes the statement to Tenant in connection with the final adjustment of Operating Costs for the last Lease Year, provided Tenant is not in default under any provisions of this Lease.

ARTICLE V - USE OF PREMISES

5.1 USES BY TENANT. Following Delivery, Tenant is permitted to use the Premises for a cafe serving food and beverages, which may include wine and beer, subject to appropriate licenses, but not hard liquor. Items may be sold for consumption on and off the Premises. Every part of Premises shall be kept by Tenant in a clean and wholesome condition, free of any objectionable noises, odor or nuisances, and that all health and police regulations shall, in all respects and at all times, be fully complied with by Tenant. Tenant further covenants and agrees that during the term hereof the Outside Patio Area designated on Exhibit B, and incorporated herein, and every part thereof, shall be kept by Tenant in a clean and wholesome condition, free of any objectionable noises, odor or nuisances, and that all health and police regulations shall, in all respects and at all times, be fully complied with by Tenant. Tenant shall not use or suffer or permit any person or persons to use the Premises in any manner that will tend to create waste, odor, or nuisance and shall not unreasonably disturb library operations or the use of the Building by its patrons, provided nothing herein shall prohibit Tenant from conducting normal business activities in the Premises.

5.1.1 ODORS. Tenant shall not permit foul or offensive odor to emanate from any garbage or trash containers within the Premises and shall immediately take steps to abate any such odor. Nothing shall be prepared, manufactured or mixed in the Premises which emit any odors into the Building.

5.2 USES BY LANDLORD. Landlord reserves the right to use the exterior floor, walls and roof above the Premises for the installation, maintenance, use and replacement of pipes, ducts, conduits, wires, alarm lines, heating, ventilating and air conditioning lines, fire protection lines and systems, electric power, telephone and communication lines and systems, elements serving the Building, provided the Premises and the business conducted therein are not adversely affected or aesthetically altered thereby, and provided further that Landlord's exercise of such rights does not materially impair or interfere with Tenant's use of the Premises as provided in this Article.

5.3 WASTE. Tenant agrees to cause all Waste from the Premises to be deposited within receptacles in the designated Waste enclosure area provided by the Waste hauler on at least a daily basis. In the event Tenant fails to dispose of all Waste in the receptacles provided by the Waste hauler, Tenant shall be liable to Landlord for all reasonable costs to facilitate removal and maintenance of a neat and clean Waste enclosure area, to the extent such costs are incurred as a result of Tenant's failure to comply with the provisions of this Section or policies of the Waste hauler.

5.4 OUTDOOR DISPLAY. Except as expressly provided in this Agreement, Tenant may not display or sell merchandise or allow portable signs, devices or any other objects to be stored or remain outside the exterior walls and permanent doorways of the Premises.

5.5 DELIVERIES. All deliveries to the Premises shall be made from the parking lot area nearest Premises. Tenant shall advise its concessionaires, agents, employees, vendors, suppliers and independent contractors of this restriction.

5.6 PARKING. The parking lot abutting the Building and the parking lot serving City Hall are parking lots for public parking that require official parking permits. City shall supply Tenant with the appropriate parking permit for Tenant's staff.

5.7 MAINTENANCE AND INSPECTION OF THE PREMISES.

5.7.1 TENANT'S MAINTENANCE. At the Tenant's sole cost and expense, Tenant shall operate, maintain, repair and manage the Premises throughout the Term, including without limitation, the following: (a) interior surfaces of walls, ceilings, and floors; (b) wall and floor coverings; (c) all windows and plate glass; (d) doors; (e) locks or closing devices; (f) plumbing and electrical systems (including grease traps and the heating, ventilation, and air conditioning systems) within/serving the Premises; (g) signs; (h) Outside Patio Area and (i) all equipment, including FF&Es, thereon in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Premises. Tenant shall promptly, at the sole cost and expense of Tenant, make all necessary repairs, including replacements or renewals when necessary, and all such repairs shall be at least equal in quality to the original work, reasonable wear and tear accepted. FF&Es replaced by Tenant due to depreciation and shall remain the property of Tenant. Tenant shall keep and maintain all portions of the Premises in a clean and orderly condition, free of accumulation of dirt, rubbish, and graffiti. The failure of Tenant to maintain the Premises in accordance with this Agreement shall be grounds for termination of this Agreement pursuant to Article XIII.

5.7.2 LANDLORD'S MAINTENANCE. Landlord shall maintain: (a) roofs (excluding interior ceilings), foundations, and exterior walls at the Premises (excluding all doors, plate glass, storefronts, display and other windows) and (b) exterior plumbing, pipes and conduits serving the common area, (c) landscaping and its maintenance. On demand, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord to make any repair to the Premises in connection with or resulting from (i) any alteration or modification to the Premises performed by, for or because of Tenant after the Delivery Date, (ii) the installation, use or operation of Tenant's property, fixtures and equipment, (iii) the moving of Tenant's property into or out of the Premises or in and about the Premises, (iv) Tenant's use or occupancy of the Premises in violation of this Lease Agreement or in violation of Applicable Law or (v) acts or omissions of Tenant or Tenant's invitees and/or licensees.

5.7.3 LANDLORD INSPECTION. At any time during the Term, upon reasonable advance notice and during normal business hours, except in the event of an emergency, the Landlord may conduct interior and/or exterior inspections of the Premises to confirm that it is being properly maintained as required herein. Following its inspection, the Landlord may deliver to Tenant written notification of any portions of the Premises which the Landlord has determined are not being properly maintained, and Tenant shall promptly prepare and deliver to the Landlord the proposed plan for remedying the indicated deficiencies of Tenant. The failure of Tenant to deliver a remedial plan and to complete remedial work within one year from the date of notice as determined by the Landlord in its reasonable discretion shall be a default under this Agreement pursuant to Article XIII. The failure of the Landlord to inspect or to notify

Tenant of any deficiency shall not be a waiver of default or of the Landlord's right to enforce the maintenance and repair obligations of Tenant.

5.8 LANDLORD'S RIGHT TO PERFORM TENANT OBLIGATIONS. If Tenant fails to perform its obligations to maintain the Premises or perform any obligation in accordance with the standards set forth in this Agreement, the Landlord shall have the right, but not the obligation, to perform such work or make any payment upon delivery of written notice to Tenant. Any payment or cost of performance (together with interest thereon at the Default Rate from the respective dates of the Landlord's making of each such payment) shall constitute additional Rent payable by Tenant under this Agreement and shall be paid by Tenant to the Landlord on demand. The "Default Rate" shall mean interest calculated at an annual rate equal to the lesser of twelve percent (12%) or the maximum rate of interest permitted by law. The Landlord's election to undertake such obligation shall not operate as a waiver of any other right or remedy the Landlord may have pursuant to this Agreement.

5.9 LANDLORD NOT OBLIGATED TO PERFORM REPAIRS. Notwithstanding any contrary provision herein, the Landlord shall not be obligated to make any repairs, alterations, additions, improvements or betterments to the Premises during the term of this Agreement nor shall the Landlord be obligated to maintain or operate the Premises.

5.10 COMPLIANCE WITH LAWS. Tenant, at its sole cost and expense, shall comply with all applicable federal, state and local laws and regulations, including permits, pertaining to the use, operation, and management of the Premises ("Applicable Laws").

Tenant shall not itself use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Building or the Premises which would result in a nuisance or a violation of Applicable Law. Tenant shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Building or the Premises which would result in a nuisance or a violation of Applicable Law. Tenant further agrees to notify Landlord in writing within ten (10) days of its receipt of service or notice in any administrative or judicial proceeding in which Tenant is named as a party that is related to the occupation or use of the Premises.

5.10.1 IMPOSITIONS. Throughout the Term, the Tenant shall pay prior to delinquency, all real property taxes, possessory interest, license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, pertaining to the Premises or part thereof, including, but not limited to any assessment, levy, imposition or charge in lieu of or in substitution for real estate taxes, and (ii) any assessment for public improvements, or benefits which is assessed, levied, or imposed upon or which becomes due and payable and a lien upon (a) the Premises or any part thereof, (b) the rent or income received by Tenant, (c) any use or occupancy of the Premises or part thereof, or (d) this transaction or any document to which Tenant is party creating or transferring an estate or interest in the Premises or part thereof. All the foregoing are hereinafter referred to as "Impositions".

5.11 TENANT'S RIGHT TO CONTEST LAW. Tenant shall have the right to contest by appropriate proceedings, in the name of Tenant, and without cost or expense to the Landlord, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge or liability against the Premises or the interest of Tenant therein, and without subjecting Tenant or the Landlord to any liability, civil or criminal, for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding. Tenant shall indemnify, defend (with counsel approved by the Landlord), protect and hold the Indemnitees harmless from and against all Claims arising in connection with any such contest brought by Tenant. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

ARTICLE VI - CONDITION OF THE PREMISES; ENVIRONMENTAL MATTERS

6.1 CONDITION OF THE PREMISES.

6.1.1 AS-IS CONDITION. Tenant will lease the Premises in its "AS IS" condition as such condition exists.

6.1.2 NO REPRESENTATIONS. Tenant acknowledges that except as expressly set forth herein, Landlord makes no representations or warranties expressed or implied regarding the condition of the Premises or the fitness or suitability thereof for the purposes of Tenant, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Premises shall affect the rights of Tenant or the Landlord hereunder. Tenant shall rely solely on its own independent investigation and judgment as to all matters relating to the Land. Tenant acknowledges and agrees that prior to the Date of Execution it has made such investigations of the Premises, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Tenant deemed necessary to determine the condition of the Premises, and has approved all such characteristics and conditions and shall lease the Premises in its condition, subject to the rights in Article VII, as of the Date of Execution "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. Tenant further acknowledges that the Landlord has made available all data and information on the Premises available to the Landlord, but without warranty or representation by the Landlord as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

6.2 TENANT'S COVENANTS. Tenant hereby covenants and agrees that throughout the Term:

- (a) The Premises, and the use and operation thereof, shall be in compliance with all Hazardous Materials Laws, and Tenant shall not cause or permit the Premises or any portion thereof to be in violation of any Hazardous Materials Laws.

- (b) Tenant shall not permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall Tenant permit the presence or release of Hazardous Materials in, on, under, about or from the Premises with the exception of materials customarily used in construction, operation, use or maintenance of Business facilities, provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.
- (c) Upon receiving knowledge of the same, Tenant shall immediately advise Landlord in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Tenant, the Premises or the Building pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party against Tenant, the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iii) the presence or release of any Hazardous Materials in, on, under, about or from the Premises or the Building; or (iv) the discovery of any occurrence or condition, by Tenant, on any real property adjoining or in the vicinity of the Building classified as "Border Zone Property" California Health and Safety Code, former Sections 25220 et seq., or any regulation adopted in connection therewith, that may in any way affect the Premises pursuant to any Hazardous Materials Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "Hazardous Materials Claims." Landlord shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim, and to have its reasonable attorney's fees in connection therewith paid by Tenant.
- (d) Without Landlord's prior written consent, which shall not be unreasonably withheld, Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under, or about the Premises or the Building (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the Landlord agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Materials Claim.
- (e) If the presence of any Hazardous Material on the Premises results in any contamination of the Building in violation of Hazardous Materials Laws, except to the extent such contamination is caused by Landlord, Tenant shall promptly take all actions at its sole expense as are necessary to remediate the Premises as required by law; provided that Tenant first obtains Landlord approval of such actions, which approval may be withheld in the Landlord's reasonable discretion. All costs and expenses of any Remedial Work shall be paid by Tenant, it being understood that the Landlord shall incur no cost, expense or liability in connection with any Remedial Work. The Landlord shall have the right, but no obligation, to join and participate in, as a party if it so elects at the Landlord's cost, any legal proceedings or actions initiated in connection with any Hazardous Material Claims. For purposes of this Agreement, "Remedial Work" means all investigation, testing, analysis, monitoring, restoration,

abatement , detoxification, containment , handling, treatment, removal, storage, decontamination, clean-up, transport, disposal or other ameliorative work or response action required by (i) any Hazardous Materials Laws, (ii) any order or request of any federal, state or local governmental agency, or (iii) any judgment, consent decree, settlement or compromise with respect to any and all enforcement , clean-up, removal, remedial or other governmental or regulatory actions or agreements or orders threatened, instituted, or completed pursuant to any Hazardous Materials Laws or any actions, proceedings or claims by such entities or third parties relating to or arising out of the breach of any Hazardous Materials Laws or the presence or release of any Hazardous Material in, on, under or from the Premises or the Building.

6.3 RELEASE OF CLAIMS. Tenant hereby waives, releases and discharges forever the Indemnitees from all present and future Claims Tenant may have arising directly or indirectly from the presence or alleged presence of Hazardous Materials on, under, in or about the Premises.

Tenant is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

As such relates to this Section 6.3, Tenant hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Tenant Initials

6.4 ENVIRONMENTAL INDEMNITY. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold the Indemnitees harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation , discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Premises during the Term, (ii) the failure of Tenant, or the employees, agents, contractors, subcontractors , licensees, permittees, or any person acting on behalf of any of Tenant to comply with Hazardous Materials Laws, or (iii) the breach by Tenant of any of its covenants contained in this Article VI. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Premises or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal,

state, or local governmental agency or political subdivision . This Section 6.4 shall survive the expiration or earlier termination of this Agreement.

6.5 DEFINITIONS.

6.5.1 Hazardous Materials. As used herein, "Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); or defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq., as the foregoing statutes and regulations now exist or may hereafter be amended.

6.5.2 Hazardous Materials Laws. As used herein "Hazardous Materials Laws" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 6.5.1, as any of the foregoing may be amended from time to time.

ARTICLE VII - ALTERATIONS

7.1 INSTALLATION OF FIXTURES, FINISHES AND EQUIPMENT. If odors, as described in Section 5.1.1 of this Agreement, become a disruption to the operations of the Library, the Tenant must install or cause the installation of a pollution control unit to abate the odors.

7.2 & 7.3 TENANT'S DUTY TO INSPECT PREMISES. Prior to the Date of Execution, Tenant shall inspect Premises and all FF&Es and provide Landlord a certificate stating that the Premises is ready for Tenant's business . Following the Date of Execution, Landlord shall have no responsibility for FF&Es.

7.4 SIGNAGE. Consistent with all Applicable Law, including City zoning rules and procedures, Tenant may construct and/or install a sign or signs for its business on the interior and on the exterior of the Building (collectively "Signage").

7.5 CHANGES AND ALTERATIONS. Except for as provided in Section 7.1, during the Term of this Agreement, Tenant shall not make any change, alteration or addition to the Premises (collectively, the "Improvements") that would materially alter the function or exterior appearance of the Premises, without the prior written consent of the Landlord. All Improvements, including those pursuant to Sections 7.1, must comply with all of the following:

- (a) The Improvements must not materially impair the value or structural integrity of the Premises.
- (b) The Improvements must be necessary for the operation of the business.
- (c) No Improvements may be undertaken until Tenant has obtained all required permits and authorizations under Applicable Law.
- (d) The Improvements must be made in a good and workmanlike manner and in accordance with all applicable permits and Applicable Laws. All repairs and Improvements to the Premises must be performed by licensed and bonded contractors .
- (e) During the construction of any Improvements in, to or of, the Premises, or the permitted demolition or new construction or any restoration, Tenant shall comply with the insurance requirements set forth in Section 8.2, which policy or policies by endorsement thereto, if not then covered, will also insure any change, alteration or addition or new construction, including all materials and equipment incorporated in, on or about the Premises.
- (f) Prior to commencement of any construction , change, alteration or repair, Tenant shall deliver to the City not later than ten (10) business days written notice of the proposed work, a general description of the proposed work and sufficient information to permit the City to post a notice of non-responsibility on the Premises.

7.6 NO RIGHT TO DEMOLISH. Tenant shall have no right to demolish any Improvements, once built, unless Tenant shall have received the prior written approval of the Landlord.

7.7 FIXTURES. Tenant shall have the right to place and install personal property, such as trade fixtures, equipment and other temporary installments in and upon the Premises. During the Term, Tenant shall have the right to remove all personal property installed by Tenant, provided that all damage to the Premises caused by such removal is repaired by the Tenant at the Tenant's expense. FF&Es installed pursuant to Sections 7.1 shall remain the property of Landlord and may not be removed by Tenant without Landlord's written consent excluding depreciated assets after which Tenant shall purchase, replace and retain ownership of the replaced FF&E.

7.8 LIENS ON PREMISES. Subject to the right to contest the same prior to payment, Tenant agrees to keep the Premises free and clear of all mechanics' liens, stop notices and other liens or claims on account of work done by or for a Party.

7.9 PREVAILING WAGES. To the extent required by Applicable Laws, Tenant and its contractors and agents shall comply with California Labor Code Section 1720 et seq., as may be amended, and are responsible for carrying out the requirements of such provisions.

ARTICLE VIII - INDEMNITY AND INSURANCE

8.1 INDEMNITY. To the fullest extent permitted by law, Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord) and hold the Landlord and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing, collectively the "Indemnitees") harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively "Claims") arising from or in connection with any of the following, which occurred during the Term: (i) the operation or management of the Premises, (ii) any work or thing done on or in the Premises, (iii) any condition of any alteration or addition constructed by Tenant on the Premises, including FF&Es, (iv) any breach or default by Tenant in the performance of any covenant or agreement to be performed by Tenant pursuant to the terms of this Agreement, (v) any negligence of Tenant, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person in or on the Premises and (vii) any failure to comply with Applicable Law. In the event any such action or proceeding is brought against the Landlord by reason of any such Claim, Tenant, upon notice from the Landlord, covenants to defend such action or proceeding by counsel reasonably satisfactory to the Landlord. If an insurer under insurance required to be maintained by Tenant hereunder shall undertake to defend the Landlord under a reservation of rights with respect to ultimate coverage and the Landlord shall reasonably deem it necessary to retain independent counsel with respect to such matter, Tenant shall pay the reasonable fees of such counsel. The obligations of Tenant under this Article VIII do not apply to any Claim or other matter to the extent such arises as a result of the gross negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

8.2 INSURANCE REQUIREMENTS. Tenant shall procure, at its sole expense, and maintain in full force and effect during the Term, the following insurance naming the Landlord as additional insured and/or loss payee and endorsements specifying that the Landlord's insurance is excess and non-contributing and that Tenant's insurance is primary:

- (a) Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Premises and the Business with a policy limit of at least two million dollars (\$2,000,000) per occurrence.
- (b) Property insurance covering all risks of loss including floor (if required) for one hundred percent (100%) of the replacement value of the Premises and any Improvements, naming Landlord as loss payee as its interests may appear.

- (c) Workers' compensation insurance that complies with the statutory requirements of the State of California must be identified by Tenant and must be in an amount satisfactory to the City.

8.2.1 CONTRACTORS. If Tenant undertakes the construction of the Improvements pursuant to Article VII, Tenant shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction of the Improvements, naming the Indemnitees as additional insureds and otherwise in compliance with all requirements set forth in this Section 8.2.

8.3 CERTIFICATES OF INSURANCE. Prior to the Date of Execution, Tenant shall furnish Landlord with certificates of insurance and endorsements evidencing the insurance coverage required by this Article. Tenant shall give notice in writing of any cancellation, termination or nonrenewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or nonrenewal.

ARTICLE IX - [RESERVED]

ARTICLE X - [RESERVED]

ARTICLE XI - DAMAGE AND DESTRUCTION

11.1 DAMAGE OR DESTRUCTION. In the event of any damage to or destruction of the Premises during the Term, the Landlord shall elect by written notice delivered to Tenant within sixty (60) days following the date of the occurrence of the damage to either remove the Premises or restore and rebuild the Premises as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the Landlord elects to restore the Premises, the Landlord shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Premises within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the Landlord pursuant to this Agreement. If the Landlord does not elect to restore the Premises and the Landlord does not exercise its right to terminate this Agreement pursuant to Section 13.3 within one hundred twenty (120) days following the date of the occurrence of the damage, then at the Landlord's option this Agreement will terminate upon delivery of written notice to Tenant. If the Landlord elects to restore the Premises, the Landlord shall confer with Tenant regarding the design and plans for such restoration of the Premises.

11.2 NOTICE REQUIRED. In the event of material damage to or destruction of the Premises, or any part thereof, Tenant shall promptly give the Landlord notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article, damage or destruction shall be

deemed to be material if the estimated cost to repair equals or exceeds Fifty Thousand Dollars (\$50,000).

11.3 LANDLORD'S RIGHT TO TERMINATE. Notwithstanding any contrary provision of this Article XI, the Landlord has the option to terminate this Agreement and be relieved of the obligation to restore the Premises where all or substantially all of the Premises are substantially damaged or destroyed and such damage or destruction resulted from a cause not insured against by Tenant.

ARTICLE XII - ASSIGNMENT, TRANSFER, SUBLETTING

12.1 RESTRICTIONS ON TRANSFER, ASSIGNMENT AND ENCUMBRANCE. Tenant has no right to sell, transfer, sublet, assign, encumber, mortgage, hypothecate or otherwise convey ("Transfer") its leasehold interest hereunder or any portion of its interest in the Premises, the fixtures, any Improvements or this Agreement voluntarily, involuntarily, by operation of law, or otherwise, except with Landlord's written permission, which shall not be unreasonably withheld in light of, among other factors, assignee's ability to abide by the terms of the Agreement, creditworthiness and experience in the restaurant business.

12.2 NO INVOLUNTARY TRANSFERS. No interest of Tenant in this Agreement, the Premises or part thereof is assignable or transferable: (i) pursuant to any voluntary or involuntary proceeding under federal or state bankruptcy or insolvency law; (ii) pursuant to any assignment of the assets of Tenant for the benefit of its creditors; or (iii) pursuant to any order of attachment, garnishment, receivership, or similar action. Any transfer described in this Section 12.2 constitutes an Event of Default under this Agreement by Tenant, and Landlord has the right to terminate this Agreement pursuant to Article XIII as a result of any such transfer taking place, in which case this Agreement shall not be treated as an asset of Tenant.

ARTICLE XIII - DEFAULT, REMEDIES AND TERMINATION

13.1 EVENT OF DEFAULT. Tenant will be in default under this Agreement upon the occurrence of any of the following events of default (each, an "Event of Default"):

- (a) **MONETARY OBLIGATIONS.** Tenant at any time is in default hereunder as to any monetary obligation, and such default continues for thirty (30) days after the date upon which the Landlord shall have given Tenant a Notice of Default (as defined in Section 13.2.1);
- (b) **INSURANCE.** Tenant fails to obtain and maintain any insurance required pursuant to Section 8.2 of this Agreement, and Tenant fails to cure such default within ten (10) days following receipt of Notice of Default;
- (c) **ABANDONMENT.** Tenant abandons the Premises and ceases to use it for the purposes authorized hereby for a period of ninety (90) days or more or as established pursuant to Section 1951.3 of the California Civil Code except when prevented by Force Majeure;

- (d) **TRANSFER.** A voluntary or involuntary Transfer of all or any portion of the Tenant hold interest of Tenant in this Agreement without Landlord consent occurs in violation of the provisions of Article XII;
- (e) **NON-MONETARY OBLIGATIONS.** Tenant defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 13.1, and unless a shorter cure period is specified for such default, the default continues for thirty (30) days after the date upon which the Landlord has given written notice of the default to Tenant; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an

Event of Default shall not arise hereunder if Tenant commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred and eighty (180) days after receipt of a Notice of Default;

- (f) **BANKRUPTCY.** Tenant files a voluntary petition in bankruptcy or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;
- (g) **REORGANIZATION.** A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Tenant seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days from the first date of entry thereof, or any trustee receiver or liquidator of Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof is appointed without the consent or acquiescence of Tenant and such appointment remains unvacated and unstayed for an aggregate of sixty (60) days, such sixty (60) day period to be extended in all cases during any period of a bona fide appeal diligently pursued by Tenant;
- (h) **ATTACHMENT.** A writ of execution or attachment or any similar process is issued or levied against all or any part of the interest of Tenant in the Premises and such execution, attachment or similar process is not released, bonded, satisfied, or vacated or stayed within sixty (60) days after its entry or levy, such sixty (60) day period to be extended during any period of a bona fide appeal diligently pursued by Tenant;

- (i) **LIENS.** A lien is recorded or stop notice filed, and Tenant does not, within twenty (20) days, cause the lien or notice to be removed by bonding or otherwise.

13.2 NOTICE AND OPPORTUNITY TO CURE.

13.2.1 NOTICE OF DEFAULT. Upon the occurrence of a default hereunder, the non-defaulting party shall deliver a notice to the nonperforming party (the "Notice of Default"), stating the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

13.2.2 FAILURE TO GIVE NOTICE; NO WAIVER. Failure to give, or delay in giving, the Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. No failure or delay by either party in asserting any rights and remedies as to any breach shall operate as a waiver of any breach or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive such party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

13.3 REMEDIES UPON DEFAULT.

13.3.1 LANDLORD'S REMEDIES. Upon the occurrence of any Event of Default and in addition to any and all other rights or remedies of the Landlord hereunder and/or provided by law, the Landlord has the right to terminate this Agreement and the possessory rights of Tenant hereunder, in accordance with applicable law to re-enter the Premises and take possession of the Premises and of the fixtures and any Improvements, and except as otherwise provided herein, to remove all persons and property therefrom, and to store such property at the risk of Tenant and for the account of Tenant, and Tenant shall have no further claim thereon or hereunder. The Landlord's re-entry or taking of possession of the Premises may not be construed as an election on the Landlord's part to terminate this Agreement unless the Landlord has given written notice of such intention to Tenant. In no event shall this Agreement be treated as an asset of Tenant after any final adjudication in bankruptcy except at the Landlord's option so to treat the same but no trustee, receiver, or liquidator of Tenant shall have any right to disaffirm this Agreement.

13.3.2 REMEDIES UPON ABANDONMENT. If Tenant should default under this Agreement and abandon the Premises, the Landlord may, at its option, enforce all of its rights and remedies under this Agreement, including the right to recover the rent as it becomes due hereunder. Additionally, the Landlord is entitled to recover from Tenant all costs of maintenance and preservation of the Premises, and all costs, including attorneys' and receiver's fees incurred in connection with the appointment of and performance by a receiver to protect the Premises and the Landlord's interest under this Agreement.

13.3.3 LANDLORD'S RIGHT TO CONTINUE LEASE. In the event of any default under this Agreement by Tenant (and regardless of whether or not Tenant has abandoned the Premises), this Agreement does not terminate (except by an exercise of the Landlord's right to terminate under Section 13.3.1) unless the Landlord makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the right to possession held by Tenant. For so long as this Agreement continues in effect, the Landlord may enforce all of the Landlord's rights and remedies under this Agreement, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Agreement, the following shall not constitute termination of the right to possession held by Tenant: (a) acts of maintenance or preservation or efforts to relet the Premises; or (b) the appointment of a receiver upon initiative of the Landlord to protect the Landlord interest under this Agreement.

13.3.4 RIGHT TO INJUNCTION; SPECIFIC PERFORMANCE. In the event of a default by Tenant under this Agreement, the Landlord shall have the right to commence an action against Tenant for damages, injunction and/or specific performance. The failure, for any reason, of Tenant to comply with a court-ordered injunction or order for specific performance shall constitute a breach under this Agreement.

13.3.5 RIGHT TO RECEIVER. Following the occurrence of an Event of Default, if Tenant fails after receipt of a Notice of Default to cure the default within the time period set forth in this Agreement, the Landlord, at its option, may have a receiver appointed to take possession of the interest of Tenant in the Premises with power in the receiver (a) to administer the interest in the Premises held by Tenant, (b) to collect all funds available in connection with the operation of the Premises, and (c) to perform all other acts consistent with the obligations of Tenant under this Agreement, as the court deems proper.

13.4 REMEDIES CUMULATIVE. No remedy specified in this Article XIII shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

13.5 NO ELECTION OF REMEDIES. The rights given in this Article XIII to receive, collect or sue for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Agreement, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of the Landlord upon the conditions and subject to the provisions in this Agreement to terminate the right of possession held by Tenant because of any default in or breach of any of the covenants, provisions or conditions of this Agreement beyond the applicable cure period.

13.6 SURVIVAL OF OBLIGATIONS. Nothing herein shall be deemed to affect the right of the Landlord under Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, nor shall anything herein be deemed to affect the right of the Landlord to equitable relief where such relief is appropriate. No expiration or termination of the Term by operation of law, or otherwise, and no repossession of the Improvements or any part thereof shall relieve Tenant of its previously accrued liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession.

ARTICLE XIV - GENERAL PROVISIONS

14.1 FORCE MAJEURE; EXTENSION OF TIMES OF PERFORMANCE. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, acts or omissions of the other Party, acts or failures to act of any public or governmental agency or entity (other than the Parties which shall not excuse delay in performance), or any other cause beyond the affected Party's reasonable control (all of the foregoing "Force Majeure"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within ten (10) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Tenant and the Landlord (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the City Council). Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Date of Execution.

14.2 PAYMENT FOR CITY SERVICES. Tenant shall reimburse City for any costs incurred by City to provide additional personnel or services (including, but not limited to, police services, and public works services) that are, in City's sole discretion, (i) directly related to Tenant's use of the Premises and (ii) beyond the number of City personnel or type of service normally provided by City. The charge for such reimbursement will be calculated based on the cost City charges for provision of additional personnel or

services for special events requiring a City Special Event permit, whether or not the personnel or services are related to activities or event that require the City Special Events permit.

14.3 MISCELLANEOUS.

14.3.1 SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.3.2 NOTICES. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by one of the following methods: (i) personal delivery, in which case notice is effective upon delivery;

- (i) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (ii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- (iii) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

Landlord: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention : City Manager
Telephone: (925) 252-4850
Facsimile: (925) 252-4851

Tenant: Morello Restaurant Solutions LLC
3400 Mt. Diablo Blvd., Suite 1
Lafayette, CA 94549
Attention: Cornelio Balingit
Telephone: (925) 300-8318

14.3.3 CAPTIONS; CONSTRUCTION. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Agreement with the advice of counsel, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

14.3.4 SUCCESSORS AND ASSIGNS. Subject to the restrictions on transfer set forth in Article XII, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement as if in every case so expressed.

14.3.5 SHORT FORM OF LEASE. A memorandum of Agreement will be executed by the Parties and recorded in the Official Records of Contra Costa County upon the request of either Party.

14.3.6 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California.

14.3.7 ATTORNEY'S FEES. If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

14.3.8 NO THIRD-PARTY BENEFICIARIES; DISCLAIMER OF PARTNERSHIP, LENDER/TENANT RELATIONSHIP. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties any rights or remedies hereunder. The relationship of the Parties under this

Agreement is solely that of landlord and tenant, and it is expressly understood and agreed that the Landlord does not as a result of this Agreement in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of business or otherwise by Tenant. This Agreement is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, or association as between the Landlord and Tenant.

14.3.9 ENTIRE AGREEMENT. This Agreement, together with Exhibits A and B, which by this reference are hereby incorporated herein, contains the entire agreement between the Parties relative to the transactions covered hereby. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the Parties or their representatives,

whether oral or written, are deemed to have been integrated into and superseded by this Agreement and are of no further force and effect except as expressly provided in this Agreement.

14.3.10 WAIVER; MODIFICATION. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

The City Manager, in his/her sole discretion, may make minor amendments to this Agreement. A minor amendment shall be any modification that does not make a substantive change, modification or deviation in the terms this Agreement or any Exhibits or Schedules attached hereto ("Minor Amendment"). Minor Amendments shall include, but are not limited to, the times for performance, square footage available for lease; changes in maintenance responsibilities, and improvements to the Premises.

Minor Amendments may be approved by the prior written consent of the City Manager. The City Manager's determination as to the status of any Minor Amendment is final. The City Manager also may, at his/her discretion, determine that a Minor Amendment shall be reviewed and acted upon by the City Council and not by the City Manager. No provision of this Lease may be amended except by a mutual agreement in writing signed by the parties hereto or their respective successors in interest.

14.3.11 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and of each provision hereof.

14.3.12 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

14.3.13 ACTION BY THE PARTIES. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City in its capacity as Landlord hereunder is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council unless the City Manager determines in his or her discretion that such matter requires consideration by the City Council.

14.3.14 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No member, official, employee or agent of the City shall be personally liable to Tenant or its successors in interest in the event of any default or breach by the City or for any amount which may become due to Tenant or the permitted successors in interest of Tenant pursuant to this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives in the City of Pittsburg, State of California, as of the date first written above.

LANDLORD, CITY OF PITTSBURG, a municipal corporation

By: _____
Garrett D. Evans, City Manager

APPROVED AS TO FORM

By: _____
Donna Mooney, City Attorney

Morello Restaurant Solutions LLC, a California limited liability company

By: _____
Cornelio Balingit, Proprietor

Exhibit A

Building

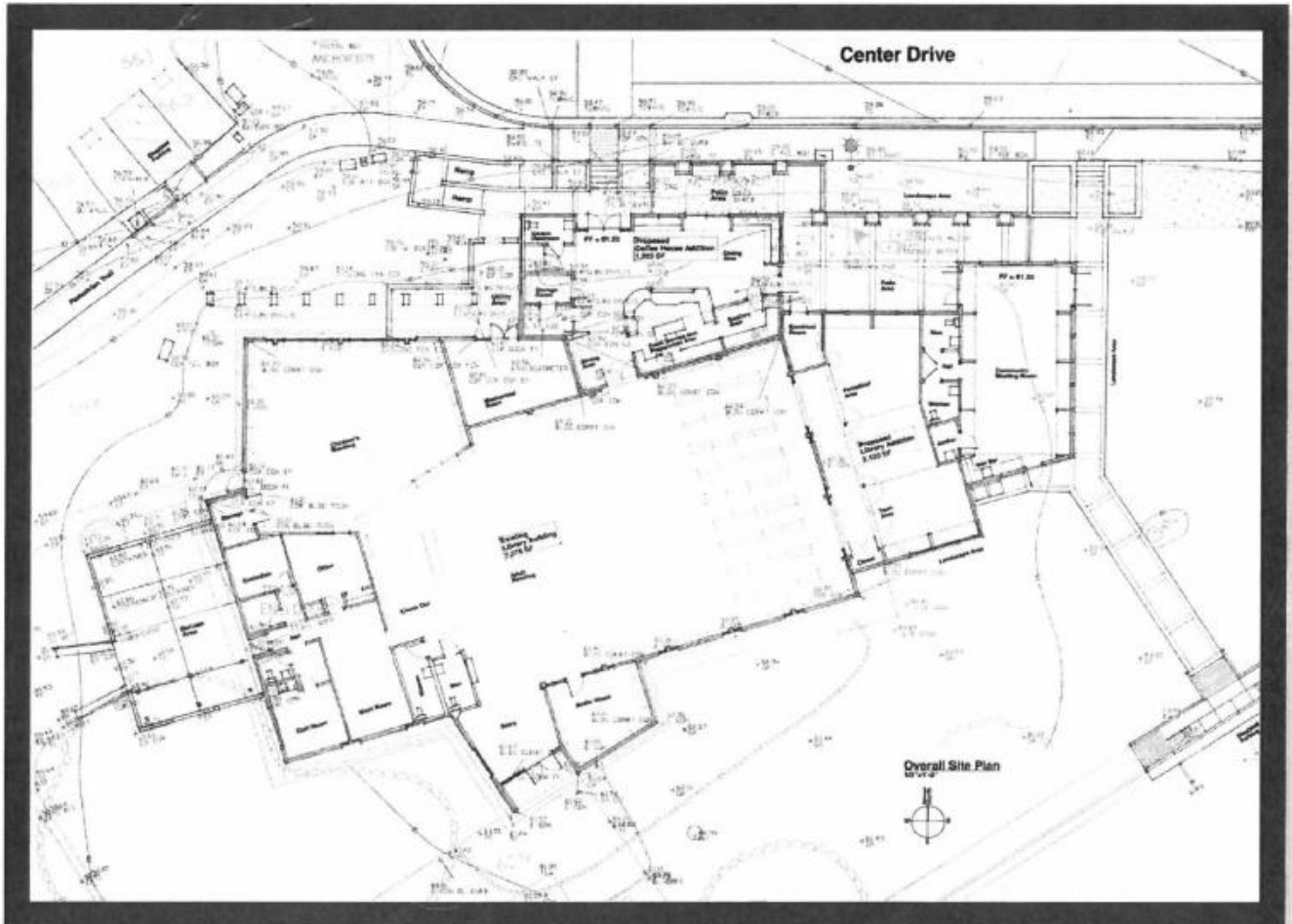


Exhibit B

Premises

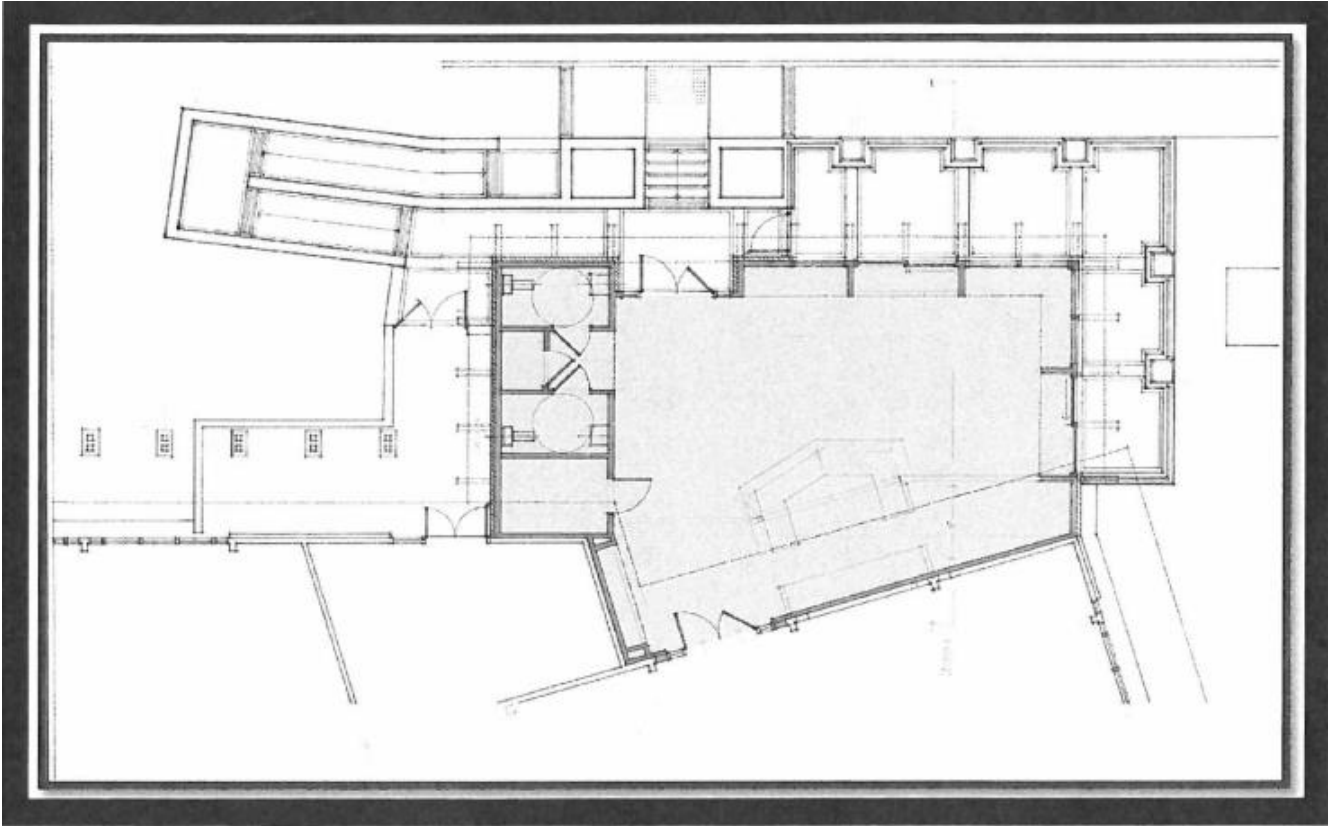


Exhibit C

Building and Common Area Costs

Building - 10,476 sf
Space - 1,280 sf (12%)

Roof

Roof Repatch

Exterior Paint

Exterior Paint Touchup as Needed

Exterior Cleaning

Landscaping



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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution Accepting \$243,000 in Funds from Construction Trade Workforce Initiative and Authorizing the Executive Director to Execute a Contract Amendment with Open Opportunities Inc.

MEETING DATE: July 1, 2024

EXECUTIVE SUMMARY

Pittsburg Power Company (PPC) is the managing partner and fiscal agent for Future Build, a pre-apprenticeship program providing East County residents with training in the building trades. The Construction Trades Workforce Initiative (CTWI) has made available to PPC funding to enhance the services offered to Future Build trainees. This item also includes a request to authorize the City Manager to execute an amendment to the existing agreement with Open Opportunities Inc. to increase the total compensation amount for the day-to-day operation of the program.

FISCAL IMPACT

Acceptance of the funds from CTWI would support the operation of Future Build and would not require any expenditure of funds previously allocated to PPC's operating budget. No City General Funds or Measure M funds are used to operate Future Building in Fiscal Year 2024/25.

All funds are to be provided to PPC and used for costs related to administration of the Future Build program. Because CTWI funds become available throughout various calendar years, any CTWI funds received in Fiscal Years 2023/24 and 2024/25 will either be spent in said fiscal year or carried forward to subsequent fiscal year periods.

RECOMMENDATION

The Governing Board of the PPC adopt the attached resolution accepting \$243,000 from CTWI and authorize the Executive Director to execute a contract amendment with OOI in an amount not to exceed \$415,000 as to take any further actions as may be necessary or appropriate to carry out PPC's obligations.

BACKGROUND

Future Build was started in 2011 as a 16-week training program in the construction trades, including solar theory and installation. The premise is to offer pre-apprentice training annually to 40 low-income area residents to nurture a pathway into well-paying jobs in the trades. Over the years, the training program has matured and gathered like-minded partners in its mission.

OOI has provided daily supervision to the Future Build training program since its inception and the Workforce Development Board provided the seed funding. Subsequent supporters and partners include the EPA, Pittsburg Adult Education, Contra Costa Building and Construction Trades Council, GRID Alternatives, Contra Costa Board of Supervisors, and as evidenced, by this recommended action, the CTWI.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

PPC proposes to accept external funding that would provide performance-based stipends to low-income trainees and supplement the placement efforts of OOI by increasing the hours of part-time placement staff. In addition, these external funds provide monies to the PPC to help defray the expenses of the training facility.

By the continued support from external sources, Future Build is successful in its mission. Future Build typically places 85% of its graduates in training related occupations at an average starting wage of \$25.68 per hour.

ATTACHMENTS: Resolution

Report Prepared By: Candace Hatch, Administrative Analyst I

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY
OF THE CITY OF PITTSBURG

In the Matter of:

Accepting \$243,000 in Funds from	)	
Construction Trade Workforce Initiative and	)	
Authorizing the Executive Director to Execute	)	RESOLUTION NO.24-
a Contract Amendment with Open	)	
<u>Opportunities Inc.</u>	)	

WHEREAS, the Pittsburg Power Company (PPC) proposes to increase its Fiscal Year 2023/24 and 2024/25 budgets as a result of Construction Trades Workforce Initiative (CTWI) making funds available to PPC to enhance the services offered to Future Build trainees; and

WHEREAS, Future Build was started in 2011 as a 16-week training program in the construction trades, including solar theory and installation. The premise is to offer pre-apprentice training annually to 40 low-income area residents to nurture a pathway into well-paying jobs in the trades. Over the years, the training program has matured and gathered like-minded partners in its mission; and

WHEREAS, the Future Build program is a partnership of PPC, Workforce Development Board, Open Opportunities Incorporated (OOI), Pittsburg Adult Education Center, Environmental Protection Agency (EPA), and the Construction Trades Workforce Initiative (CTWI); and

WHEREAS, the Future Build's managing partner is the PPC, responsible for ensuring program objectives are met, partners are in compliance with their contracts, and that expenditures are allowable and efficient; and

WHEREAS, another partner, the CTWI has made funds in the amount of \$243,000 available to Future Build to enhance services, provide direct stipends to trainee, and help the PPC in defraying the cost of operating the facility at 2555 Harbor Steet; and

WHEREAS, in the cost categories included in the current contract with OOI for such things as stipends to trainees, educational supplies and staff time dedicated to placement of trainees; and

WHEREAS, funds unspent in Fiscal Years 2023/24 and 2024/25 shall be carried forward and reprogrammed in subsequent fiscal years; and

WHEREAS, these funds that CTWI is making available to PPC increased appropriate and valuable services to low income area residents.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Pittsburg Power Company hereby accepts \$243,000 from CTWI and amend its budget; and

BE IT FURTHER RESOLVED that the Governing Board of the Pittsburgh Power Company authorizes the Executive Director to execute a contract amendment with OOI in an amount not to exceed \$415,000; and

BE IT FURTHER RESOLVED that the Governing Board of the Pittsburgh Power Company authorizes the Executive Director to take any further actions as may be necessary or appropriate to carry out PPC's obligations pursuant to this resolution.

PASSED AND ADOPTED BY THE Governing Board of the Pittsburgh Power Company of the City of Pittsburgh at a regular meeting on the 1st day of July 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Garrett Evans, Executive Secretary



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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Enter into a Contract with Contra Costa County Workforce Development Board for Future Build Cohorts 26 and 27 and Establishing the Future Build Budget for Fiscal Year 2024/25

MEETING DATE: July 1, 2024

EXECUTIVE SUMMARY

The Pittsburg Power Company (PPC) proposes to enter into a \$300,000 contract (Contract 18-466-3) with the Contra Costa County Workforce Development Board (WDB) for Future Build Cohorts 26 and 27, to be held between July 1, 2024, and June 30, 2025, and establish the Future Build Budget for Fiscal Year 2024/25.

FISCAL IMPACT

PPC was awarded a twelve-month, \$300,000 contract from WDB which will be used to reimburse PPC for the Future Build Program, Project No. 5916. The proposed Future Build budget for Fiscal Year 2024/25 is \$599,898, which includes \$300,000 from WDB. The difference of \$299,898 will be funded by various grants previously received and accepted by PPC as well as revenue generated from services provided which have been placed in PPC's Fund Balance.

No City General Fund or Measure M funding is proposed to be used to operate Future Build in Fiscal Year 2024/25.

RECOMMENDATION

The Governing Board of the PPC adopt the attached Resolution authorizing the Executive Director to enter into Contract 18-466-3 for Cohorts 26 and 27, establish the Future Build budget for Fiscal Year 2024/25, and authorize the Executive Director to take administrative actions to ensure that the funds are utilized appropriately by Future Build.

BACKGROUND

Future Build is a partnership of the PPC, WDB, Pittsburg Adult Education Center (PAEC), Environmental Protection Agency (EPA), Contra Costa Building and Construction Trades Council, GRID Alternatives, Northern California Laborers Training, California Workforce Trades Initiative, and Open Opportunities, Inc. (OOI) to provide low-income East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation. Each training session is referred to as a cohort.

Future Build's managing partner and fiscal agent is the PPC. OOI provides case management, solar training, and day-to-day program supervision and administration of the skill-based instructional staff. PAEC provides general academic and life skills instruction. Northern California Laborers provide EPA required trainings. The Contra Costa Building and Construction Trades Council provides tools and instruction from its member trade unions as well as general orientations into the construction related trades. GRID Alternatives provides solar installation training while providing local lower income area residents with free solar panels.

PPC and WDB have been partnering to provide Future Build training since 2012 and have completed 25 successful cohorts.

SUBCOMMITTEE FINDINGS

This item was not discussed in a subcommittee.

STAFF ANALYSIS

Future Build provides a life-changing experience for the trainees that leads to reengagement in the workforce and post-secondary educational opportunities. Pre-apprenticeship training, classroom and laboratory are combined in practical applications in the field. The practical applications can also be referred to as "community benefit projects." Community benefit projects allow trainees to put into practice what they have learned by improving facilities in public housing projects, solar installations of homes for low-income residents, schools, and public recreational facilities such as parks. Some of Future Build's efforts includes the completion of the rehabilitation at the Pittsburg Police Department shooting range facility, solar installations, in partnership with GRID alternatives, of area residences, Small World Park repairs and improvements, and the rehabilitation of Buchanan Park picnic area.

PPC proposes to enter into Contract Number 18-466-3, whereby WDB will reimburse PPC up to \$300,000 for Future Build's program. Funding from outside sources such as WDB, EPA, California Workforce Trades Initiative, and the aforementioned foundations enable PPC to continue Future Build's program and help those individuals interested in a career in the construction and solar industries.

Future Build's current curriculum is designed to provide graduates with the skills needed to seek and retain employment as well as fulfill community needs like environmental assessment and cleanup and close the skilled environmental market gap.

Future Build has a high graduation rate and in the last five years, the graduation rate has been no lower than 93%. The average wage earned by a Future Build graduate is \$25.58 per hour. Continuance of the Future Build program will improve the quality of life for its participants because they will receive improved skills and potentially an increase in wages upon graduation.

	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Admission	46	39	38	40	40
Graduation	46	38	36	40	37
Success Rate	100%	97%	95%	100%	93%

ATTACHMENTS: Resolution
Contract 18-466-3

Report Prepared By: Candace Hatch, Administrative Analyst I

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY
OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Executive Director to Enter into)	
A Contract with Contra Costa County Workforce)	
Development Board for Future Build Cohorts 26)	RESOLUTION NO. 24-
And 27 and Establishing the Future Build Budget)	
<u>For Fiscal Year 2024/25)</u>	

WHEREAS, the Future Build Program (Future Build) is a partnership of the Pittsburg Power Company (PPC), Contra Costa Workforce Development Board (WDB), Pittsburg Adult Education Center, Environmental Protection Agency (EPA), Contra Costa Building and Construction Trades Council, GRID Alternatives, Northern California Laborers Training, California Workforce Trades Initiative, and Open Opportunities, Inc. to provide East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation; and

WHEREAS, Future Build's managing partner and fiscal agent is the PPC; and

WHEREAS, PPC and WDB executed the initial contract in April 2012. PPC and WDB executed subsequent contracts in the following years, continuing the funding for the Future Build Program; and

WHEREAS, PPC proposes to enter into a new contract (Contract 18-466-3) with WDB for Future Build's Cohort 26 for July 1, 2024 through December 31, 2024 and Cohort 27 for January 1, 2025 through June 30, 2025; and

WHEREAS, PPC was awarded a twelve-month, \$300,000 contract from WDB which will be used to reimburse PPC for payments made for efforts associated with the Future Build Program; and

WHEREAS, the Future Build budget for Fiscal Year 2024/25 is \$599,898 which includes \$300,000 from WDB. The difference of \$299,898 will be funded by grants previously received and accepted by PPC and revenue generated from services provided which have been placed in PPC's Fund Balance; and

WHEREAS, Future Build's current curriculum is designed to provide graduates with the skills needed to seek and retain employment as well as fulfill community needs like environmental assessment and cleanup and close the skilled environmental market gap.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby authorizes the Executive Director to enter into Contract 18-466-3 with Contra Costa County Workforce Development Board for Future Build Cohorts 26 and 27, establishes the Future Build budget of \$599,898 for Fiscal Year 2024/25, and authorizes the Executive Director to take actions to ensure that the funds are utilized appropriately by Future Build.

PASSED AND ADOPTED by the Governing Board of the Pittsburgh Power Company of the City of Pittsburgh at a regular meeting on the 1st day of July 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Garrett Evans, Executive Secretary

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number: 18-466-3
Fund/Org: 5608
Account: 2310
Other: W08
CFDA/AL 17.258

1. **Contract Identification.**

Department: Employment and Human Services

Subject: Pre-Apprenticeship Construction Program for Workforce Innovation and Opportunity Act (WIOA)
Eligible Clients

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Pittsburg Power Company

Capacity: Public Entity

Address: 65 Civic Avenue, Pittsburg, CA 94565

3. **Term.** The effective date of this Contract is July 1, 2024. It terminates on June 30, 2025 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed
\$ 300,000.00.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

N/A

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number: 18-466-3
Fund/Org: 5608
Account: 2310
Other: W08
CFDA/AL: 17.258

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

California Government Code section 26227

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chair/Designee	By: _____ Deputy

CONTRACTOR

Signature A Name of business entity: Pittsburg Power Company, a Public Entity	Signature B Name of business entity: Pittsburg Power Company, a Public Entity
By: _____ (Signature of individual or officer)	By: _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable.)

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: 
Designee

FORM APPROVED BY COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services – Long Form)

Number: 18-466-3

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: 

Designee

FORM APPROVED BY COUNTY COUNSEL

By: 

Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

PAYMENT PROVISIONS
(Cost Basis Contracts - Long and Short Form)

1. **Payment Basis.** Subject to the Payment Limit, payments to Contractor for all services provided for County under this Contract shall only be for allowable costs that are actually incurred in the performance of Contractor's obligations under this Contract.

2. **Payment Amounts.** Subject to later adjustments in total payments as provided below and subject to the Payment Limit of this Contract, County will pay Contractor as full compensation for all services, work, expenses or costs provided or incurred by Contractor:
[Check one alternative only]

☐ a. \$ monthly, or
☐ b. \$ per unit, as defined in the Service Plan, or
☒ c. An amount equal to Contractor's allowable costs that are actually incurred each month, but subject to the "Budget of Estimated Program Expenditures" included in the Service Plan.
☐ d. As set forth in Paragraph 1. of the Service Plan.

3. **Allowable Costs.** Contractor's allowable costs are only those which are determined in accordance with:

[Check applicable alternative]

☐ a. Such State regulations and documents as are set forth in the Service Plan regarding accounting guidelines, including standards for determining allowable or non-allowable costs.

☐ b. Department of Health and Human Services Administration of Grants Federal Regulations Title 45 Part 74 including any amendments thereto and the applicable Subpart listed hereunder; and other documents specified in the Service Plan regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth in the Service Plan for determining the allowability of selected items of costs of providing the services. Place a checkmark next to the applicable subsection.

☐ (1) Federal Management Circular A-87, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.
☐ (2) OMB Circular A-122, including any amendments to the Circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by nonprofit organizations (other than government agencies, educational institutions, and hospitals).
☐ (3) 41 CFR Subpart 1-15.2 shall be used for profit organizations other than hospitals.
☐ (4) OMB Circular No. A-21, including any amendments to the Circular published in the Federal Register by OMB shall be the principles to be used for determining allowable costs by educational institutions (other than for-profit institutions).
☐ (5) Appendix E Subpart Q Section 74.173 shall be used for determining costs of research, development work, and other activities for determining allowable costs.

Initials: _____
Contractor County Dept.

PAYMENT PROVISIONS
(Cost Basis Contracts - Long and Short Form)

- ☒ c. Part IV Department of Labor, Employment and Training administration, 20 CFR Part 674, Section 674.402 and any amendments thereto; and California Department of Aging Title V Operations Handbook, 1987, Section 505.4 and any amendments thereto.
4. **Payment Demands.** Contractor shall submit written demands on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of said payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 2. (Payment Amounts) above.
5. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 4. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
6. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
7. **Cost Report and Settlement.** No later than forty-five (45) days following the termination of this Contract, Contractor shall submit to County a cost report in the form required by County, showing the allowable costs that have actually been incurred by Contractor under this Contract. If the cost report shows that the allowable costs actually incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the payment limit of this Contract, County will remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the contract payment limit. If the cost report shows that the payments made by County exceed the allowable costs actually incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.
8. **Audits.** The records of Contractor may be audited by the County, State, or United States government, in addition to any certified cost report or audit required by the Service Plan. Any certified cost report or audit required by the Service Plan shall be submitted to County by Contractor within such period of time as may be expressed by applicable state or federal regulations, policies or contracts, but in no event later than 18 months from the termination date of this Contract. If such audit(s) show that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then Contractor shall pay County within 30 days of demand by County any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then County agrees to pay Contractor any such excess amount, provided that payments made, together with any such excess payment, may not exceed the contract payment limit.

Initials: _____
Contractor County Dept.

PAYMENT PROVISIONS
(Cost Basis Contracts - Long and Short Form)

9. **Audit Exceptions.** In addition to its obligations under Paragraph 8. (Audits) above, Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor County Dept.

I. Purpose

The purpose of this Contract is to establish the responsibilities of Pittsburg Power Company (Contractor) and the Contra Costa County Employment and Human Services Department (EHSD or County) on behalf of the Workforce Development Board of Contra Costa County (WDBCCC). The Contractor will manage and implement a pre-apprenticeship construction program targeting low-income underserved individuals in East Contra Costa County.

II. Contractor Obligations

Contractor will provide the following services:

- A. Program Regulations. Contractor will administer and operate a pre-apprenticeship construction program for individuals that meet the criteria for Workforce Innovation and Opportunity Act (WIOA) Adult Program eligibility as outlined in the WIOA legislation of 2014 and provide effective programmatic and administrative oversight of the same.
- B. Program Overview. Contractor's service activities will focus on providing services to individuals with barriers to employment who are interested in developing practical job and life skills to better equip them to succeed in their educational and career endeavors. Contractor will provide eligible participants who encounter multiple barriers to employment with a network of services and support that facilitate access to and success in academic and career preparation.
- C. Project Management. Elements of Contractor's Project/Management Program will include:
 - 1. Working with identified key partners to complete training design details that address high school credit deficiencies, General Equivalency Diploma (GED) preparation, and pathways to post-secondary options including Registered Apprenticeships. These key partners will be identified by either Contractor, or the WDBCCC.
 - 2. Adoption and integration of the Building Trades Multi-Craft Core Curriculum (MC3) into program design and service delivery.
 - 3. Establishing collaborative processes among partnering entities.
- D. Service Levels. Contractor will continue to serve existing WIOA enrolled participants and will enroll and serve a minimum of forty (40) new WIOA eligible adult participants (target age 18-30 years old) in East Contra Costa County. Only enrolled Adult Program participants engaged in legitimate WIOA activities will count toward service levels.

- E. Direct Service Elements. Contractor will provide the following direct services to all eligible WIOA Adult Program participants. Direct Service Elements include:
1. Recruitment of participants and related, outreach, and orientation.
 2. Eligibility determination and enrollment in the Program of at least forty or more (40+) individuals, who are receiving public assistance or otherwise meet eligibility requirements under the WIOA Adult definition.
 3. Objective Assessment of each participant's academic level, skill levels, employment barriers and service needs. The assessment should include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs. Contractor will conduct pre-employment and post-employment assessments using the tools designated by local, state, and federal policy. Contractor must use assessment tools approved by the Department of Labor (DOL), the California Employment Development Department (EDD) and/or the WDBCCC.
 4. Develop individual employment plans that will identify an employment also a educational goal.
 5. Provision of sixteen (16) week pre-apprenticeship training courses to all eligible participants in the building trades, solar theory, construction and installation.
 6. Delivery of the full scope of the Multi-Craft Core Curriculum (MC3).
 7. Classroom training combined with on- the- job training (OJT)/work-based learning (WBL) resulting in the opportunity for participants to earn industry-recognized certificates after completion of program.
 8. Training that follows the 75/25 approach for instruction: student will be engaged in hands-on learning 75% of the time and 25% of the time will be in lecture, group discussion or virtual/workbook exercises.
 9. Practical hands-on work will be provided by supervised on-site work at various East County locations providing a hands-on learning experience and a community benefit.
 10. Training referrals including basic skills remediation, GED preparation, contextualized English as Second Language (ESL), if these services are not directly provided by the Program.
 11. Educational and pre-vocational services that prepare individuals to meet the entry requisites of one or more Registered Apprenticeship (RA) program as described

by DOL. These services can also meet the entry requisites for job search seminars and job development workshops.

12. Offer employment referrals to Program participants.
13. Help with and provide job placement and tracking.
14. Supportive services such as transportation assistance, childcare assistance, work-related tools, or any other supportive service that is allowable under WIOA (these services may be provided through referrals).
15. Information and referral services, including resources for additional assessment to all eligible participants' regardless of enrollment status. This will include information on services available through the local America's Job Center of California (AJCC) Career Centers, Contractor partners or other service providers and referrals to appropriate training and educational programs.
16. Post Program follow-up services as appropriate for a minimum of one (1) year including provision of support services, referrals to other resources, employment retention services, and additional job search assistance.

F. Reporting Requirements.

1. **Management Information System Information/Tracking.** Contractor will create and maintain a case file for every WIOA Program participant, which will include information on and documentation required by WIOA, EDD or WDBCCC. Contractor will use the CalJOBS System (electronic case management system) to record all Program activities, services and outcomes. Contractor will make sure participant information in the CalJOBS System is current and accurate at all times.
2. **Presentation to the Board.** Contractor will present an in-person report to the WDBCCC Full Board or to an appropriate Committee, as determined by WDBCCC, at least once during the Contract term.
3. **Quarterly Reports.** A written, quarterly report summarizing participant information for the previous quarter's services/activities will be provided to WDBCCC staff no later than the 20th of the following month of when quarter ends. The report will include the following:
 - a. Number of active enrollments;
 - b. Number of participants receiving follow-up services;
 - c. Documentation of referral to partner agencies; and
 - d. Number of partnerships in place.

4. Additional Monthly Reporting Requirements. Additional monthly reports may be required by the WDBCCC. WDBCCC staff and Contractor will coordinate presentation format and timelines for additional reports.

G. Partnerships.

1. Contractor will support current partnerships and seek the development of new partnerships to provide the best possible array of services to participants. Contractor will participate in the East County Workforce Integration Network (WIN) meetings at least once during the Contract term. WIN is a group of partners committed to working together to create a broader, more integrated, seamless system of workforce services designed to leverage public and private resources, enhance access to WIN member services, and improve long term outcomes for individuals using these services.

Contractor will participate in discussions related to any programmatic re-design with the WDBCCC, the local Building Trades Council, and other partners to ensure the most effective Program possible.

H. Performance Outcomes.

1. Contractor will achieve the proposed program Performance Outcomes (reference Attachment B). Achievement of 90% of the proposed goal will be considered meeting performance.
2. This Contract does not establish an exclusive Contract between County and Contractor. The WDBCCC and County expressly reserve all of their rights, including but not limited to the right to utilize others to perform services of the type specified in this Contract.

I. Federal Subaward Conditions.

Contractor will adhere to all requirements as set forth in Attachment C, Federal Subaward Conditions attached hereto and incorporated herein.

J. Information Security.

Contractor will comply with the Information Security Addendum (Attachment E), which is attached hereto and incorporated by reference, regarding Personally Identifiable Information (PII) and County Data.

K. Contingency Plans.

Communicate contingency plans with WDBCCC Program Manager when unplanned and planned manmade or natural disasters occur (e.g., fire, earthquake, power outage, pandemic), and short term and long-term program delivery plans and expectations.

Contractor will identify impacted clients (if any), navigate referrals (if applicable) online/offline, and communicate emergency responses as needed. Contingency plans should be made available in advance of disasters occurring, for situations that can be “pre-planned” for preparedness.

III. County Obligations

County will:

- A. Review Contractor program operations reports, evaluate the use of Contract funds and ability to meet outcome goals and objectives. County may elect to amend this Contract based upon its review of Contractor’s program and fiscal operations.
- B. Conduct at least one (1) monitoring visit during the term of this Contract. Visit will include, but will not be limited to, review of participant files and Contractor fiscal records.
- C. Designate WDBCCC staff to provide technical assistance on programmatic and/or regulatory issues. WDBCCC staff will respond to Contractor requests for information in a timely manner, not to exceed five (5) business days.

IV. Payment Provisions

- A. County’s total payments to Contractor under this Contract shall not exceed **\$300,000.00** (the “Payment Limit”).
- B. Subject to the Payment Limit, Payment Provisions, and funding availability, Contractor will be paid for services as set forth in Attachment A: Budget of Estimated Program Expenditures, which reflect allowable costs. Specific budget line items may vary up to 10% (one time for the Contract term) without prior County approval. Items that vary more than 10% will require approval from County prior to expenditure and are not to exceed the total Contract payment limit.
- C. This is a monthly cost reimbursement contract. At no time are unexpended funds carried over or available beyond the period stated in the Contract. Under no circumstance will Contractor’s administrative / indirect costs exceed 10% of the total Contract Payment Limit.
- D. Payment to Contractor will be linked to timely receipt by County of all appendices noted in this Service Plan, reports required of Contractor under Section II.F (Reporting Requirements), and Contractor’s delivery of service. County demand form must include supporting documentation with an expense detail against budget limit items and invoice sheet. Contractor agrees to provide satisfactory documentation of participant enrollment and service activities. County retains the right to reasonably withhold payment until it can reconcile expense details with required reports. Demands may be sent via email with a cc

to the WDB Program Manager to the contacts stated in section VI. Authorized Contacts below.

- E. Demands for payment must be submitted monthly on County Demand Form D-15, reference Attachment D, with documentation attached detailing monthly expenditures, as well as service delivery. Completed demands will be submitted not more than thirty (30) days following the end of the billing period, **with the exception of the fiscal year final demand for the month of June, which should be submitted within 10 days of the next month no later than July 10th.**
- F. Upon approval of the demand, the demand will be submitted for payment.
- G. In the event of any conflict between this provision and any other provision of this Contract, including but not limited to the provisions of Standard Form P-2, this provision governs.

V. Additional Provisions

- A. Monitoring and Compliance: Contractor may be visited at any time by County, State of California, DOL, or Agents of these units of government, and others who have a direct concern in administration of WIOA programs. All WIOA participant-related records should be available for review. All program areas will be subject to examination including, but not limited to, review of participant files and applications, and WIOA program financial records and original source documents. WIOA participants may be interviewed to verify eligibility, to ensure compliance with WIOA requirements and to ensure provision of adequate service as prescribed by this Contract. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of agencies partnering with the Contractor to ensure provision of agreed upon services.
- B. Corrective Action Notice and Probationary Status. Contractor agrees to perform in a competent and timely manner all of its obligations under this Contract.
 - 1. If the Contractor fails to properly perform any of its obligations under this Contract, WDBCCC staff will send a written Corrective Action Notice to the Contractor. The Corrective Action Notice will list areas of noncompliance and corrective action required to resolve the noncompliance items noted.
 - 2. No later than fifteen (15) days after mailing of the Corrective Action Notice, Contractor shall submit a written corrective action plan, which will respond to each of the items of noncompliance identified in the Corrective Action Notice, and state whether the noncompliance has been resolved.
 - 3. Failure to resolve those items noted in the Corrective Action Notice will result in the following: 1) written notification to the WDBCCC that Contractor failed to comply with the Corrective Action Notice; and 2) a letter indicating the County's

intent to terminate the Contract as provided in Paragraph 5 of the General Conditions.

- C. Subrecipient Monitoring. If Contractor further passes through federal funds of this subaward, Contractor will make case-by-case determinations whether each agreement it makes for the disbursement casts the party receiving the funds in the role of a subrecipient or a Contractor.
1. Contractor will include information required by 2 CFR §200.332 (Requirements for pass through entities) in each subrecipient's Contract.
 2. Contractor will monitor its subrecipients consistent with the requirements outlined in the Federal rule and applicable sections of the Code of Federal Regulations including 2 CFR §200 (Uniform Guidance).
 3. Contractor will evaluate each subrecipient's risk of noncompliance to determine the appropriate fiscal monitoring level, monitor the fiscal activities of subrecipient organizations to ensure that the subaward is in compliance with applicable Federal statutes and regulations and terms of the subaward, and verify that subrecipients are audited as required by Subpart F of 2 CFR §200.
 4. Contractor will retain documentation to prove that determinations and monitoring were conducted during the Contract term.
 5. EHSD, as a pass-through entity, may request these documents during fiscal monitoring.

VI. Authorized Contact Information

Both parties agree to use the following contacts for all communication (online, phone, or hardcopy) related to this Contract. Specific contact information for phone numbers and emails will be provided by EHSD.

Employment and Human Services Department
Workforce Development Board
Attn: Workforce Services Specialist/Program Manager
4071 Port Chicago Highway, Suite 250
Concord, CA. 94520

Pittsburg Power Company
Attn: Administrator/Pre-Apprenticeship Program Manager
65 Civic Avenue
Pittsburg, CA 94565

Attachments

- Attachment A: Budget of Estimated Program Expenditures
- Attachment B: Performance Outcomes Table
- Attachment C: Federal Subaward Conditions
- Attachment D: County Demand Form D-15
- Attachment E: Information Security Addendum

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
Workforce Innovation and Opportunity Act of 2014

1. **Compliance.** In performance of this subaward agreement, Contractor or Subrecipient will fully comply with:
 - A. The provisions of the Workforce Innovation and Opportunity Act (WIOA).
 - B. 29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
 - C. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
 - D. Title 2, Code of Federal Regulations (CFR) Part 200 (Office of Management and Budget Guidance) and Appendices. [OMB Guidance].
 - E. Title 2, CFR Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
 - F. The provisions of the Jobs for Veterans Act (38 U.S.C. § 4215 (a)) as the law applies to Department of Labor (DOL) job training programs.
 - G. Contractor or Subrecipient will ensure diligence in managing programs under this subaward agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.
2. **Nondiscrimination Clause:** As a condition to the award of financial assistance from the DOL under Title I of WIOA, the Contractor or Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - A. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
 - B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
 - F. Equal Employment Opportunity provisions identified in 41 CFR Part 60, including 41 CFR § 60-1.4

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
Workforce Innovation and Opportunity Act of 2014

The Contractor or Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's or Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Contractor or Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Contractor or Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

3. **Drug-Free Workplace Requirement:** Contractor or Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - B. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - C. Every employee who works on the proposed subaward agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the subaward agreement.
 - D. Failure to comply with these requirements may result in suspension of payments under this subaward agreement or termination of the subaward agreement or both, and Contractor or Subrecipient may be ineligible for award of any future subaward agreements if the Pass-through Entity determines that any of the following has occurred: the Contractor or Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350, et seq.)
4. **Additional Assurances**
- A. Contractor or Subrecipient will comply with the provisions of the Hatch Act of 1939, which limit the political activity of certain State and local government employees.
 - B. Air/Water Pollution violation certification: Under the State laws, the Contractor or Subrecipient shall not be:
 - 1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
Workforce Innovation and Opportunity Act of 2014

- 2) subject to cease and desist order not subject to review issued pursuant to the California Water Code § 13301 for violation of waste discharge requirements or discharge prohibitions; or
- 3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- C. Clean Air Act: Contractor or Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- D. Solid Waste Disposal Act: Contractor or Subrecipient shall comply with Section 6002 of the Solid Waste Disposal Act, as amended and 40 CFR Part 247 for procurement items in excess of \$10,000.
5. **Property Management Requirements.** Contractor or Subrecipient shall comply with applicable requirements established by County or under 2 CFR § 200.310 through 200.316, regarding the ownership, use, and disposition of equipment purchased with WIOA funds. Contractor or Subrecipient shall establish a control system to ensure adequate safeguards to prevent loss, damage, or theft to such property, including equipment. Contractor or Subrecipient shall investigate and fully document any loss, damage, or theft to property.
6. **Procurement Standards.** The Contractor or Subrecipient must use the methods of procurement in accordance with 2 CFR § 200.320.
7. **Nepotism.** Contractor or Subrecipient shall comply with the Federal restriction prohibiting nepotism (5 U.S.C. § 3110). Pursuant thereto, Contractor or Subrecipient shall not hire any person in an administrative capacity or staff position funded under this Agreement if a member of the person's immediate family is already employed in an administrative capacity by Contractor or Subrecipient.
8. **Sectarian Activities.** The Contractor or Subrecipient certifies that this subaward agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the California Constitution, regarding separation of church and state.
9. **Davis-Bacon Wage Rates.** Contractor or Subrecipient shall comply with applicable regulations of the DOL regarding payment of prevailing wage rates to all laborers and mechanics employed by Contractor or Subrecipient or any subcontractor or Subrecipient in any construction, alteration, or repair, including painting and decorating, of projects, buildings or works which are assisted under this Agreement, in accordance with the Davis-Bacon Act (40 U.S.C. § 3141, et. seq.). Compliance with Davis-Bacon Act (40 U.S.C. § 3141 – 3144 and §3141 – 3148) is required for prime construction contracts in excess of \$2,000.
10. **Contract Work Hours and Safety Standards.** Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) for contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
Workforce Innovation and Opportunity Act of 2014

11. **WIOA Participants Complaints.** Contractor or Subrecipient shall provide a process through which WIOA participants shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.
12. **Debarment and Suspension Certification.** By signing this subaward agreement, the Contractor or Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Contractor or Subrecipient), to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible (such as being listed on the Excluded Parties List System in the System for Award Management, or SAM), or voluntarily excluded from covered transactions by any federal department or agency.
 - B. Have not within a three-year period preceding this subaward agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
 - D. Have not within a three-year period preceding this subaward agreement had one or more public transactions (federal, state or local) terminated for cause of default. Where the Contractor or Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
13. **Lobbying Restriction.** By signing this subaward agreement, the Contractor or Subrecipient hereby assures and certifies to the lobbying restrictions in 2 CFR § 200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
 - A. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of

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Congress, in connection with this subaward agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- C. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subaward agreement transactions over \$100,000 (per OMB) at all tiers (including subaward agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all Contractor or Subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

14. **Assurance of Non-Duplicative Billing.** Contractor or Subrecipient shall ensure that all amounts billed for services under this Agreement shall not be billed under any other contract that provides the same services to the same clients.

15. **Intangible and Intellectual Property Provisions.**

Federal Funding

- A. Pursuant to 2 CFR § 200.315, if any subaward, funded in whole or in part by the federal government, acquires the title to intangible property, as defined in 2 CFR § 200.59 as including Intellectual Property, which results directly or indirectly from the subaward, the federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR § 2900.13, Intellectual Property developed under this subaward will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.
- B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

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- D. The Federal Government has the right to:
- 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
 - 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E. Freedom of Information Act (FOIA).
- 1) In response to a FOIA request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. § 552(a)(4)(A)).
 - 2) Published research findings means when:
 - a. Research findings are published in a peer-reviewed scientific or technical journal; or
 - b. A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. “Used by the Federal Government in developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
 - 3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:
 - a. Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
 - b. Personnel and medical information and similar information, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

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- F. Title to intangible property and debt instruments acquired under an award or subaward vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without written approval of the grant officer. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of 29 CFR § 95.36(e).

16. **Confidentiality Requirements:** The State of California and the Contractor or Subrecipient will exchange various kinds of information pursuant to this subaward agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Pass-through Entity and Contractor or Subrecipient agree that:

- A. Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- B. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- C. The Contractor or Subrecipient agrees that information obtained under this subaward agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
- 1) **Aggregate Summaries:** All reports and/or publications developed by the Contractor or Subrecipient based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - 2) **Publication:** Prior to publication, Contractor or Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.

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- 3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- D. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- E. The Contractor or Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (925) 677-3001. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Contractor or Subrecipient shall cooperate with the Pass-through Entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If the Contractor or Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subaward, then the Contractor or Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

- F. The Contractor or Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subaward. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- G. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- H. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code, and other applicable local, state and federal laws and regulations.
- I. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- J. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying

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confidential information, such as, shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

- K. If the Pass-through Entity or Contractor or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Contractor or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor or Subrecipient(s), service providers, or employees.
- L. The Contractor or Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS. Contractor or Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subaward agreement, the confidentiality requirements of this subaward agreement and any other terms of this subaward agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:
- 1) All client information submitted over the internet to the subcontractor or Subrecipient's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' Social Security numbers must be stored in a separate database within the subcontractor or Subrecipient's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor or Subrecipient receives client Social Security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, Social Security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor or Subrecipient obtains confidential information as an agent of the Contractor or Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.
 - 2) Client information (personal information that identifies a client such as name and Social Security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor or Subrecipient's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.

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- 3) An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor or Subrecipient. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor or Subrecipient's resume-distribution services, or any other services subcontractor or Subrecipient offers to the client or the AJCC Operator.
 - 4) The subcontractor or Subrecipient must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor or Subrecipient offers. The subcontractor or Subrecipient shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's or Subrecipient's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - 5) When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Contractor or Subrecipient. The Contractor or Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.
- M. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

Contra Costa County, Employment and Human Services Department designee is:

CCC-EHSD
Information Security Officer, Information Systems Manager II
300 Ellinwood Way
Pleasant Hill, CA 94523
Telephone: (925) 677-3001

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1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

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5. Termination and Cancellation.

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. Modifications and Amendments.

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

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10. Choice of Law and Personal Jurisdiction.

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

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addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

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them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

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24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

BUDGET CATEGORY DESCRIPTION	BUDGETED COST REIMBURSEMENT AMOUNT
PERSONNEL AND FRINGE BENEFITS	\$ -
OPERATING COSTS	\$ 15,000.00
Facilities and Infrastructure - Rent and Facilities of the program site used solely for the benefit of the Future Build pre-apprenticeship construction program which include: classroom/conference room, program offices and construction workshop.	
OTHER COSTS	\$ 282,360.00
Consultants - Future Build Administrator- Budget review, invoices/demands, contract administration, monitor and supervise the work of the sub-recipients. Consult with WDB/EHSD.	10,000.00
Contracts - Open Opportunities for Future Build Program Operations (staffing, participant costs, program services, supplies, trainings, job development, case management, curriculum.	272,360.00
PARTICIPANT COSTS	\$ 2,640.00
Participant drug screening.	
INDIRECT OVERHEAD AND/OR ADMINISTRATIVE COSTS	\$ -
COST REIMBURSEMENT AMOUNT	\$ 300,000.00
BUDGET - IN-KIND MATCH (If Applicable)	IN-KIND AMOUNT
IN-KIND MATCH	\$ -
IN-KIND AMOUNT	\$ -
Cost Reimbursement Amount	\$ 300,000.00
In-Kind/Match Amount	\$ -
Total Budget	\$ 300,000.00

Initials: _____

Contractor County Dept.

Table of Contract Deliverables/ Performance Outcomes/Pittsburg Power

<i>Performance Measures</i>	<i>Definitions</i>	<i>Proposed</i>
Employment Rate-2 nd Quarter after exit	The percentage of participants who are in unsubsidized employment during the 2 nd quarter after program exit	85%
Employment Rate in Quarter After Exit	The percentage of participants who are in employment, education or training during the 4 th quarter after program exit.	85%
Median Earnings- 2 nd Quarter after Exit	The median earnings of participants who are in employment during the 2 nd quarter after program exit	\$19/per hour
Credential Attainment	The percentage of participants enrolled in an education or training program who obtain a recognized credential or secondary diploma/equivalent during participation or within 1 year after program exit	95%
Measurable Skills Gain	Percentage of participants in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational or other forms of progress towards such a credential or employment	95%
Effectiveness in Serving Employers	Propose to achieve an 85%placement rate in the field for which trainees were trained at an average wage of \$19.00 per hour with effectiveness by having experienced staff in the trades as guest speakers, successful employers and employees in the construction related fields	85%
Other: California Driver's License	The percentage of participants who enter the training program without a valid driver's license but who exit the training with one	95%
Other: Relevant Certifications (related to credentials/measurable skills gains)	The percentage of participants who receive all of the possible certifications including OSHA 10, HAZWOOPER140, Construction Math, MC3, PACT, Refinery Safety card, forklift certification, Solar Technology Certification, Traffic Control, Emergency Response and Confined Space Entry	70%
* Subject to change at WDBCCC discretion		

Federal Subaward Conditions

- I. The contract meets the conditions of a Federal subaward and the Contractor is subject to the Subrecipient provisions in 2 CFR § 200.
- II. Definitions:
 - A. CFR means Code of Federal Regulations
 - B. CFDA means Catalog of Federal Domestic Assistance
 - C. Subrecipient — Title 2 CFR section § 200.93
Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
 - D. Subaward — Title 2 CFR section § 200.92
Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
 - E. Pass-through Entity — Title 2 CFR section § 200.74
Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
- III. The pass-through entity is the County of Contra Costa.
- IV. The Subrecipient is Pittsburg Power Company
- V. The Subrecipient's unique identification number is DS5LP1EQ6Z95
- VI. If applicable, the Federal Award Date is 04/1/2023
- VII. If applicable, the Federal Award Identification Number (FAIN) is 23A55AY000012
- VIII. The Subaward Period of Performance is from 7/01/2024 to 6/30/2025
- IX. The total amount of Federal Funds Obligated to the subrecipient in this Federal subaward award is: \$ 300,000.00
- X. The CFDA Number is 17.258
- XI. The Federal Program Title is Workforce Innovation and Opportunity Act (WIOA) Adult Program
- XII. The Subrecipient's federally approved indirect cost rate agreement is incorporated by reference if the Subrecipient's budget submitted includes a federally approved indirect cost.
- XIII. The Subrecipient shall use the Federal award in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

44	D	VENDOR NO.				A/C

DEMAND
On the Treasury of the
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

DATE ____ / ____ / ____

Made By:

NAME	(LAST)	(FIRST)
ADDRESS		
CITY, STATE	ZIP CODE	

IMPORTANT
See Instruction on Reverse Side

--	--	--	--	--	--	--	--	--	--

For the sum of _____ Dollars \$ _____

As itemized below:

DATE	DESCRIPTION	AMOUNT

The undersigned under the penalty of perjury states: That the above claim and the items as therein set out are true and correct; that no part thereof has been heretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

Signed _____

VENDOR NO.

Received, Accepted, and Expenditure Authorized _____

DEPARTMENT HEAD OR CHIEF DEPUTY

SUM NO.	INV. DATE	DESCRIPTION	FUND/ORG.	ACCOUNT	ENCUMBRANCE NO.	P/C	PAYMENT AMT.
				TASK	OPTION	ACTIVITY	DISCOUNT AMT.
							\$
SUM NO.	INV. DATE	DESCRIPTION	FUND/ORG.	ACCOUNT	ENCUMBRANCE NO.	P/C	PAYMENT AMT.
				TASK	OPTION	ACTIVITY	DISCOUNT AMT.
							\$
SUM NO.	INV. DATE	DESCRIPTION	FUND/ORG.	ACCOUNT	ENCUMBRANCE NO.	P/C	PAYMENT AMT.
				TASK	OPTION	ACTIVITY	DISCOUNT AMT.
							\$

This Information Security Addendum is part of the Contract to which it is attached between the County, on behalf of its Employment and Human Services Department ("EHSD"), and Contractor, and sets forth additional Contractor obligations relating to the privacy and security of County Data (as defined below). By entering into the Contract, Contractor agrees to the following.

A. Personally Identifiable Information (PII) and County Data.

1. As a result of entering into the Contract, Contractor will have access to information that can be used alone, or in conjunction with other information, to identify a specific individual or used to access, distinguish or trace an individual's identity, such as name, social security number, driver's license number, phone number, date and place of birth, address, mother's maiden name, or identification number, and includes information that is linkable an individual, such as medical, educational, financial, and employment information (collectively, "PII"). In addition to PII, Contractor will have access to the County's electronic systems and other information and data (together with PII, "County Data"). County Data may be in electronic, paper, verbal, or recorded form.
2. County is subject to legal and regulatory requirements regarding access, use and disclosure of County Data, which also require County to obligate its contractors to safeguard County Data it may have access to in performing contracts.

B. Security Obligations.

1. Acknowledgement. Contractor acknowledges that it is solely responsible for the confidentiality and security of County Data that it has access to or which comes into its possession, custody, or control as a result of performing the Contract.
2. Security Controls. Contractor shall implement and maintain security processes and appropriate administrative, physical, and technical safeguards designed to protect the confidentiality of County Data. Contractor shall conduct privacy and security awareness training for all staff with access to County Data. Contractor shall train new Contractor staff within 30 days of receiving access to County Data. In addition, Contractor shall provide annual mandatory privacy and security awareness training for all staff with access to County Data. Contractor shall maintain records indicating employee name and the date on which the privacy and security awareness training has been completed.
3. Supervision. Contractor shall exercise necessary and appropriate supervision over its relevant employees and others acting on its behalf to maintain the confidentiality, integrity, availability, and security of County Data. No Contractor staff shall duplicate, disseminate, or disclose County Data. Contractor shall restrict access to County Data to Contractor staff who need to perform their official duties to perform the Contract.

4. Mobility and Transfer of County Data. Contractor shall encrypt all electronic files that contain County Data when it is stored on any mobile device or removable media, including without limitation, USB drives, CD/DVD, smartphones, tablets, and backup tapes. Contractor shall not store County Data on a laptop or removable storage media or share it with a third party without the prior written permission of the County.
5. Potential Data Breach. If Contractor becomes aware of the possible unauthorized disclosure, release, loss by theft or accident of any County Data, either in hard copy form or electronically (a "Potential Data Breach"), it shall immediately notify The County by sending an email to: EHSDPrivacyOffice@ehsd.cccounty.us.

Contractor's initial email notification to County of a Potential Data Breach may be in summary form, provided that a comprehensive written notice shall be given within 48 hours thereafter using the email address above. The notice shall summarize in reasonable detail the nature and scope of the Potential Data Breach (including a description of all The County Data affected, the names of individuals whose data was disclosed and the nature of the data that was disclosed) and the corrective action already taken or to be taken by Contractor.

6. Secure Return or Disposition; Termination of Access. Upon the expiration or termination of the Contract, or at the direction of the EHSD Contracting Officer, the Contractor shall return or dispose of the County Data in its possession, custody, or control within three (3) business days of Contract expiration, termination, or notification from the EHSD Contracting Officer.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Legislation Details (With Text)

File #: 24-1481 **Version:** 1 **Name:**
Type: Consent Item **Status:** Passed
File created: 4/15/2024 **In control:** BOARD OF SUPERVISORS
On agenda: 5/21/2024 **Final action:** 5/21/2024
Title: APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Pittsburg Power Company in an amount not to exceed \$300,000 for the provision of comprehensive Workforce Innovation and Opportunity Act services to eligible adults in East Contra Costa County for the period July 1, 2024 through June 30, 2025. (100% Federal)

Attachments:

Date	Ver.	Action By	Action	Result	Tally
5/21/2024	1	BOARD OF SUPERVISORS			

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: 18-466-3 Contract Renewal with Pittsburg Power Company

☒ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Pittsburg Power Company in an amount not to exceed \$300,000 for the provision of comprehensive Workforce Innovation and Opportunity Act services to eligible adults in East Contra Costa County for the period July 1, 2024 through June 30, 2025.

FISCAL IMPACT:

\$300,000: 100% from the Federal Workforce Innovation Opportunity Act (WIOA) formula funds, and will be budgeted in FY 2024-2025. No net County Cost. Federal catalog number CFDA 17.258.

BACKGROUND:

Pittsburg Power Company administers and operates a pre-apprenticeship construction program for individuals that meet the criteria for Workforce Innovation and Opportunity Act (WIOA) Adult eligibility, as outlined in the WIOA legislation of 2014. The contract focuses on providing a network of services and support to individuals with barriers to employment, to succeed in their educational and career endeavors. These services are being provided in East Contra Costa County, defined as the region from Bay Point to the eastern boundary of the County. This board action is to renew the contract with Pittsburg Power Company for FY 24-25.

Pittsburg Power Company was selected from Request for Proposal (RFP) #1176 which closed February 2021. The Board approved the initial contract on June 22, 2021 (C.113) and renewal contracts on May 17, 2022

(C.34) and April 24, 2023 (C.40).

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, WIOA Adult program participants in East County will not receive case management, employment referrals and job placement services from Pittsburg Power Company.

CHILDREN'S IMPACT STATEMENT:

This contract supports all of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by assisting individuals with training and employment services to encourage self-sufficiency.



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

TO: Mayor/Chair and Council/Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution Approving the 2024 Wildfire Mitigation Plan and Directing Staff to File the Wildfire Mitigation Plan with the Office of Energy Infrastructure Safety

MEETING DATE: July 1, 2024

EXECUTIVE SUMMARY

State Law, Public Utilities Code Section 8387, requires all publicly and investor-owned electric utilities to file an annual Wildfire Mitigation Plan with the California Public Utilities Commission. The Pittsburg Power Company (PPC), a joint powers authority, provides retail electricity service on Mare Island, Vallejo and is therefore, required by law to create and update annually a Wildfire Mitigation Plan as a means of enabling processes and procedures to help mitigate the chance of PPC's facilities causing a wildfire. The Office of Energy Infrastructure Safety (OEIS) requires the Governing Board of the PPC to approve its 2024 Annual Wildfire Mitigation Plan (Plan).

FISCAL IMPACT

The Plan has no fiscal impact to PPC's utility Enterprise Fund or the City of Pittsburg's General Fund.

RECOMMENDATION

The PPC Governing Board adopt the Resolution approving the 2024 Plan and direct staff to file the Plan with the OEIS

BACKGROUND

In 2016, State Senator Jerry Hill introduced Senate Bill 1028 (SB 1028) (stats. 2016) with the goal of encouraging electric utilities to adopt a performance-based approach for mitigating the risk of catastrophic wildfires from electrical lines and facilities. SB 1028 is separated into two basic parts: (1) a mandate for all investor-owned utilities (IOUs) to develop wildfire mitigation plans, with a specified review process by the OEIS; and (2) a more limited process for Publicly Owned Utilities (POUs), that requires the POU to identify

wildfire mitigation measures if the POU governing board makes certain findings regarding fire threat risk.

On September 21, 2018, California Legislature Senate Bill 901 (SB 901) was signed into law. SB 901 introduced a series of new changes to Public Utilities Code Section 8387, expanding the requirements of the existing wildfire mitigation efforts of electric utilities. The Plan is developed in accordance with the requirements of SB 901 and Public Utilities Code Section 8387.

SUBCOMMITTEE FINDINGS

The 2024 updated Plan has not been presented to the PPC Subcommittee.

STAFF ANALYSIS

PPC's electrical facilities on Mare Island are approximately 95% underground, with just over 2 miles of medium voltage overhead distribution lines on 59 wooden poles, serving various streetlights and Coast Guard telecommunications facilities on the south portion of Mare Island. PPC does not own high voltage transmission facilities.

For those portions of the utility's overhead distribution system that are in areas of fire risk, the Plan employs vegetation management and infrastructure inspections in its routine preventive and maintenance plan for these overhead electrical lines.

The Fire Threat Map compiled by the OEIS, as well as local historical fire data and local conditions, indicate that PPC's underground and overhead electrical lines, equipment and related facilities are not located in areas designated as either elevated risk or extreme risk areas for wildfire.

The original Wildfire Mitigation Plan has been reviewed by an independent consultant, as well as by the Solano County Office of Emergency Services and the City of Vallejo Fire Department, and their comments have been incorporated. The Plan does not require review by an Independent Evaluator until the 2025 update.

Based on these facts and local agency third-party reviews, staff has concluded that PPC's overhead electrical lines and equipment do not pose a significant risk of catastrophic wildfires. If the Governing Board makes this determination, PPC has no additional obligation under SB 901 to develop additional wildfire mitigation measures to Plan.

The Plan will be executed as part of PPC's routine safety inspection and electrical system preventive maintenance activities to minimize the risk of its overhead electrical lines and equipment potentially causing a fire.

ATTACHMENTS: Resolution
2024 Wildfire Mitigation Plan

Report Prepared By: Douglas Buchanan, Power Company Manager

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY
OF THE CITY OF PITTSBURG

In the Matter of:

Approving the 2024 Annual Wildfire Mitigation)	
Plan and Directing Staff to File the Wildfire)	
Mitigation Plan with the Office of Energy)	
<u>Infrastructure Safety)</u>	RESOLUTION NO. 24-

WHEREAS, Pittsburg Power Company (PPC), a joint powers authority, provides retail utility electric and natural gas services on Mare Island, Vallejo in the name of Island Energy; and

WHEREAS, State law at California Public Utilities Code Section 8387, added by the State legislature in 2016 and amended by Senate Bill 901 in 2018 and Assembly Bill 1054 in 2019, requires a publicly owned utility to develop, review, update and file a Wildfire Mitigation Plan (Plan) comprised of specified elements by July 1st of each year with the Office of Energy Infrastructure Safety (OEIS); and

WHEREAS, a Fire Threat Map compiled by the California Public Utilities Commission, as well as local historical fire data and local conditions, indicate that PPC's underground and overhead electrical lines, equipment and related facilities are not located in areas designated as either elevated risk or extreme risk areas for wildfire; and

WHEREAS, PPC has reviewed and made adjustments to the Plan from its initial development as utility infrastructure and fire mitigation measures have evolved, and comments have been received from the OEIS.

NOW, THEREFORE BE IT RESOLVED, the Governing Board of the Pittsburg Power Company hereby approves the 2024 Wildfire Mitigation Plan and directs staff to file the 2024 Wildfire Mitigation Plan with the OEIS.

PASSED AND ADOPTED by Governing Board of the Pittsburg Power Company of the City of Pittsburg at a regular meeting on the 1st day of July 2024, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Garrett Evans, Executive Secretary



Pittsburg Power Company

**WILDFIRE
MITIGATION
PLAN**

2024

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1.0 OVERVIEW

1.1 POLICY STATEMENT

Senate Bill 901 (now Public Utilities Code §8387), approved in 2018, requires Pittsburg Power Company (PPC) to prepare a wildfire mitigation plan that describes how electrical lines and equipment are constructed, maintained, and operated in a manner that minimizes the risk of wildfire. PPC has always had standard requirements for design, construction, and maintenance of its facilities to reduce wildfire risk. This Wildfire Mitigation Plan (WMP) builds on those requirements and complies with PUC §8387.

PPC's goal is to provide safe, reliable, and economic electric service to its Mare Island customers. To meet this goal, PPC constructs, maintains, and operates its electrical lines and equipment in a manner that minimizes the risk of ignition posed by its electrical lines and equipment.

1.2 PURPOSE

This Wildfire Mitigation Plan describes programs, policies, and procedures implemented by PPC to mitigate the threat of power line-ignited wildfires. This plan is subject to direct supervision by the PPC Executive Secretary and its Board of Directors and is implemented by the PPC Power Company Manager. Specific roles and responsibilities for the plan are identified in Section 9.1.

Pittsburg Power Company ("PPC") is a joint powers agency of the City of Pittsburg, California. PPC operates a municipal electric and gas utility distribution system on Mare Island Vallejo using the name "Island Energy." PPC does not own, operate, or maintain transmission facilities (69kV and higher).

PPC's service territory is limited to Mare Island, Vallejo and is bordered to the east by the Napa River, to the south and west by San Pablo Bay and to the north by wetlands and Highway 37 (Figure 1).

PPC is primarily an underground utility but does have some overhead distribution segments with a total of 61 active low and medium voltage distribution system wood poles.

In general, PPC's fire prevention and safety efforts conform to the intent of Vallejo's ("City") General Plan and other safety planning efforts and programs implemented by the City. PPC participates in and coordinates directly with the City on such programs.

Mare Island is within the City of Vallejo City limits and is under the jurisdiction of the City's municipal departments. PPC coordinates with the City of Vallejo Public Works, Police and Fire departments on matters related to utility operations, safety, and emergency response on Mare Island, including fire response.

1.3 COMPLIANCE WITH PUC §8387 (B)

Table 1 lists each of the elements required of Public Utilities Code §8387 (SB 901) and references where that information can be found in this plan.

Table 1: Plan Compliance with Public Utilities Code §8387 (b)

PUC §8387 (b) Requirement	Description	Plan Section
b (2) (A)	An accounting of the responsibilities of persons responsible for executing the plan.	9.1
b (2) (B)	The objectives of the wildfire mitigation plan.	2.0
b (2) (C)	A description of the preventive strategies and programs to be adopted by the local publicly owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.	6.0
b (2) (D)	A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance and the assumptions that underlie the use of those metrics.	9.2
b (2) (E)	A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.	6.3
b (2) (F)	Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.	6.7
b (2) (G)	Appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines. The procedures shall consider the need to notify, as a priority, critical first responders, health care facilities and operators of telecommunications infrastructure.	7.4
b (2) (H)	Plans for vegetation management.	6.4
b (2) (I)	Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.	6.5

PUC §8387 (b) Requirement	Description	Plan Section
b (2) (J)	A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory. The list shall include, but not be limited to both of the following:	4.0
b (2) (J) (i)	Risks and risk drivers associated with design, construction, operation and maintenance of the local publicly owned electric utility's or electrical cooperative's equipment and facilities.	6.3
b (2) (J) (ii)	Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility's or electrical cooperative's service territory.	4.3, 4.5
b (2) (K)	Identification of any geographic area in the local publicly owned electric utility's or electrical cooperative's service territory that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high fire threat district based on new information or changes to the environment.	5.2
b (2) (L)	A methodology for identifying and presenting enterprise-wide safety risk and wildfire-related risk.	4.1
b (2) (M)	A statement of how the local publicly owned electric utility or electrical cooperative will restore service after a wildfire.	8.0
b (2) (N)	A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following:	See below;
b (2) (N) (i)	Monitor and audit the implementation of the wildfire mitigation plan.	9.2
b (2) (N) (ii)	Identify any deficiencies in the wildfire mitigation plan or its implementation and correct those deficiencies.	9.4
b (2) (N) (iii)	Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors that are carried out under the plan, other applicable statutes or commission rules.	9.5

PUC §8387 (b) Requirement	Description	Plan Section
b (3)	The local publicly owned electric utility or electrical cooperative shall present each wildfire mitigation plan in an appropriately noticed public meeting. The local publicly owned electric utility or electrical cooperative shall accept comments on its wildfire mitigation plan from the public, other local and state agencies and interested parties, and shall verify that the wildfire mitigation plan complies with all applicable rules, regulations, and standards as appropriate.	7.0, 1.3
C	The local publicly owned electric utility or electrical cooperative shall contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan. The independent evaluator shall issue a report that shall be made available on the internet web site of the local publicly owned electric utility or electrical cooperative and shall present the report at a public meeting of the local publicly owned electric utility's or electrical cooperative's governing board.	10.0

1.4 CONTEXT SETTING INFORMATION

The Wildfire Safety Advisory Board (WSAB) requested that Publicly Owned Utilities (POU's) provide an informational table to assist the Staff and Board members in understanding the unique characteristics of each POU (Table 2).

Table 2: Context Setting Information

Utility Name:	Pittsburg Power Company (PPC)	
Service Territory Size	2.1 square miles	
Owned Assets	☐ Transmission ☒ Distribution ☐ Generation	
Number of Customers Served	600 customer accounts	
Population Within Service Territory	1,000 residents 1,500 work population	
Customer Class Makeup	Number of Accounts	Share of Total Load (MWh)
	64.5 % Residential; 6.8 % Government; 0 % Agricultural; 10.3 % Small/Medium Business; 18.3 % Commercial/Industrial	8.8 % Residential; 7.9 % Government; 0 % Agricultural; 10.4 % Small/Medium Business; 72.9 % Commercial/Industrial

Utility Name:	Pittsburg Power Company (PPC)
Service Territory Location/Topography¹	0 % Agriculture 0.63 % Barren/Other 0 % Conifer Forest 0 % Conifer Woodland 0 % Desert 0 % Hardwood Forest 2.22 % Hardwood Woodland (eucalyptus) 71.70 % Herbaceous 0 % Shrub 45.11 % Urban 2.93 % Water
Service Territory Wildland Urban Interface² (based on total area)	33.4% Wildland Urban Interface; 4.74% Wildland Urban Intermix;
Percent of Service Territory in CPUC High Fire Threat Districts (based on total area)	☒ Includes maps Tier 2: 0 % Tier 3: 0 %
Prevailing Wind Directions & Speeds by Season	☒ Includes maps Winter: N-NW Spring: S-SW Summer: S-SW Fall: SW, N
Miles of Owned Lines Underground and/or Overhead	Overhead Dist.: 10,480 feet Overhead Trans.: 0 miles Underground Dist.: 11 miles (approx.) Underground Trans.: 0 miles
	Explanatory Note 1 - Methodology for Measuring "Miles": Measurement of ductbank miles, x2 circuits on average
	Explanatory Note 2 – Description of Unique Ownership Circumstances: n/a
	Explanatory Note 3 – Additional Relevant Context: n/a
Percent of Owned Lines in CPUC High Fire Threat Districts	<i>Overhead Distribution Lines as % of Total Distribution System (Inside and Outside Service Territory)</i>
	Tier 2: 0 %

¹ This data shall be based on the California Department of Forestry and Fire Protection, California Multi-Source Vegetation Layer Map, depicting WHR13 Types (Wildlife Habitat Relationship classes grouped into 13 major land cover types) available at: <https://www.arcgis.com/home/item.html?id=b7ec5d68d8114b1fb2bfbf4665989eb3>.

² This data shall be based on the definitions and maps maintained by the United States Department of Agriculture, as most recently assembled in *The 2010 Wildland-Urban Interface of the Conterminous United States*, available at https://www.fs.fed.us/nrs/pubs/rmap/rmap_nrs8.pdf.

Utility Name:	Pittsburg Power Company (PPC)
	Tier 3: 0 %
	<i>Overhead Transmission Lines as % of Total Transmission System (Inside and Outside Service Territory)</i>
	Tier 2: 0 % Tier 3: 0 %
	Explanatory Note 4 – Additional Relevant Context: [e.g., explain any difference from data reported in WMP due to different numerator used for this form]
Customers have ever lost service due to an IOU PSPS event?	☒ Yes ☐ No
Customers have ever been notified of a potential loss of service due to a forecasted IOU PSPS event?	☒ Yes ☐ No
Has developed protocols to pre-emptively shut off electricity in response to elevated wildfire risks?	☒ Yes ☐ No
Has previously pre-emptively shut off electricity in response to elevated wildfire risk?	☐ Yes ☒ No If yes, then provide the following data for calendar year 2020: <i>Number of shut-off events: n/a</i> <i>Customer Accounts that lost service for >10 minutes: n/a</i> <i>For prior response, average duration before service restored: n/a</i>

2.0 OBJECTIVES

2.1 MINIMIZE ELECTRICAL SOURCES OF IGNITION

The primary objective of this Wildfire Mitigation Plan is to minimize the probability that PPC’s distribution system may be the origin, or a contributing source, for igniting a wildfire. PPC continually evaluates prudent and cost-effective improvements to its standards, physical assets, operations, and training that can help meet the objective. PPC has implemented those changes consistent with this evaluation.

2.2 MAINTAIN RESILIENCY OF THE ELECTRIC GRID

The second goal of this Wildfire Mitigation Plan is to improve the resiliency of the electric grid. Resiliency is the ability for the electric power system to withstand and recover from extreme, damaging conditions, including weather and other natural disasters, as well as

cyber and physical attacks. In developing this plan, PPC assessed new industry practices and technologies that may reduce the likelihood of an interruption in service and/or improve the restoration of service, and regularly evaluates best practices for possible inclusion in the Plan.

2.3 MINIMIZE UNNECESSARY OR INEFFECTIVE ACTIONS

The final goal for this Wildfire Mitigation Plan is to measure the effectiveness of specific ignition mitigation measures and look for opportunities to improve efficiency. Where a particular action, program component, or protocol is determined to be unnecessary or ineffective, PPC will assess whether a modification or replacement is merited. This plan will also help determine if more cost-effective measures would produce the same or improved results.

3.0 PPC PROFILE AND SERVICE AREA

3.1 SERVICE TERRITORY

Pittsburg Power Company (“PPC”) is a joint powers agency of the City of Pittsburg, California. PPC operates a municipal electric and gas utility distribution system on Mare Island Vallejo using the name “Island Energy”. PPC does not own, operate, or maintain transmission facilities (kV and higher).

PPC’s service territory is limited to Mare Island, Vallejo and is bordered to the east by the Napa River, to the south and west by San Pablo Bay and to the north by wetlands and Highway 37. Please refer to Figure 1.

PPC is primarily an underground utility but does have some overhead distribution segments with a total of 61 active low and medium voltage distribution system wood poles. Areas of trees, dense brush and tall grasses comprise a total of approximately 280 acres. Please refer to Exhibit A – PPC Wood Pole Inventory for a listing of pole location, status, vegetation, and inspection and maintenance actions. Exhibit B contains a description of the three (3) overhead electrical distribution system segments.

As shown on Figure 1 PPC’s utility operations on Mare Island, Vallejo are not within any identified California Public Utilities Commission (“CPUC”) High-Fire Threat Districts.

3.2 PPC PURPOSE AND VISION

Pittsburg Power Company’s overarching goal is to provide safe, reliable, and competitively priced electric service to its customers, while being a good steward of resources and providing a high level of customer satisfaction and safety.

3.3 UTILITY GOVERNANCE STRUCTURE

Board of Directors: PPC is governed by a “Pittsburg Power Company Board of Directors”. The Board of Directors is comprised of five (5) members, who also serve as the City Council for the City of Pittsburg.

Executive Secretary: The currently sitting City Manager serves as the Pittsburg Power Company Executive Secretary.

Director of Community Services: The Director of Community Services serves as PPC’s Department Head.

Power Company Manager: The Power Company Manager is a direct-hire City employee managing the day-to-day activities of the utility. PPC is governed by a five-member locally elected Board of Directors.

3.4 IGNITION PREVENTION GENERAL PRACTICE

The utility has a staff of three (3) Utility Technicians dedicated to electric operations. In addition to the Utility Technicians, three (3) Lineworker positions support the electric and gas operations.

Administrative Officer and Administrative Assistant positions support the Power Company Manager.

The Power Company Manager is responsible for operation of the utility and the effective implementation and management of the Wildfire Mitigation Plan.

Utility staff perform all forms of distribution system operations and maintenance, including phase checking, switching, system repairs, minor upgrades, metering, system safety inspections assessments and related work.

Vegetation management is supervised by a Utility Technician and performed by the Lineworker position, other available staff, and contractors as may be required.

Typical vegetation management includes tree trimming per CPUC GO 95, manual and mechanical clearing of brush and grass from around wood poles and rights-of-way, and the limited application of herbicides to prevent recurrence of grasses around wood power poles. The Mare Island master developer employs both mechanical methods and a contracted goat herd to reduce various fuels around the island.

In all of its activities related to electric facility design, maintenance, inspection, and vegetation management, all PPC staff adhere to the following principles, goals, and objectives:

- Operate the system in a manner that will minimize the potential for ignition and wildfire risks.
- Take all reasonable and practicable actions to minimize the risk of a catastrophic wildfire caused by PPC electric facilities.
- Coordinate with federal, state, and local fire management personnel as necessary or appropriate to implement PPC's Wildfire Mitigation Plan.
- Immediately report fires, pursuant to existing PPC practices and the requirements of this Wildfire Mitigation Plan.
- Take corrective action when the staff witnesses or is notified that fire protection measures have not been properly installed or maintained.
- Comply with relevant federal, state, and industry standard requirements, including the industry standards established by the California Public Utilities Commission.
- Collect and maintain wildfire data necessary for the implementation of this Wildfire Mitigation Plan.
- Provide regular training programs for all employees having obligations for implementation of this Wildfire Mitigation Plan.

PPC's goal is to prevent electric facilities from starting fires throughout its service territory and wherever its lines are located. Attention is focused toward the 10,480 feet of overhead lines. As shown on Figure 1, none of the PPC service territory is located within CPUC Tier 2 or Tier 3 high fire threat districts.

The Wildland Urban Interface (WUI) is the zone of transition between unoccupied land and human development. It is the line, area or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. As shown on Figure 2, 61.77% of the PPC service territory lies outside of a WUI. The developed eastern and southern portions of Mare Island include 4.74% Intermix WUI and 33.4% Interface WUI.

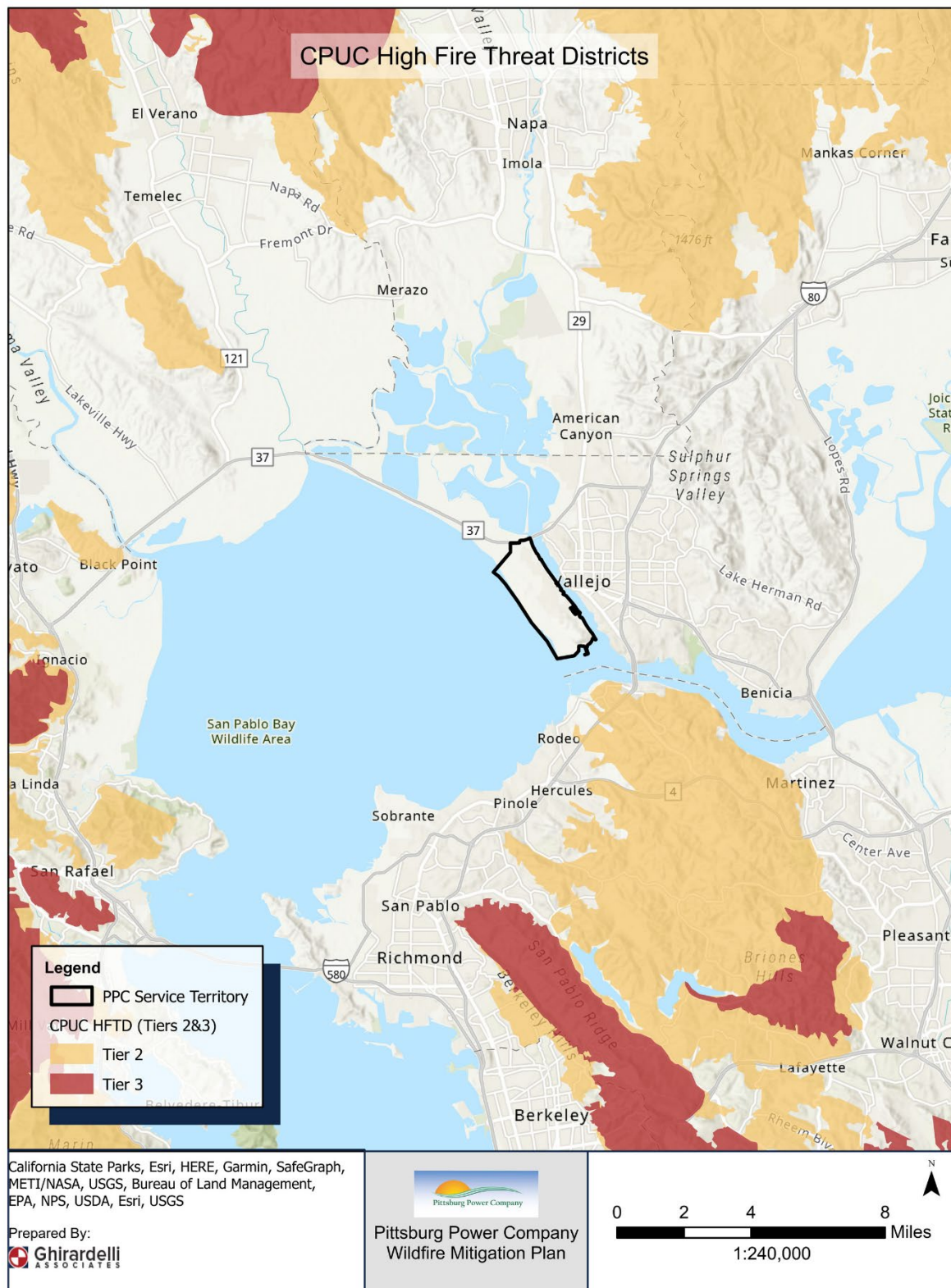


Figure 1: CPUC High Fire Threat Districts in PPC Service Territory

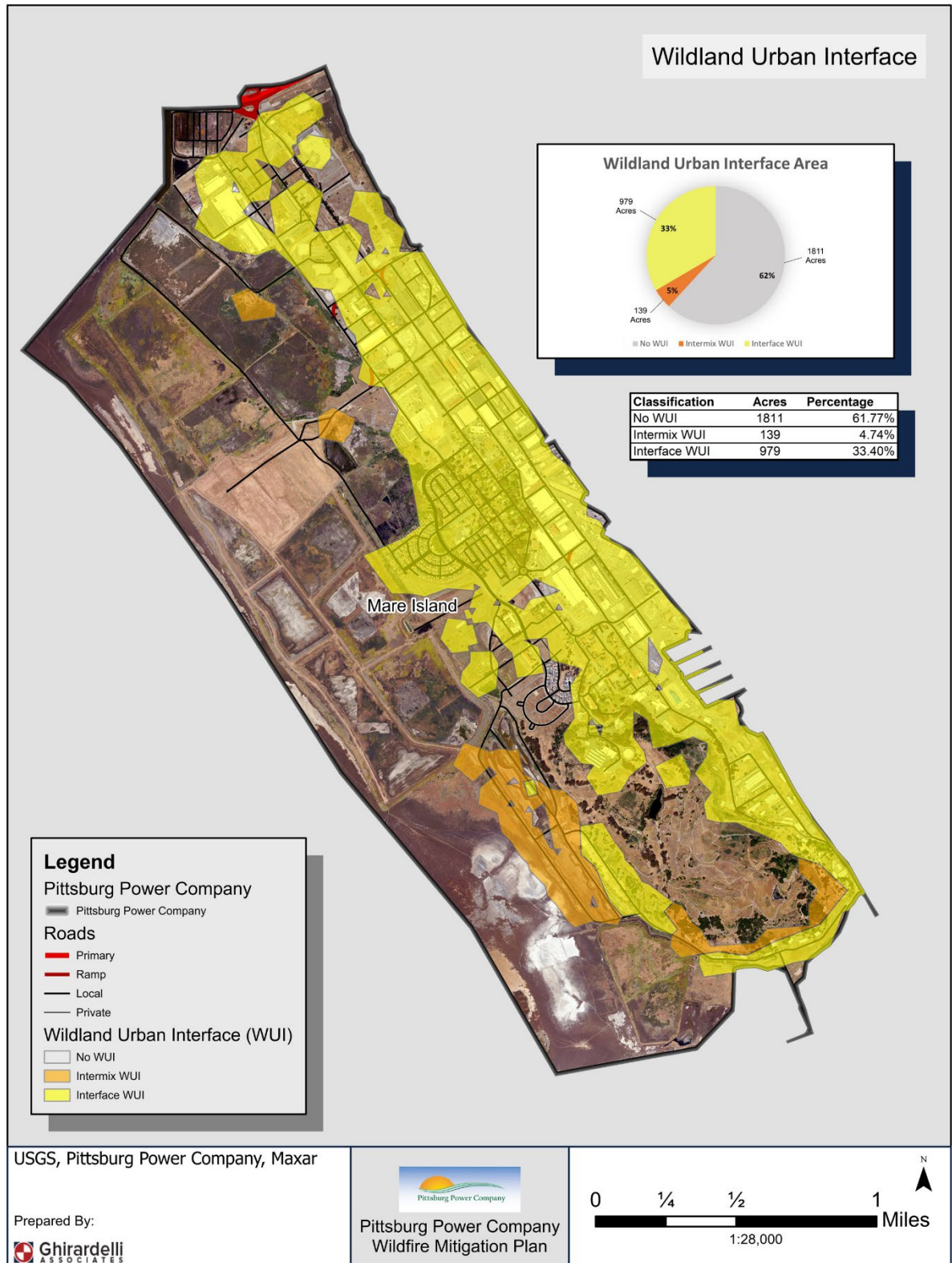


Figure 2: Wildland Urban Interface in PPC Service Territory

4.0 WILDFIRE RISKS AND DRIVERS

4.1 ENTERPRISE RISK MANAGEMENT

Enterprise-wide safety risks are almost exclusively limited to the energized overhead PPC distribution system. Figure 3 depicts the land cover classifications on Mare Island, including the entire PPC service territory. Within the overhead distribution system, vegetation coverage in the southern area of the service territory is classified as Herbaceous, with some Hardwood Woodland (mostly eucalyptus trees). The land cover underlying overhead circuits in the center of the service territory near Club Drive is classified as Hardwood Woodland and Herbaceous. Based on field observations, land cover that is currently mapped as Herbaceous could be better classified as Shrub in some locations. Circuits on the north end of the service territory are located in Herbaceous ground cover.

The underground portion of the distribution system poses low risk of ignition, as the underground system is in developed commercial, industrial, and residential areas. Events in these areas tend to be highly localized and absent vegetation.

4.2 FIRE RISK DRIVERS

Since only a single utility-caused wildfire has occurred in PPC service territory PPC researched historic causes of fires in California to identify the following primary risk drivers:



Drought – As the vegetation gets drier, there is a greater risk of fire ignition and rapid spread of fire.



Vegetation Type – The lower elevation of PPC’s Fire Zone are predominantly grass lands, but as the elevation increases, the vegetation transitions to brush and trees, especially in the Coast Range. If ignited, brush and trees can produce more intense fires.



Vegetation Density – As the elevation increases in PPC’s Fire Zone, the vegetation density increases, especially in the Coast Range. Greater vegetation density has the potential to produce more intense fires.



Weather – Lack of rain, low humidity, and high temperatures can increase the intensity of fire behavior.



High winds – High winds may increase chances of fire ignition and fire spread.



Terrain – Fire may spread more rapidly uphill, the Coast Range includes terrain that is conducive to the uphill spread of fire. In addition to the Coast Range, there are portions of the Sierra foothills where terrain is conducive to wildfire

spread.



Changing Weather Patterns (Climate Change) – As the climate gets drier and/or hotter, conditions in the future may increase fire risk.

4.3 CLIMATE AND CLIMATE CHANGE

The average rainfall in the PPC service territory is about 24 inches per year, most of which falls from October through April. Hot summer temperatures are moderated by onshore southwesterly breezes flowing across San Francisco and San Pablo Bays from the Pacific Ocean. Morning fog and high humidity are characteristic of local summer days, thereby reducing the threat of ignition. The typical extended summer dry season results in a heightened risk of fires well into the fall before the rainy season begins. During dry years, the fire risk can extend into the winter and through the spring. While wet winters can delay the ignition of significant fires later into spring or early summer, they also promote more vegetation growth, and may therefore produce higher fire risk during the inevitable hot, dry, summer season.

The statewide fire experience over the last few years has shown that catastrophic fires can occur anywhere, even in residential subdivisions outside areas of high fire risk. PPC is prepared to assist fire agencies with their response to active fires anywhere within its territory. However, PPC concurs with the Cal Fire and CPUC risk designations and sees no reason to change the boundaries of fire risk zones within the PPC territory.

According to experts, climate change is expected to increase the frequency and intensity of wildfires, as well as the extent of wildfires. The severity of wildfires is a function of the type of vegetation, the health of trees, dryness of the combustible vegetation material involved, slope, topography, and weather conditions. Tree stress and mortality, including damage due to insect infestations can exacerbate fire hazards.

California's fire season has historically extended from early spring through the late fall, but due to drier conditions and factors such as campfires and vandalism, fire protection and mitigation is becoming a year-round necessity.

4.4 VEGETATION TYPE

As illustrated in Figure 3, the PPC service territory is 45% urbanized and is surrounded by the Napa River, San Pablo Bay, and protected wetlands to the north. Homes, warehouses associated with the former Mare Island Naval Base, open fields, commercial equipment storage and laydown yards, and some residential and office uses among vegetated areas. Vegetation in the service territory is approximately 72% herbaceous, 3% water, and 2.5% hardwood woodland (eucalyptus).

Visual observations show that many areas classified as herbaceous also contain shrubs, as do the hardwood woodlands. PPC is cognizant of the increased fuel loading of shrubs vs. grasses.

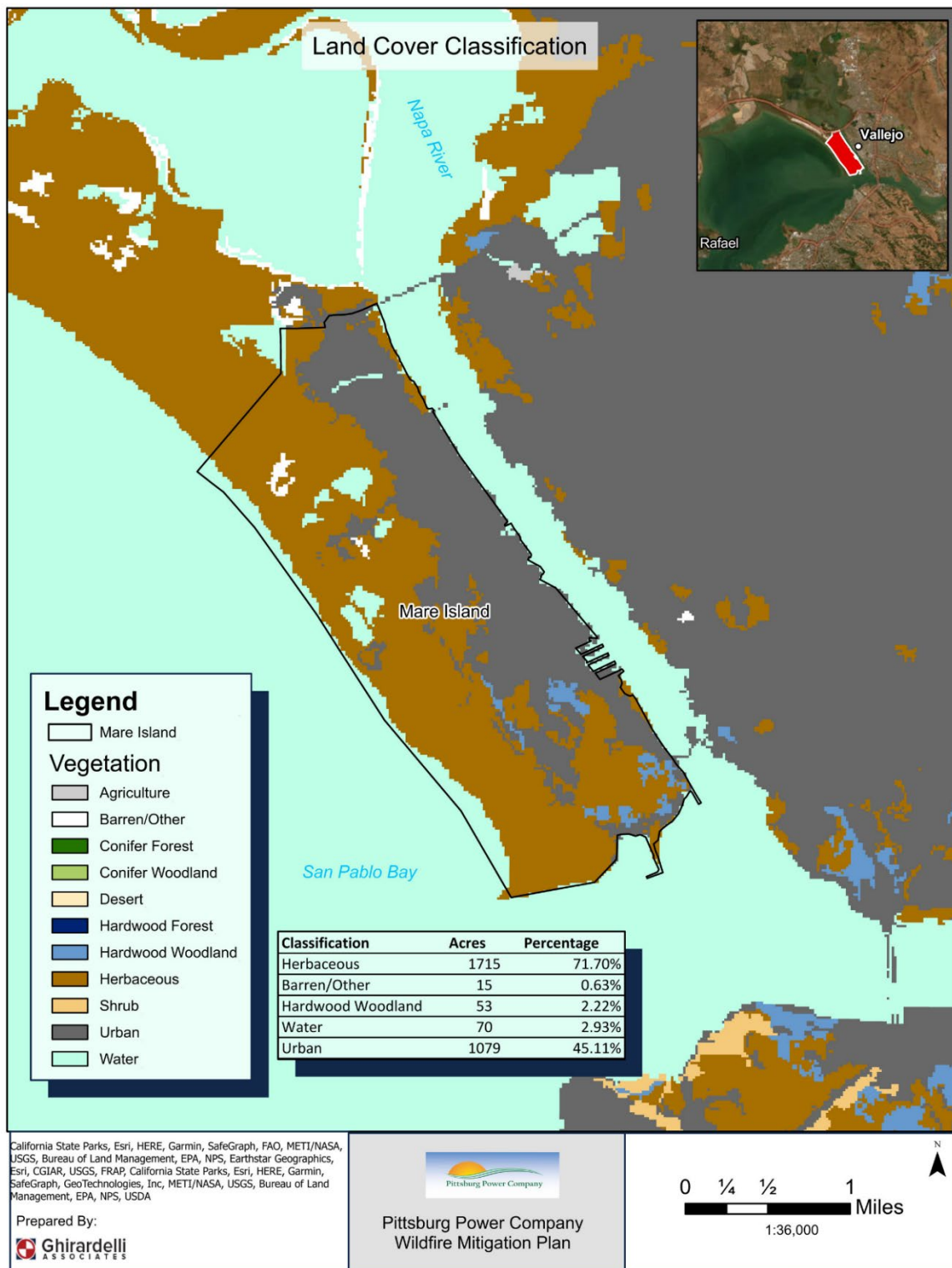


Figure 3: Land Cover Classification in PPC Service Territory

4.5 TOPOGRAPHY AND SLOPE

Fires propagate and move faster depending on topography. Flat or moderate slopes (0- 5%) generally have slower moving fires, with lower intensity than fires on steeper slopes (10- 30%). The northern two thirds of Mare Island is relatively flat and nearly sea level. The southern section of the Island rises abruptly from a narrow plateau adjacent to the Napa River and San Pablo Bay to an elevation of approximately 250'. Thus, the southern end of the island has a higher potential for wildfire spread, with higher intensities. This is an area of focus for PPC's vegetation management efforts.

5.0 PPC ASSETS IN FIRE ZONES

5.1 PPC ASSETS

For purposes of risk assessment, PPC assets consisting of its substation, transformers, switch gear, and distribution electrical lines were considered as potential sources of wildfire ignition.

Table 3: PPC Assets in the Fire Zone and Assets in High Fire Districts Outside the Fire Zone

Asset Class	Asset Type	Quantity
Transmission Lines	Transmission structures and switches operating at or above 69 Kilovolts (kV)	None
Distribution Lines	Overhead and underground lines operating at up to 12 kV	10,480' of overhead lines.
Substations	Power transformers, voltage regulators, protective devices, relays, open-air structures, switch gear and control houses	10 locations

5.2 LOCATIONS OF FIRE ZONES

PPC's service territory contains no locations of high fire hazard zones, and none of its service territory is within State Responsibility Areas (SRAs).

A single incident in 2019 is the only known ignition event since PPC began operating the utility in 1997. This human-caused event was a result of vandalism and burned approximately 40 acres of brush and scrub on the south end of the island.

6.0 WILDFIRE PREVENTATIVE STRATEGIES

6.1 HIGH FIRE THREAT DISTRICT

PPC was not a participant in the development of the CPUC Fire-Threat Map,³ which designates a High-Fire Threat District. PPC's utility operations are not within any CPUC identified High-Fire Threat District.

PPC self-performed identifying any areas of PPC's service territory that are at an elevated risk of power line caused ignitions. PPC has incorporated the elements of this plan and prudent utility practice into its construction, inspection, maintenance, repair, and clearance practices, where applicable

6.2 WEATHER MONITORING

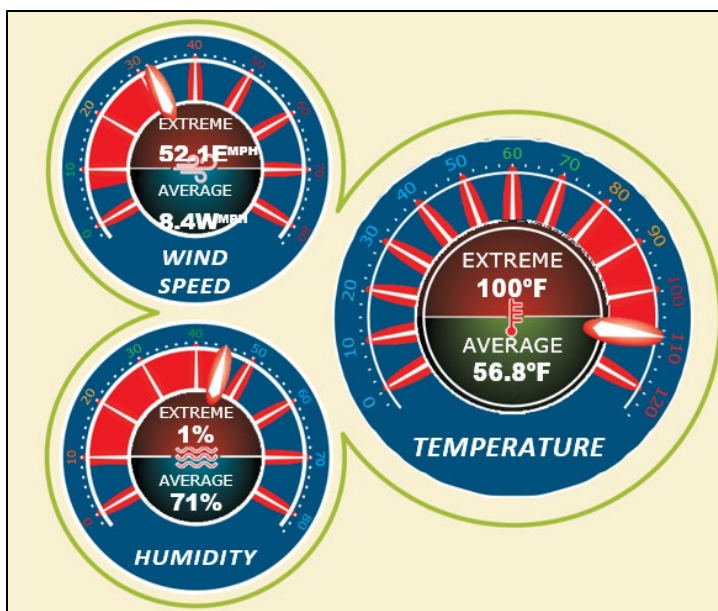
PPC monitors current and forecasted weather data from a variety of sources including:

- United States National Weather Service.
- National Fire Danger Rating System.
- National Interagency Fire Center – Predictive Services for Northern California.
- Local Fire District Warnings.

PPC utilizes commercially available internet services to monitor local and regional weather conditions. For temperature and humidity and related current local and forecast conditions including alerts, we refer to www.Weather.com

For current and forecast wind conditions, PPC -Island Energy utilizes www.Windfinder.com to monitor prevailing winds within its service territory and the surrounding region. Windfinder has eight (8) monitoring stations in Vallejo and nearby, providing a high-resolution view of prevailing winds at any given time. The greater San Francisco Bay Area has several dozens of Windfinder monitoring points.

PPC receives Fire Watch, Red Flag and related alerts, such as San Pablo Bay and Napa River small craft advisories, from the National Weather Service (NWS) directly to its computer



³ Adopted by CPUC Decision 17-12-024.

task bars that will trigger system watch activities such as vehicle patrols of the system's 61 poles. PPC operates its utility in NWS weather zone 018 (CAZ018).

PPC assigns one of four operating conditions based on the relevant weather data and knowledge of local conditions:

Normal: During normal conditions, no changes are made to operations or work policy.

Elevated: During elevated ignition conditions, PPC will periodically monitor both electrical system and weather conditions.

Extreme: During extreme ignition conditions, PPC will perform mobile patrols and inspections of the distribution system within areas of high vegetation and ignition risk.

Red Flag: If the National Weather Service declares a Red Flag Warning for any portion of PPC's service territory, PPC may selectively de-energize portions of its overhead distribution system.

6.3 DESIGN AND CONSTRUCTION STANDARDS

PPC's electric facilities are designed and constructed to meet or exceed the relevant federal, state, or industry standard. PPC treats CPUC General Order (GO) 95 as a key industry standard for design and construction standards for overhead electrical facilities, and PPC meets or exceeds all standards in GO 95. PPC also monitors and follows the National Electric Safety Code as appropriate.

6.4 VEGETATION MANAGEMENT

PPC meets or exceeds the minimum industry standard vegetation management practices. Please refer to Exhibit C, PPC Metrics FY 2022 – 2023. PPC meets:

- Public Resources Code Sections 4292; 4293, 4294, and 4296;
- Title 14 Section 1257 of California Code of Regulation;
- Public Resources Code section 4293;
- GO 95 Rule 35; and
- GO 95 Appendix E Guidelines to Rule 35.

Table 4: GO 95, Rule 35, Table 1

Case	Type of Clearance	Trolley Contact, Feeder and Span Wires, 0-5kv	Supply Conductors and Supply Cables, 750 – 22,500 Volts	Supply Conductors and Supply Cables, 22.5 – 300 kV	Supply Conductors and Supply Cables, 300 – 550 kV (mm)
13	Radial clearance of bare line conductors from tree branches or foliage	18 inches	18 inches	¼ Pin Spacing	½ Pin Spacing
14	Radial clearance of bare line conductors from vegetation in the Fire-Threat District	18 inches	48 inches	48 inches	120 inches

Table 5: Appendix E – Guidelines to Rule 35

The radial clearances shown below are recommended minimum clearances that should be established, at time of trimming, between the vegetation and the energized conductors and associated live parts where practicable. Reasonable vegetation management practices may make it advantageous for the purposes of public safety or service reliability to obtain greater clearances than those listed below to ensure compliance until the next scheduled maintenance. Each Utility may determine and apply additional appropriate clearances beyond clearances listed below, which take into consideration various factors, including: line operating voltage, length of span, line sag, planned maintenance cycles, location of vegetation within the span, species type, experience with particular species, vegetation growth rate and characteristics, vegetation management standards and best practices, local climate, elevation, fire risk, and vegetation trimming requirements that are applicable to State Responsibility Area lands pursuant to Public Resource Code Sections 4102 and 4293.		
Voltage of Lines	Case 13	Case 14
Radial clearances for any conductor of a line operating at 2,400 or more volts, but less than 72,000 volts	4 feet	12 feet
Radial clearances for any conductor of a line operating at 72,000 or more volts, but less than 110,000 volts	6 feet	20 feet
Radial clearances for any conductor of a line operating at 110,000 or more volts, but less than 300,000 volts	10 feet	30 feet
Radial clearances for any conductor of a line operating at 300,000 or more volts	15 feet	30 feet

Within higher fire threat areas, PPC performs an evaluation of every tree that has the potential to strike overhead facilities if it were to fail on an estimated annual basis. PPC

performs more frequent and detailed inspections of any such trees, and in cases where “hazard trees” (Dead, Dying, Diseased or leaning) could strike the facilities, will work with the City of Vallejo (or property owner) to remove the tree or portion of the tree that poses a risk. Please refer to Exhibit C – PPC Pole Segments

6.5 INSPECTIONS

PPC meets or exceeds the minimum inspection requirements provided in CPUC GO 165 and CPUC GO 95, Rule 18. Pursuant to these rules, PPC inspects electric facilities in areas of high fire threat more frequently than the other areas of its service territory.

Additionally, PPC staff use their knowledge of the specific environmental and geographical conditions to determine when areas outside of a higher fire threat area require more frequent inspections.

If PPC staff discovers a facility in need of repair that is owned by an entity other than PPC (such as a utility customer), PPC will issue a notice to repair to the facility owner and work to ensure that necessary repairs are completed promptly.

PPC works to ensure that all inspections to be performed within its service territory are completed generally in late spring, with mitigation performed not later than September 1st.

PPC monitors drought conditions and other relevant factors throughout the year to determine if inspections should be completed in a shorter timeframe.

6.6 WORKFORCE TRAINING

PPC has implemented work rules and complementary training programs for its workforce to help reduce the likelihood of a PPC related ignition.

Specific training includes safety monitoring of system distribution facilities, identification of circuit disconnect / isolation points and right-of-way brush management and removal.

6.7 RECLOSING POLICY

“Reclosers” are electrical fault detection devices that trip-open when detecting an electrical fault, but then “reclose” the circuit to test if the fault was temporary.

PPC does not currently employ the use of ‘reclosers’ within its service territory and does not have plans to add such devices in the future.

6.8 DE-ENERGIZATION

PPC has the authority to preemptively shut off power due to ignition-threat conditions; however, this option will only be used in extraordinary circumstances. PPC will make a case-by-case decision to shut off power based on the following considerations:

- Red Flag Warnings issued by the National Weather Service for fire weather zones that contain PPC circuits;
- PPC staff assessments of local conditions, including wind speed (sustained and gust), humidity and temperature, fuel moisture, fuel loading and data from area weather stations;
- Real-time information from staff located in areas identified as at risk of being subject to extreme weather conditions;
- Input from PPC, fire experts and vegetation experts;
- Input from local and state fire authorities regarding the potential consequences of ignitions in select locations;
- Alternative ways to reroute power to affected areas;
- Awareness of mandatory or voluntary evacuation orders in place;
- Expected impact of de-energizing circuits on essential services;
- Other operational considerations to minimize potential ignitions, including the blocking of reclosers on the identified circuit(s);
- On-going fire activity throughout PPC territory and California;
- Ability to notify customers;
- Notifications to local governments and public officials; and
- Potential impacts to communities and customers

6.9 GRID HARDENING

The North Island, as shown in Exhibit B has few active facilities, contains 14 wood poles, and is slated for full mixed-use development (residential, commercial). At the time of development, any remaining overhead lines and poles will be removed, and all electrical facilities will be undergrounded. Circuit maintenance and vegetation management will continue until such time.

The two other overhead circuits – Club Drive and South Island – will be undergrounded at such time the poles and related appurtenances are no longer serviceable. Vegetation management will continue until that time. All other above-ground facilities, such as

substations, are fenced, have security lighting and are subject to annual vegetation management.

7.0 COMMUNITY OUTREACH AND PUBLIC AWARENESS

PPC has performed community outreach regarding potential ignitions and power outage risk in three ways:

- PPC had previously drafted and issued a statement regarding the potential for power interruptions on Mare Island due to PG&E PSPS an ignition risk. PPC has posted the Wildfire Mitigation Plan on its website under “Regulations and Rates”. PPC also uses social media and the Everbridge communications platform for public outreach.
- Responding to individual customer inquiries regarding the potential for power interruptions.
- Fiscal Year Public Rate Hearings on Mare Island

Going forward, other public meetings and tools such as ‘Everbridge’ will be employed. PPC will also continue to use social media to communicate important public and customer information.

7.1 IMPACTS TO PUBLIC SAFETY

In the event of the need to shut off power within the service territory, or when PG&E’s supply of power to PPC is shutoff, the following may be impacted:

- Customers with special medical devices requiring power and not having backup.
- City of Vallejo streetlights and traffic signals are out
- US Coast Guard ship traffic radar station is out
- Vallejo G Street Causeway Bridge inoperable until a temporary power generator is connected.
- Note that many critical facilities within the utility service territory have back-up generation, including the VA Medical Clinic, US Coast Guard communications facility and WETA Bay Ferry terminal.
- There are no water treatment, wastewater treatment or primary police or fire facilities within the utility service territory.

7.2 CUSTOMER NOTIFICATION PROTOCOLS

The basic protocols for customer notification remain telephone, email, the utility website and social media.

Customers will be notified in advance of a planned shutdown, whether by PPC or by PG&E – to the extent PPC is made aware of or can anticipate a grid-wide shutdown event by PG&E.

Future customer and public notification schemes include ‘Everbridge’ email, phone and text notifications.

8.0 RESTORATION OF SERVICE

Restoration of electric distribution services will be per PPC utility operation procedures. Such procedures include, but are not limited to:

- Inspect involved facilities and any related facilities for damage and/or operability. Perform repairs or replacement as may be necessary.
- Check relay protections and circuit breaker status for correct setting / position.
- Confirm circuit phasing.
- Perform circuit switching per switching protocol.
- Confirm restoration and normal operation of system.
- Perform final safety check.

9.0 EVALUATION OF THE PLAN

9.1 ROLES AND RESPONSIBILITIES FOR PLAN EXECUTION

The PPC Power Company Manager is responsible for overseeing this WMP. The Power Company Manager assigns tasks to the Utility Technicians or Line Worker as needed and as governed by this plan. Additionally, the Power Company Manager may contract with outside vegetation management or utility maintenance providers to augment internal resources. The Power Company Manager is responsible for:

- Overall Responsibility for Implementation of the WMP.
- Tree trimming to maintain clearances required by PPC Standards. Vegetation removal at base of poles in accordance with PPC Standards.
- Weather monitoring for Red Flag Warnings.
- Implementation of enhanced safety measures during Red Flag Warnings Collection and analysis of outage statistics and fire incidents in the PPC Fire Zone.

9.2 METRICS AND ASSUMPTIONS FOR MEASURING PLAN PERFORMANCE

PPC will track two metrics to measure the performance of this Wildfire Mitigation Plan:

- number of ignitions
- wires down within the service territory.

Metric: PPC Ignitions

For purposes of this metric, a fire ignition is defined as follows:

- A PPC facility was associated with the fire;
- The fire was self-propagating and of a material other than electrical and/or communication facilities;
- The resulting fire traveled greater than one linear meter from the ignition point; and
- PPC has knowledge that the fire occurred.

In future Wildfire Mitigation Plans, PPC will provide the number of ignitions that occurred that were less than 10 acres in size. Any fires greater than 10 acres will be individually described.

Metric: Wires Down

The second metric is the number of distribution and/or transmission wires downed within PPC's service territory. For purposes of this metric, a "wires down" event includes any instance where an electric transmission (PPC does not own, operate, or maintain transmission facilities) or primary distribution conductor falls to the ground or on to a foreign object.

PPC does not have any facilities within a defined High Fire Threat District

PPC will not normalize this metric by excluding unusual events, such as severe storms or vandalism – such as attempted copper theft and poles that have been vandalized in the past. Instead, PPC will supplement this metric with a qualitative description of any such unusual events.

9.3 IMPACT OF METRICS ON PLAN

In the initial years, PPC anticipates that there will be relatively limited data gathered through these metrics. However, as the data collection history becomes more robust, PPC will be able to identify areas of its operations and service territory that are disproportionately impacted. PPC will then evaluate potential improvements to the plan. Refer to Exhibit C – PPC Metrics FY 2022 – 2023.

9.4 MONITORING AND AUDITING THE PLAN

This Wildfire Mitigation Plan is developed by the utility Power Company Manager with initial review by his retained executive management professional. The plan is then forwarded to the PPC Executive Secretary for review, who also serves as the City of Pittsburg Deputy City Manager.

The PPC Executive Secretary may seek additional review from the Planning Department and the City Attorney's office. Upon completion of the internal review and all comments have been incorporated, a Staff Report is drafted along with a Resolution for adoption by the PPC Board of Directors.

The updated plan, along with the Staff Report and Resolution are presented to the PPC Board annually. The PPC Board will conduct a Public Hearing on the plan every three years, which will be noticed directly to customers and interested parties within the PPC service territory along with local media outlets and social media.

9.5 IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

Deficiencies in the plan will be identified by ongoing distribution system safety reviews, field operations, and identified 'lessons learned' from other POU's.

Responsibility for correcting deficiencies within the plan and implementing corrective actions or plans will be the responsibility of the Power Company Manager.

9.6 MONITORING THE EFFECTIVENESS OF INSPECTIONS

PPC will monitor the effectiveness of its inspections through written reports and periodic field verification by others, including the Power Company Manager.

10.0 INDEPENDENT EVALUATOR

Public Utilities Code section 8387© requires PPC to engage with a qualified Independent Evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this Wildfire Mitigation Plan. The Independent Evaluator must issue a report that is posted to PPC's website. This report must also be presented to PPC Board of Directors at a public hearing.

Going forward, PPC will utilize the City of Vallejo Fire Marshal as the qualified Independent Evaluator with experience in assessing the safe operation of electrical distribution infrastructure and related facilities on Mare Island Vallejo.

The Fire Marshal Independent Evaluator is physically located on Mare Island Vallejo and is familiar with the PPC service territory, utility operations and has worked with PPC on specific potential ignition hazards previously.

11.0 EXHIBITS

11.1 EXHIBIT A – PPC WOOD POLE INVENTORY



Subject: Wood Pole Overhead Inventory, Log

Revision: 16-May-2024

Club Drive

Pole #	Lat	Long	Service	Vegetation Status	Pole Status	Last Inspection	Actions Taken
D3-P1	- 122° 15' 58" W	38° 5' 14" N	Touro to Forest Service Offices, Streetlighting, Water Tank	No tree interference. Sidewalk, lawn adjacent.	Good Condition	7-May-2024	
D3-P2	- 122° 15' 58" W	38° 5' 13" N		No Tree interference. Sidewalk adjacent.	Good Condition	7-May-2024	
D3-P3	- 122° 15' 59" W	38° 5' 12" N		Tree Branch encroachment potential and light grassess.	Good Condition	7-May-2024	
D3-P4	- 122° 15' 59" W	38° 5' 12" N		Tree Branch encroachment potential and light grassess.	Good Condition	7-May-2024	
D3-P5	- 122° 15' 59" W	38° 5' 10" N		Light grasses	Good Condition	7-May-2024	Grasses Removal at base of pole per GO-95
D3-P6	- 122° 15' 58" W	38° 5' 9" N		Light grasses	Good Condition	7-May-2024	Grasses Removal at base of pole per GO-95
D3-P7	- 122° 15' 58" W	38° 5' 8" N		Tree Branch encroachment potential and light grassess.	Good Condition	7-May-2024	Grasses Removal at base of pole per GO-95
D3-P8	- 122° 15' 58" W	38° 5' 7" N		Tree Branch encroachment potential and light grassess.	Good Condition	7-May-2024	Grasses Removal at base of pole per GO-95
D3-P9	- 122° 15' 58" W	38° 5' 7" N		Light grasses	Good Condition	7-May-2024	Grasses Removal at base of pole per GO-95

South Island

Pole #	Lat	Long	Service	Vegetation Status	Pole Status	Last Inspection	Actions Taken
C1-P2	- 122° 15' 19" W	38° 4' 23" N	South Island Distribution	Light grasses	Good Condition	5/9/2023	Grasses removal at base of pole per GO.95
C1-P3	- 122° 15' 22" W	38° 5' 5" N		Light grasses	Good Condition	5/10/2024	Grasses removal at base of pole per GO.95
C1-P4	- 122° 15' 22" W	38° 5' 5" N		Light grasses	Good Condition	5/10/2024	Grasses removal at base of pole per GO.95
B1-P1	- 122° 15' 20" W	38° 5' 4" N		Light grasses	Good Condition	5/10/2024	Grasses removal at base of pole per GO.95
B1-P2	- 122° 15' 19" W	38° 5' 3" N		Light grasses	Good Condition	5/10/2024	Grasses removal at base of pole per GO.95
B1-P3	- 122° 15' 17" W	38° 5' 1" N		Light grasses	Good Condition	5/10/2024	Grasses removal at base of pole per GO.95
B1-P4	- 122° 15' 15" W	38° 4' 58" N		Light grasses	Good Condition	5/10/2024	Grasses removal at base of pole per GO.95
B1-P5	- 122° 15' 13" W	38° 4' 57" N		Light grasses	Good Condition	5/10/2024	Grasses removal at base of pole per GO.95
B1-P6	- 122° 15' 12" W	38° 4' 55" N		Light grasses	Good Condition	5/10/2024	Grasses removal at base of pole per GO.95
B1-P7	- 122° 15' 10" W	38° 4' 52" N		Light grasses	Good Condition	5/10/2024	Grasses removal at base of pole per GO.95
A1-P1	- 122° 15' 9" W	38° 4' 52" N		Light grasses	Good Condition	5/10/2024	Grasses removal at base of pole per GO.95
AA1-P1	- 122° 15' 0" W	38° 4' 22" N		Light grasses	Good Condition	5/10/2024	Grasses removal at base of pole per GO.95
AA2-P1	- 122° 15' 1" W	38° 4' 30" N		Light grasses	Good Condition	5/9/2024	Grasses removal at base of pole per GO.95
AA2-P2	- 122° 15' 2" W	38° 4' 29" N		Light grasses	Good Condition	5/9/2024	Grasses removal at base of pole per GO.95
AA2-P3	- 122° 15' 4" W	38° 4' 28" N		Light grasses	Good Condition	5/9/2024	Grasses removal at base of pole per GO.95
AA2-P4	- 122° 15' 6" W	38° 4' 27" N		Light grasses	Good Condition	5/9/2024	Grasses removal at base of pole per GO.95
AA2-P5	- 122° 15' 8" W	38° 4' 26" N		Light grasses	Good Condition	5/9/2024	Grasses removal at base of pole per GO.95
AA2-P6	- 122° 15' 10" W	38° 4' 26" N		Light grasses	Good Condition	5/9/2024	Grasses removal at base of pole per GO.95
AA3-P7	- 122° 15' 19" W	38° 4' 23" N		Light grasses	Good Condition	5/9/2024	Grasses removal at base of pole per GO.95

South Island cont'd

Pole #	Lat	Long	Service	Vegetation Status	Pole Status	Last Inspection	Actions Taken
A3-P8	- 122° 15' 23" W	38° 4' 24" N	South Island Distribution	Light grasses	Good Condition	5/13/2024	Grasses removal at base of pole per GO.95
A3-P1	- 122° 15' 23" W	38° 4' 24" N		Light grasses	Good Condition	5/13/2024	Grasses removal at base of pole per GO.95
A3-P2	- 122° 15' 24" W	38° 4' 24" N		Light grasses	Good Condition	5/13/2024	Grasses removal at base of pole per GO.95
A3-P4	- 122° 15' 26" W	38° 4' 25" N		Light grasses	Good Condition	5/13/2024	Grasses removal at base of pole per GO.95
A3-P5	- 122° 15' 25" W	38° 4' 28" N		Light grasses	Good Condition	5/13/2024	Grasses removal at base of pole per GO.95
A3-P6	- 122° 15' 26" W	38° 4' 31" N		Light grasses	Good Condition	5/13/2024	Grasses removal at base of pole per GO.95
K1-P2	- 122° 17' 12" W	38° 7' 1" N		Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95
K1-P1	- 122° 17' 14" W	38° 7' 0" N		Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95
K1-P10	- 122° 17' 13" W	38° 6' 59" N		Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95
K1-P9	- 122° 17' 16" W	38° 6' 59" N		Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95
K1-P8	- 122° 17' 16" W	38° 6' 59" N		Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95
K1-P50	- 122° 17' 16" W	38° 6' 59" N		Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95
K2-P49	- 122° 17' 16" W	38° 6' 58" N		Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95
K2-P48	- 122° 17' 15" W	38° 6' 57" N		Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95
K2-P13	- 122° 17' 15" W	38° 6' 55" N		Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95
K2-P14	- 122° 17' 15" W	38° 6' 54" N		Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95
K2-P15	- 122° 17' 14" W	38° 6' 52" N		Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95
K2-P16	- 122° 17' 13" W	38° 6' 51" N		Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95
K2-P17	- 122° 17' 12" W	38° 6' 50" N		Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95

North Island

Pole #	Lat	Long	Service	Vegetation Status	Pole Status	Last Inspection	Actions Taken
K2-P18	- 122° 17' 10" W	38° 6' 48" N	Cal Trans	Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95
K2-P19	- 122° 17' 9" W	38° 6' 47" N	Cal Trans	Light grasses	Good Condition	5/6/2024	Grasses removal at base of pole per GO.95
J2-P1	- 122° 17' 15" W	38° 6' 43" N	COV Street Light	Light grasses	Good Condition	5/7/2024	Grasses removal at base of pole per GO.95
J2-P2	- 122° 17' 13" W	38° 6' 44" N	COV Street Light	Light grasses	Good Condition	5/7/2024	Grasses removal at base of pole per GO.95
J2-P3	- 122° 17' 11" W	38° 6' 46" N	COV Street Light	Light grasses	Good Condition	5/7/2024	Grasses removal at base of pole per GO.95
J2-P4	- 122° 17' 9" W	38° 6' 47" N	COV Street Light	Light grasses	Good Condition	5/7/2024	Grasses removal at base of pole per GO.95
J2-P5	- 122° 17' 8" W	38° 6' 46" N	COV Street Light	Light grasses	Good Condition	5/7/2024	Grasses removal at base of pole per GO.95
J2-P6	- 122° 17' 7" W	38° 6' 45" N	COV Street Light	Light grasses	Good Condition	5/7/2024	Grasses removal at base of pole per GO.95
J2-P7	- 122° 17' 6" W	38° 6' 44" N	COV Street Light	Light grasses	Good Condition	5/7/2024	Grasses removal at base of pole per GO.95
J2-P8	- 122° 17' 5" W	38° 6' 43" N	COV Street Light	Light grasses	Good Condition	5/7/2024	Grasses removal at base of pole per GO.95
J2-P9	- 122° 17' 3" W	38° 6' 40" N	COV Street Light	Light grasses	Good Condition	5/7/2024	Grasses removal at base of pole per GO.95
J2-P10	- 122° 17' 0" W	38° 6' 38" N	COV Street Light	Light grasses	Good Condition	5/7/2024	Grasses removal at base of pole per GO.95
J2-P11	- 122° 16' 59" W	38° 6' 37" N	COV Street Light	Light grasses	Good Condition	5/7/2024	Grasses removal at base of pole per GO.95
J2-P12	- 122° 16' 58" W	38° 6' 35" N	COV Street Light	Light grasses	Good Condition		Grasses removal at base of pole per GO.95

11.2 EXHIBIT B – WOOD POLE SEGMENTS

SOUTH ISLAND

The 12kV overhead distribution line on South Island is a combination of underground conduit and overhead wood poles and serves US Coast Guard telecommunications and ship traffic radar. There are a total thirty-eight (38) poles in this circuit.

Of the 38 poles, 34 are in areas of light grasses or gravel. Four (4) poles are located adjacent to areas of light vegetation, brush and trees.



CLUB DRIVE

The 12kV overhead distribution line on Club Drive originates in an underground vault at Touro University and travels south to serve the USDA Forest Service office building and street lighting. There are a total of nine (9) wood poles on this circuit.

There are trees encroaching on the right-of way, and periodic tree maintenance is performed to prevent branches from impacting the overhead lines. Please refer to Exhibit C – PPC Metrics FY 2022 – 2023.



NORTH ISLAND

The North Island overhead is a 2.4kV circuit serving street lighting and a flood control district pump. There are a total of fourteen (14) wood poles on this circuit.

The poles are in light to moderate grasses, shrubs and in proximity to several trees. The area is regularly maintained by the Mare Island Master Developer including mowing and weed / grasses abatement. Three (3) poles are located near trees, which are regularly inspected and maintained as necessary.



11.3 EXHIBIT C – PPC METRICS FY 2022-2023

#	Metric:	No.	Date:	Explanation:
1	PPC Ignitions	0		
2	Downed Wires	0		
3	Non-PPC Ignitions	0		
4	Vandalism	0		Vandalism to overhead distribution lines and wood poles, or other facilities with the potential for ignitions.
	Inspections:			
5	Fall	1	10/1/2023	Grasses acceptable – defer tree abatement until spring.
6	Spring	1	2/14/2023	Tree Trimming required on Club Drive, pole base grasses removal.
	Abatement:			
7	Tree Trimming	1	2/18/2023	Tree branches, brush removal and ROW clearing on Club Drive.
8	Grasses, Brush Removal	1	May 2023	Around all wood poles per GO 95 – 2 weeks duration.

12.0 REVISION HISTORY

Version	Revisions	Section
2023	Comprehensive revision to comply with WSAB Staff Reports.	
2024	- Added Revision History	12
	- was: 59 low and medium... is: 61 active low and medium...	1.2 & 3.1
	- was: Plan Section 7.4 is: Plan Section 7.0	Table 1 b (2) (G)
	- Plan Section was: 7.3, 1.3 is: 7.0, 1.3	Table 1 b(3)
	- Plan Section was: 9.2 is: 9.4	Table 1 b (2) (N) (i)
	- Plan Section was: 9.4 is: 9.5	Table 1 b (2) (N) (ii)
	- Plan Section was: 9.5 is: 9.6	Table 1 b (2) (N) (iii)
	- Table 2 Number of Customers Served: was: 584 is: 600 Population Within Service Territory: was: 1,056 people is: 1,000 residents 1,500 work population	1.4
	- Updated staff numbers. was: The utility has a staff of four (4) Utility Technicians three (3) dedicated to electric operations, one (1) to gas operations. In addition to the Utility Technicians, a Lineworker position supports the electric and gas operation. is: The utility has a staff of three (3) Utility Technicians dedicated to electric operations. In addition to the utility Technicians, three (3) Lineworker positions support the electric and gas operations. was: The Mare island master developer employes a contracted goat... is: The Mare Island master developer employes employs both mechanical methods and a contracted goat... Deleted: This will be a fulltime, year-round reduction activity starting in 2024.	3.4

Version	Revisions	Section
2024 cont'd	- was: ...vehicle patrols of the system's 59 poles. is: ... vehicle patrols of the system's 61 poles.	6.2
	- was: Please refer to Exhibit C, PPC Metrics FY 2021 – 2022 is: Please refer to Exhibit C, PPC Metrics FY 2022 – 2023 - was: PC performs more frequent and detailed ... is: PPC performs more frequent and detailed ...	6.4
	- was: contains 26 wood poles... is: contains 14 wood poles...	6.9
	- Deleted Table 6. Redundant as this was already Exhibit C. Added to end of section: Refer to Exhibit C – PPC Metrics FY 2022 – 2023.	9.3
	- Updated PPC Wood Pole Inventory with May 2024 data	11.1 Exhibit A
	- was: twenty-four (24) poles in this circuit. is: thirty-eight (38) poles in this circuit. was: of the 24 poles... is: of the 38 poles...	11.2 South Island
	- Corrected exhibit reference: was: Please Refer to Exhibit D – PPC Metrics FY 2021 – 2022 is: Please refer to Exhibit C – PPC Metrics FY 2022 – 2023	11.2 Club Drive
	- PPC Metrics was: 2021 – 2022 is: 2022 – 2023 Updated dates to reflect 2023 Inspections and Abatement	11.3 Exhibit 3



**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 an Ordinance Amending Pittsburg Municipal Code Chapter 2.85 and Repealing Chapter 2.86

MEETING DATE: July 1, 2024

EXECUTIVE SUMMARY

On July 17, 2024, the City Council introduced and waived further reading of an Ordinance amending Pittsburg Municipal Code Chapter 2.85 and repealing Chapter 2.86 to consolidate the Purchasing Policy and two chapters of the Pittsburg Municipal Code for efficiency and ease of reference, to revise provisions for clarification, and to correct and/or align with current State law and local policy and practice.

FISCAL IMPACT

The amendment would have no fiscal impact.

RECOMMENDATION

Adopt ordinance 24-1521 Amending Pittsburg Municipal Code Chapter 2.85 and Repealing Chapter 2.86.

BACKGROUND

On June 17, 2024, the City Council, through consideration, introduced Ordinance 24-1521 and moved to waive further reading of the Ordinance Amending Pittsburg Municipal Code Chapter 2.85 and Repealing Chapter 2.86. Contracting requirements for the City of Pittsburg are set forth in Pittsburg Municipal Code Chapters 2.85 and 2.86, and the Purchasing Policy. The chapters were added to the PMC in 2006 and various subsections have been amended from time to time. PMC Section 2.85.010 required the City Council to adopt by resolution a policy for purchases. The Purchasing Policy was last amended in 2018.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

The proposed ordinance consolidates the City's contracting requirements into one chapter of the Pittsburgh Municipal Code. The proposed ordinance contains requirements for contracting for the four categories engaged in by local public agencies: equipment and supplies, general services, professional services, and public works projects.

Staff sometimes issue a Request for Proposals for purposes of creating a list of service providers and entering into master on-call contracts so that assistance is readily available as the need arises. The ordinance addresses and authorizes this approach and sets forth a requirement that staff obtain three or more quotes when a task is identified for on-call work that is expected to exceed \$50,000.

For public works projects, state law authorizes informal bidding so long as certain prerequisites are met, including a dollar ceiling. The City meets the prerequisites and historically authorized informal bidding for public works projects. From time to time, the state increases the dollar ceiling for public works projects to be contracted through informal bidding, to recognize the increase in costs over the years. Presently, a public works project of up to \$200,000 can be contracted through the informal bidding procedure. The proposed ordinance incorporates any future increases established by the state.

The proposed ordinance clarifies that the City may engage in cooperative contracting. The City belongs to one or more purchasing cooperatives. A co-op identifies vendors through a bidding process or request for proposals, for the benefit of the members of the co-op. The collective effort is expected to yield better prices and more vendors compared to one member seeking vendors on its own. The ordinance allows contracting through a co-op so long as the co-op utilized a process similar to or better than the City's required contracting process.

Provisions from the Purchasing Policy have been carried over to the ordinance: Purchases may be made through an agreement negotiated by another public agency (known as a "piggyback" purchase). In an emergency, as defined, and in specified circumstances, contracting requirements may be curtailed. The dollar limit for contracting by the City Manager and City Attorney remains at \$75,000, and \$50,000 for department heads. To facilitate faster procurement of equipment for the electric utility, the dollar limit is \$250,000. All contracts of the City must be in writing, and any contract of \$10,000 or more must be reviewed and signed approving as to form by the City Attorney.

After introducing an Ordinance, the City Council must approve the action by adopting the Ordinance by a majority vote at a subsequent meeting. The Ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS: Ordinance

Report Prepared By: Donna Mooney, City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending Pittsburg Municipal Code)
Chapter 2.85 Purchasing System and)
Repealing Chapter 2.86)

ORDINANCE NO. 24-1521

WHEREAS, pursuant to the City's police power under Article XI Section 7 of the California Constitution, the City Council of the City of Pittsburg has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, the City seeks to consolidate its contracting and purchasing requirements set forth in the Purchasing Policy and two chapters of the Pittsburg Municipal Code into one chapter of the PMC for ease of reference; and

WHEREAS, the proposed ordinance clarifies, corrects, and/or revises provisions in compliance with current law, practice and desired policy.

NOW, THEREFORE, the City Council of the City of Pittsburg Does ORDAIN as follows:

Section 1. Amendment. Chapter 2.85 of the Pittsburg Municipal Code is hereby deleted and replaced to read as follows:

**Chapter 2.85
CONTRACTING AND PURCHASING**

Sections:

2.85.010 Purpose

2.85.020 Chief contracting and purchasing officer

2.85.030 Contracting for equipment and supplies

2.85.040 Contracting for general services

2.85.050 Contracting for professional services

2.85.060 Contracting for on-call professional services

2.85.070 Contracting for public works projects – informal bidding

2.85.080 Contracting for public works projects – formal bidding

2.85.090 Contracting – exemptions

2.85.100 Contracting authority of employees

2.85.110 Contracting requirements

2.85.120 Local preference in contracting and purchasing

2.85.010 Purpose.

The purpose of this chapter is to ensure prudent expenditures of public funds, provide fairness to vendors in the selection process, and to avoid favoritism.

2.85.020 Chief contracting and purchasing officer.

The city manager is the chief contracting and purchasing officer of the city. The city manager may delegate his/her duties as chief purchasing officer to other city staff. The chief purchasing officer or his/her designated representative may have additional duties specified by resolution of the city council. The city manager or his/her designated representatives may sign contracts on behalf of the city when authorized by ordinance, resolution or other action of the city council. The city manager is authorized to establish purchasing procedures as an administrative order in compliance with this chapter and applicable law.

2.85.030 Contracting for equipment and supplies.

A. Equipment and supplies defined. Equipment and supplies are goods procured by the city for the conduct of the city's business, except equipment and supplies procured by a contractor or subcontractor for a public works project governed by sections 2.85.070 and 2.85.080.

B. Formal bidding for equipment and supplies.

1. Formal bidding is required for any purchase of equipment and supplies over \$50,000.

2. Formal bidding shall contain the following:

- a. Notice issued using an invitation to bid template, and
- b. If applicable, solicit potential vendors through supplier lists approved by the purchasing officer; and
- c. Advertise the invitation to bid on the city website, by advertisement in a newspaper of general circulation, and/or direct mail or email to reputable vendors, at least 10 days before the deadline for submission of bids; and
- d. Open the bids at advertised time to determine the lowest responsive bid.

3. The lowest responsive bid shall be recommended to city council for award of the contract.

C. Informal bidding for equipment and supplies.

1. Informal bidding is authorized for any purchase of equipment and supplies in the amount of \$50,000 or less.

2. Potential vendors may be solicited using the Request for Quote template through supplier lists, if applicable, notice on the city website, and/or direct mail or email to reputable vendors, at least 10 days before the deadline for submission of quotes.

3. At least three quotes must be solicited for any purchase of equipment and supplies over \$10,000, unless fewer than three reputable vendors are available to provide the required equipment or supplies.

4. The city manager or his/her designee is authorized to enter into a contract with the vendor that submits the lowest responsive quote.

2.85.040 Contracting for general services.

A. General services defined. General services are services from a vendor that do not require a high degree of professional or technical skill, such as janitorial services, general labor, or maintenance. General services do not include professional services as defined in section 2.85.050 or public works project services as defined in section 2.85.070.

B. A request for proposals (RFP), must be issued when the anticipated cost of general services exceeds \$100,000 during the term of the contract, including any potential renewal terms. The RFP should attach the required form of agreement for the general services, subject to approval as to form by the city attorney. The RFP may also require information about the vendor's qualifications, experience, or other relevant information for the procurement. Cost shall be the highest weighted criterion for the evaluation of proposals. Vendors shall be solicited through lists approved by the purchasing officer, if applicable, direct mail or email, and/or newspaper advertisement. Each RFP must also be posted on the city website.

C. A minimum of three quotes shall be obtained when the anticipated cost of services is \$50,000 to \$100,000, unless fewer than three reputable vendors are available to provide the required general services.

2.85.050 Contracting for professional services.

A. Professional services defined. Professional services are services from a specially trained and experienced person, firm, or corporation for special services and advice in financial, economic, accounting, engineering, legal, planning or administrative matters.

B. Procurement and selection. Selection shall be based on the demonstrated competence, experience and professional qualifications of the vendor necessary for the satisfactory performance of the professional services. In any request for proposals, cost shall be a criterion.

2.85.060 Contracting for on-call professional services.

A. On-call services defined. For professional services that may be needed on an occasional basis as need arises, city staff may solicit for professional services providers to be retained under contract for on-call services, following the requirements in section 2.85.050.

B. List. A list of qualified professional service providers may be compiled based on responses to the solicitation.

C. Quotes for task. When a particular task is identified for on-call work, at least three quotes must be obtained from professional service providers, on the list or if there is no list, when the estimated cost of the work is over \$50,000, unless there are fewer than three professional service providers listed or available for the type of services needed.

2.85.070 Contracting for public works projects – informal bidding

A. Public works project defined. Public works project has the same meaning as “public project” as defined in Public Contract Code section 22002, as may be amended.

B. Informal bidding authorized. As authorized by Public Contract Code Section 22034, the city elected to become subject to the California Uniform Public Construction Cost Accounting Act (CUPCCAA) as set forth in Public Contract Code Sections 22000 through 22050, and is therefore permitted to use the informal bidding procedures set forth in Public Contract Code Section 22034. The provisions of CUPCCAA take precedence over any

conflicting provisions in Public Contract Code Sections 20160 through 20174. All applicable provisions of the Public Contract Code remain in effect and city contracting is subject to them, unless superseded by conflicting terms under CUPCCAA.

C. Informal bidding procedures. A public works project of up to \$200,000, or any higher amount as may be established by state law under CUPCCAA, may be let to contract by the informal procedure as set forth in Sections 22032(b) and 22034 of the Public Contract Code, as may be amended.

D. Contractors list required. The city manager or designee(s) shall develop and maintain a list of qualified contractors identified according to categories that comply with section 22034 of the Public Contract Code and criteria adopted by the Commission (Commission). The city manager or his/her designee(s) shall develop and maintain the contractors list by annually mailing or emailing a written notice to construction trade journals designated by the Commission as specified by region in the Commission's current *Cost Accounting Policies and Procedures Manual*, accessed via the Commission's website, inviting all licensed contractors to submit the name of their firm to the city for inclusion on the contractors list of qualified bidders for the following calendar year.

E. Notice for informal bidding. For a public works project with the estimated cost set forth in subsection (C), not less than 10 days before the bids are due, the city manager or his/her designee shall mail or email a written notice inviting bids to (1) all contractors for the category of work to be bid as shown on the contractors list developed in accordance with subsection (C) and/or (2) all construction trade journals designated by the Commission under Public Contract Code Section 22036. Additional contractors and construction trade journals may be notified at the discretion of the city manager or designee. If there is no list of qualified contractors for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.

F. Small projects. For a public works project of up to \$60,000, or any higher amount as may be established by state law, the city may perform the project by city employees, by force account, by negotiated contract or by purchase order as authorized by Section 22032(a) of the Public Contract Code, as may be amended, or the city may elect to follow the informal bidding procedure set forth in this section and state law.

G. Award authority. The city manager or his/her designee is authorized to award contracts subject to the informal bid or small project requirements in this section 2.85.070.

H. Bid over informal bid limit. If all bids received on a public works project under the procedure set forth in this section are in excess of the amount set forth in subsection (C), the city council may award the contract at an amount authorized by state law to the lowest responsible bidder if the council determines by adopting a resolution by at least four-fifths vote that the city's original cost estimate was reasonable.

2.85.080 Contracting for public works projects – formal bidding.

A. Any contract for a public works project which exceeds the informal bid threshold in section 2.85.080 shall be procured in compliance with formal bidding requirements in section 22037 of the Public Contract Code, as may be amended.

B. A public works project of more than \$1 million is subject to Project Stabilization Agreement unless exempt.

2.85.090 Contracting – exemptions.

The following shall be exempt from bidding requirements of this chapter:

A. Piggyback contracting. Contracting may be done through a contract entered into by another public agency if the city attorney determines the contract is acceptable as to form and (a) the contracting procedure was substantially similar to the city's required procedure for a contract of the same type and dollar amount, or (b) the contract is identified by the State of California procurement department.

B. Cooperative contracting. Contracting may be done through a contract entered into by a cooperative entity if the contracting procedure was substantially similar to the city's required procedure of the same type and dollar amount, provided the city attorney determines the contract is acceptable as to form.

C. Emergency contracting.

1. Public work projects subject to bidding. In the case of a sudden, unexpected occurrence that poses a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services, the city manager is authorized to purchase repairs or replacement of any public facility, procure necessary equipment, services and supplies, without giving notice for bids to let contracts, in compliance with Public Contract Code section 22050.

2. All other contracts. In the case of a sudden, unexpected occurrence that poses a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services, the city manager may enter into a contract up to \$150,000, without city council approval or compliance with other procedures set forth in this chapter 2.85.

D. Design-build. Public works projects may be procured on a design-build basis subject to the requirements and limitations of Sections 22160 through 22169, and Section 22170 et seq., as may be amended.

E. Other. Based on unique fact or circumstances and a recommendation with justification from the affected department director, the city manager after consultation with the city attorney may waive one or more purchasing procedures if they determine the interests of the city are best served and waiver complies with relevant law. This exception includes but is not limited to the circumstances when equipment or services are available only from one vendor, or equipment from a particular manufacturer is necessary for optimal functioning with existing equipment, rendering solicitation futile.

2.85.100 Contracting authority of employees.

A. City council authorization. Except as authorized in this chapter, no contract or purchase may be made without the prior authorization of city council.

B. City manager authorization. The city manager is authorized to contract or purchase in the amount of \$75,000 or less, except that the city manager is authorized to purchase electric utility equipment or supplies in the amount of \$250,000 or less. The city manager is authorized to delegate authority to contract or purchase to any employee so long as the delegation is in writing. A department head is authorized to enter into a contract in the amount of \$50,000 or less.

C. City attorney authorization. The city attorney is authorized to contract or purchase professional legal services, professional services related to legal matters, general services, and supplies, in the amount of \$75,000 or less.

2.85.110 Contracting requirements.

A. All contracts must be in writing.

B. All contracts must set forth the total maximum compensation.

C. Bid splitting is prohibited. Bid splitting means to divide a transaction into separate contracts to avoid the requirement to obtain city council approval or use competitive bidding.

C. For any multi-year contract, adequate funds must be available to fulfill the first fiscal year's obligation and the time of contract execution. Subsequent years' appropriations are subject to city council authorization unless allowed pursuant to state law and the terms of the contract.

D. Any contract for a duration of more than seven years must be approved by city council regardless of the dollar amount.

E. Any contract in the amount of \$10,000 or more must be reviewed and signed approving as to form by the city attorney.

F. A contract approved by city council may be amended to increase the compensation amount when the city council has approved a contingency amount and the increase is equal to or less than the contingency, or when the amount of the increase is less than \$25,000.

G. Only the city attorney may enter into a contract for outside counsel services.

2.85.120 Local preference in contracting and purchasing.

The city shall provide a three percent preference for local vendors when soliciting for contracts up to \$50,000. To qualify for the preference, the purchase must be subject to sales tax collection. The vendor must hold a current Pittsburg business license and be located in Pittsburg. This section does not apply to public works projects subject to informal or formal bidding, or to federally funded projects subject to procurement standards in 2 C.F.R. sections 200.318 through 200.327, as may be amended.

2.85.130 Minority and women-owned businesses.

It is the city's policy to give minority suppliers an opportunity to compete on an equal basis with all other vendors in the competitive marketplace. One of the responsibilities of the city manager or designee is to seek out and identify qualified, minority- and women-owned businesses and assist them in becoming familiar with the city's requirements for city purchases.

Section 2. Repeal of Chapter 2.86. Chapter 2.86 of the Pittsburg Municipal Code is

hereby repealed.

Section 3. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

Section 4. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

Section 5. Publication. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on June 17, 2024, and was adopted at a regular meeting of the City Council held on the 1st day of July 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk