



**CITY OF PITTSBURG
AGENDA**

NOVEMBER 07, 2022

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

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

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

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

PRESIDING

**Holland Barrett White, Mayor/Chair
Shanelle Scales-Preston, Vice- Mayor/Chair
Juan Antonio Banales, Council Member/Board Member
Jelani Killings, Council Member/Board Member
Marilyn “Merl” Craft, Council Member/Board Member**

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

Pittsburg City Council 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 P.M. - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8

Property: Stoneman Park (APN: 094-080-014, 094-090-001, 094-080-002); City negotiators: Garrett Evans, Maria Aliotti, Jordan Davis; Negotiating parties: Albert Seeno III and Louis Parsons, Discovery Builders LLC; Under negotiation: Price and terms of payment

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6

City designated representatives: Mary Egan, MRG, LLC; Jennifer Brizel

Unrepresented employees: City Manager and City Attorney

7:00 P.M. - CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

3. Veterans Day

PRESENTATIONS

4. New Employee Introductions
5. Community Development Department Overview

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)

CITY COUNCIL MEETING

PUBLIC HEARING

CONSIDERATION

6. Adoption of a City Council Resolution to Approve the Amended Handbook for City Advisory Bodies

Working with an ad hoc committee of the City Council, the City Clerk and Commission liaison staff were tasked with review of the Handbook for City Advisory Bodies. Along with some ministerial corrections, the committee has determined a change in the dates and length of terms is recommended. The newly formed Youth Advisory Commission was also included in the Handbook. Staff recommends approval of the amended handbook as a training and guidance document for members of the City's commissions.

7. Adoption by Minute Order of a City Council Recess for Winter Months

Historically, the City Council takes a recess during the winter months to allow for both staff and Council vacations during the holiday season and to accommodate the City's Winter Closure.

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, SUCCESSOR AGENCY AND SOUTHWEST PITTSBURG GHAD II CONSENT CALENDAR

8. Minutes of October 17, 2022
9. Adoption of a Southwest Pittsburg GHAD II Resolution to Authorize Summary Vacation of a 7,720 sf Geologic Hazard Abatement District Maintenance Access Easement

The Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) owns and maintains 6.25 acres of open space and environmental mitigation area at the southeastern corner of W Leland Road and San Marco Boulevard. The GHAD's existing access easement to this mitigation area must be vacated to allow for the construction of the anchor tenant building at the San Marco Commercial Center Project.

10. Adoption of a City Council Resolution Making Findings in Support of Continuing to Hold Public Subcommittee Meetings by Teleconference Pursuant to California

Government Code Section 54953(e)

Assembly Bill 361 (AB 361) amended the Brown Act to allow local legislative bodies to continue to meet remotely during proclaimed states of emergency under specified conditions. Findings must be made every 30 days.

11. Adoption of an Ordinance Amending Title 8.08 of the Pittsburg Municipal Code Regarding Sustainable Food Packaging and Condiments

On October 17, 2022, the City Council introduced and waived further reading of an Ordinance amending Title 8.08 of the Pittsburg Municipal Code. Approval of the amendments will bring the City into compliance with AB 1276 which aims to decrease plastic in the landfill as well as plastic pollution in the streets and waterways of Pittsburg where it causes serious environmental harm.

12. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consultant Agreement with Luhdorff and Scalmanini for Engineering Services

The Water Treatment Plant is responsible for the treatment, quality, distribution, testing and regulatory compliance of the City's water system, including groundwater wells. If approved, the resolution would authorize execution of a consultant agreement with Luhdorff and Scalmanini Consulting Engineers for groundwater monitoring and well maintenance services necessary for regulatory compliance.

13. Adoption of a City Council Resolution Amending Staffing Allocation in the Engineering Division

The City Manager, upon recommendation from the Director of Public Works/City Engineer, recommends changing the staffing allocation plan by adding one (1) Assistant Engineer position to the Engineering Division.

14. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute a Consultant Agreement for Design Services for the Frontage Road Living Green Trail Project

Living Green Pittsburg – Trail and Community Outreach Project is a Clean California Local Grant project that includes Green Stormwater Infrastructure improvements to the Frontage Road corridor. After a proposal process and interviews, staff proposes to retain Sandis Engineers Surveyors and Planners for design of the trail and associated improvements.

15. Adoption of City Council Resolution Authorizing the City Manager to Execute a Contract for the Purchase of a New Brush Chipper

The City maintains a fleet of vehicles and equipment necessary for police operations and for maintenance of the City's infrastructure, including a brush chipper that needs replacement. If approved, this resolution will authorize a purchase contract with RDO Equipment Co. ("RDO") for a new 2022 Vermeer BC1500 brush chipper.

16. Adoption of a City Council Resolution to Modify the Standby Pay and Amend the IBEW Agreement

The City Manager, upon recommendation from the Director of Human Resources, recommends amendments to the International Brotherhood of Electrical Workers (IBEW), Local 1245 Memorandum of Understanding (MOU). The City Council is asked to approve the amendment to the IBEW Memorandum of Understanding.

17. Adoption of a City Council Resolution to Authorize Allocation of U.S. Department of Justice – Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG)

The Pittsburgh Police Department has submitted a preliminary application to the U.S. Department of Justice for funding under the Edward J. Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$33,623.00.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

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

COUNCIL MEMBER REMARKS

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

ADJOURNMENT to November 21, 2022

NOTICE TO PUBLIC

GENERAL INFORMATION

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 City holidays). The full 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 citizens. 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 Streaming Media page. Past meetings are also archived on that webpage. Watch the live meeting via the City's webcast (www.pittsburgca.gov), or on Delta TV Comcast Channel 32, or Delta TV AT&T U-Verse Channel 99. For more information, please contact the City Clerk's office at 252-4850.

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2022

Updated September 19, 2022

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
ABAG	Shanelle Scales-Preston / Holland White Alt.	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2 nd Wednesday	R. Abono
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alternate	Standing	Monthly	J. Davis
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual	R. Abono
MCE Clean Energy Board	Shanelle Scales-Preston / Holland White Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Holland White / Juan Banales Alternate	Standing	2 nd Thursday	R. Abono
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	R. Abono
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Shanelle Scales-Preston / Merl Craft Alt.	Standing	3 rd Thursday	*Rotational
Mayor's Conference	Holland White / Shanelle Scales-Preston Alt.	Standing	1 st Thursday	G. Evans
School Districts Committee (2x2)	Shanelle Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	2nd Thursday even months	G. Evans
<u>SUBCOMMITTEES</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
American Rescue Plan Act (ARPA)	Holland White / S. Scales-Preston / Juan Banales Alt.	Ad Hoc	As needed	G. Evans
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
City Council Policy and Procedures Review	Juan Banales & Merl Craft	Ad Hoc	As needed	G. Evans
City Infrastructure and Transportation	S. Scales-Preston & Juan Banales / Holland White Alt.	Standing	As needed	R. Abono
Community Services Subcommittee	Merl Craft & Shanelle Scales-Preston / Juan Banales Alt.	Standing	As needed	M. Aliotti
Constituent Management Services	S. Scales-Preston & Juan Banales / Holland White Alt.	Ad Hoc	As needed	G. Evans
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / S. Scales-Preston Alt.	Standing	As needed	J. Davis
Finance Subcommittee	Juan Banales & Holland White / S. Scales-Preston Alt.	Standing	As needed	P. Rodrigues
Government Performance Subcommittee	Holland White & Jelani Killings	Ad Hoc	As needed	G. Evans
Hills Committee	Juan Banales & Jelani Killings / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Land Use Subcommittee	Juan Banales & Holland White / S. Scales-Preston Alt.	Standing	As needed	J. Davis
Los Medanos Health Advisory Committee	S. Scales-Preston & Jelani Killings	Ad Hoc	As needed	G. Evans
My Brothers Keeper Subcommittee	S. Scales-Preston & Jelani Killings	Ad Hoc	As needed	G. Evans
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	Holland White & S. Scales-Preston / Jelani Killings Alt.	Standing	Monthly	B. Addington
Pittsburg Recognition Committee	Holland White / Shanelle Scales-Preston Alt.	Standing	As needed	K. Simonton
Power Company Advisory	Holland White & S. Scales-Preston / Juan Banales Alt.	Standing	As needed	D. Buchanan
Public Safety Subcommittee	Holland White & Shanelle Scales-Preston	Standing	As needed	B. Addington
Sister City Committee	Jelani Killings & Holland White / Merl Craft Alt.	Standing	As needed	K. Simonton
Tobacco, Cannabis, Alcohol Policy Review	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed	G. Evans

*Rotational Staff as assigned by City Manager

**Stipend of \$170 per month

***Stipend of \$100 per month



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

Proclamation

VETERANS DAY
NOVEMBER 11, 2022

WHEREAS, the men and women who have and currently are serving in the Armed Forces of the United States of America have made major contributions toward the preservation of this Nation and its people;

WHEREAS, the services performed by these millions of gallant Americans have demonstrated the willingness of our nation to meet the challenges of those forces wishing to subjugate individual determination through armed conflict; and

WHEREAS, honorable service performed in the defense of our nation in time of war is the highest form of citizenship; and

WHEREAS, the Congress of the United States of America has designated the eleventh day of November of each year as Veterans Day; and

WHEREAS, the Nation and the free world are eternally grateful for the contributions of American Veterans – men and women – to the advancement of the cause of an honorable world peace.

NOW, THEREFORE, I, Holland Barrett White, Mayor, on behalf of the City Council of the City of Pittsburg, do hereby proclaim November 11, 2022 as Veterans Day in the City of Pittsburg and encourage all citizens to observe the day with appropriate ceremonies in honor of those who have served and are serving to preserve the principles of Justice, Freedom and Democracy.



Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk

November 11, 2021



**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 to Approve the Amended Handbook for City Advisory Bodies

MEETING DATE: November 7, 2022

EXECUTIVE SUMMARY

Working with an ad hoc committee of the City Council, the City Clerk and Commission liaison staff were tasked with review of the Handbook for City Advisory Bodies. Along with some ministerial corrections, the committee has determined a change in the dates and length of terms is recommended. The newly formed Youth Advisory Commission was also included in the Handbook. Staff recommends approval of the amended handbook as a training and guidance document for members of the City's commissions.

FISCAL IMPACT

There is no fiscal impact from this action.

RECOMMENDATION

City Council determine whether to extend the terms of current Commissioners from two to four years for Planning Commission and Community Advisory Commission, adopt the attached resolution to approve the amended handbook for City Advisory Bodies and direct staff to prepare an ordinance to amend the Pittsburg Municipal Code and other necessary document amendments.

BACKGROUND

The City Council maintains several advisory bodies that provide information and assistance in addressing specific issues, facilitate community decision-making and serve as a conduit between citizens, City staff and the Council. Currently, these bodies include the Community Advisory Commission, Historic Resources Commission, Housing Authority, Pittsburg Planning Commission, Pittsburg Youth Advisory Commission, Measure M/P Citizen Oversight Committee and Sister Cities Committee.

The roles and responsibilities of each advisory body are set forth in the Pittsburgh Municipal Code or by City Council resolution. From time to time, the City Council has adopted and revised bylaws governing the mission, purpose and procedures under which commissions perform their function.

In 2015, an ad hoc committee of the City Council worked with the City Clerk, City Attorney and Commission liaison staff to develop an informational handbook for volunteers appointed to these bodies.

The Handbook was amended in 2016 and 2018.

SUBCOMMITTEE FINDINGS

The ad hoc City Council Policy and Procedures Review committee of the City Council worked with the City Clerk, City Attorney and Commission liaison staff to review the current handbook and make recommendations for revisions.

STAFF ANALYSIS

Advisory bodies play an important role in City governance by assisting the City Council in addressing specific issues in detail and providing a conduit for information between the public and the City Council. The roles and responsibilities of each advisory body are set forth in the Pittsburgh Municipal Code, by City Council resolution and through various regulations and state laws.

In order to assist members of the public and the volunteers appointed to the advisory bodies in the performance of their duties, an ad hoc committee of the City Council worked closely with the City Clerk to create the handbook attached to this report as a reference for the basic protocols and procedures that must be followed. Best practices dictate a periodic review of material contained in the handbook.

The information in the handbook is designed to assist commissioners to develop an effective voice and have a satisfactory experience as a community volunteer. The handbook includes a list of advisory bodies and information on the purpose of each. The document also sets forth requirements for meeting times, attendance and eligibility for appointment to the commission.

Regular meeting protocols, rules of debate, decorum in meetings and guidelines for preparing motions and the role of the chair are also included, as is an explanation of the role and relationship between the advisory body and the City Council, Staff, City Clerk and City Attorney. The handbook also includes the latest information available regarding The Ralph M. Brown Act Public Meetings Law, AB 1234 of 2005 (Ethics Training) and AB 1825 of 2004 and AB 1661 of 2016 (Sexual Harassment and Education Training) compliance and Conflict of Interest rules.

The City Attorney, City Clerk and staff assigned to work most closely with the advisory bodies recommend approval of the amended Handbook and request authorization to use it as a training and guidance document for members of the City's commissions.

Length of terms have been lengthened to four years, rather than two, and dates of terms have been clarified.

A section, as well as various guidelines throughout, has been added to address the newly formed Youth Advisory Commission.

Adoption of an Ordinance amending Title 2 of the Pittsburg Municipal Code will be brought forward for City Council approval following adoption of the revised handbook.

ATTACHMENTS: Handbook with tracked changes
 Handbook final version
 Resolution

Report Prepared By: Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving Amended Handbook)
For City Advisory Bodies)

RESOLUTION NO. 22-

WHEREAS, the City of Pittsburg maintains various advisory bodies that provide information and assistance in addressing specific issues, facilitate community decision-making and serve as a conduit between citizens, City staff and the City Council; and,

WHEREAS, the advisory bodies are governed by the Pittsburg Municipal Code, City Council Resolutions, bylaws, as well as requirements and protocols for public meetings and public officials set by state law and regulations; and,

WHEREAS, members of the advisory bodies, including commissions and ad hoc committees, commissioners are well served by a familiarity with the advisory body's foundational documents, such as bylaws, and with recent agendas, minutes and current City Council goals, as well as legal requirements related to their position; and,

WHEREAS, the public is best served by advisory bodies that are knowledgeable about their roles and responsibilities of their position; and,

WHEREAS, the City Council and City Clerk have developed a Handbook for City Advisory Bodies to assist them in the performance of their duties; and,

WHEREAS, an ad hoc committee was appointed to review the current handbook.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the amended Handbook for City Advisory Bodies as set forth in the attached and directs the City Manager to prepare conforming amendments to the Pittsburg Municipal Code, bylaws, and any other relevant document, and submit them for City Council consideration.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 7th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk

City of Pittsburg

Handbook for City Advisory Bodies

Prepared by the City Clerk's Department

City of Pittsburg

~~November 19, 2018~~ November 2022

Table of Contents

Welcome and Orientation.....	3
Advisory Bodies by Departments.....	3
Introduction	
Purpose for Advisory Bodies.....	4
How Appointments Are Made.....	4
Eligibility Requirements/Qualifications	4
Term of Office.....	5
Use of Title	5
Resignation/Removal from Office	6
Meeting Times.....	6
Attendance.....	6
Code of Conduct – Rules of Civility Generally	7
Meetings: Standard Meeting Protocol.....	8
Agenda Preparation and Posting	8
Preparation for Meetings.....	9
Rules of Debate.....	10
Decorum in Meetings.....	12
Role of Chair.....	13
Preparing Motions.....	14
Minutes	15
Advisory Body Role and Relationships	16
Council-Advisory Body Relationship.....	16
Staff-Advisory Body Relationship.....	17
Staff Responsibilities.....	18
City Clerk.....	18
City Attorney.....	18
Legal Matters	19
The Brown Act.....	19
Meeting Types.....	19
Regular Meetings.....	19
<i>Ex Parte</i> Contacts.....	20
E-mail Communications Between Members.....	20
AB1234 and Ethics Training Requirements.....	21
Adjournment or Continuance.....	21
Subcommittees.....	21
Appeals.....	22
Conflict of Interest.....	22
Recusing Yourself.....	22
Communications with the Public Outside of Meetings...	22
Social Media	23
Advisory Body Jurisdiction.....	23
Acknowledgement	26

Welcome and Orientation

Welcome and thank you for your willingness to serve as a member of a City of Pittsburg advisory body. While the City Council sets the goals and priorities for the City and its Commissions, you play an important role in City governance by assisting the City Council in addressing specific issues in detail, lending professional expertise, facilitating community decision-making, and serving as a primary conduit between residents, City staff and departments, and the City Council.

The City of Pittsburg has a varying number of advisory bodies, each with distinct responsibilities. As a new advisory body member, you should familiarize yourself with the documents governing your particular body: these may include City ordinances, City Council resolutions, advisory body bylaws, relevant element(s) of the General Plan, and other documents, all available from your staff liaison. Review of these documents will help you get a sense of what your responsibilities are and what they are not.

This Handbook is designed to serve as a reference for the basic protocols that apply generally to all City advisory bodies. Orientation is necessarily an active process. As a new member you may want to meet with the Chair of your advisory body to get a better sense of your role and the business of the body, as well as with the staff liaison assigned to the body. Along with familiarizing yourself with your advisory body's foundational documents, you may want to review agendas and minutes from recent meetings to see what current issues have been under consideration, as well as the advisory body's work program to familiarize yourself with current goals.

Learning your role and developing an effective voice takes time and familiarity. We hope this Handbook will assist you towards a satisfying and productive experience. Your participation is deeply appreciated by all around you – by the City Council, by City department staff, and by your community. The vitality and strength of our community is found in the willingness of people like you to serve.

By signing this Handbook, each Commissioner agrees to the terms hereof.

Advisory Bodies by Departments

<i>Advisory Body</i>	<i>Department</i>	<i>Date Established</i>
Community Advisory Commission	City Manager	1974
Historic Resources Commission	Planning	6/15/81
Housing Authority	Housing	1/1/67
Planning Commission	Planning	7/25/81
Measure P/M Citizens Oversight Committee	Finance	2/19/13
Sister Cities Committee	Recreation	7/6/98

Youth Advisory Commission	Recreation	9/17/20
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Introduction

Purpose for Advisory Bodies

Advisory bodies play an important role in City government by assisting and advising the City Council, the body that sets policy. Advisory bodies develop recommendations and present supporting information to the City Council, based on the Council's annually adopted goals, policies and priorities for the following fiscal year. Certain advisory bodies have the authority to make final decisions; some decisions may be appealed to the City Council.

Boards and commissions are established by ordinance, while committees are usually established by a motion or resolution to address particular projects or specific areas of concern. Task forces generally are given a defined period of time to accomplish their tasks and are known as ad hoc committees.

Members of City boards and commissions, hereafter collectively referred to as "Members" serve at the pleasure of the City Council. Appointments may be terminated at any time, without cause.

How Appointments Are Made

Applications

Any resident interested in serving on an advisory body is invited to complete an application form and submit it to the City Clerk's Office. Applications remain on file for one year. When a vacancy occurs, it is publicized, and applications of persons interested in serving on the particular body are accepted. The applications will be provided to the City Council for review. Interviews are typically held prior to a Council Meeting with appointment made by the Council a subsequent meeting, typically at the next consecutive meeting.

Pursuant to the Maddy Act, a list of the City's commissions and appointments is posted at City Hall each year by December 31 and updated as vacancies occur and appointments are made.

Eligibility Requirements/Qualifications

Members are required to be residents of the City of Pittsburg at the time of appointment and throughout their term to remain Commissioners. Applicants 18 years and older are required to agree to the same background checks, and fingerprinting as applicable, as City employees, as a prerequisite to being appointed. Such information, including information from personal interviews, shall be considered as part of the appointment process. Upon appointment, all members are sworn in by the City Clerk, or a deputized member of the City Clerk's Office.

For all boards, commissions, and committees, Members are required to file annual Statements of Economic Interest (Form 700) with the City Clerk's Office. Planning Commissioners are required to file their Statement of Economic Interest (Form 700) with the

Fair Political Practices Commission (FPPC) as required under Government Code Section 87200. A Commissioner's failure to file the Form 700, after two notices from the City Clerk, shall be deemed a resignation from office. Each Planning and Community Advisory Commissioner shall also attend an Ethics Training (AB 1234) and Sexual Harassment Awareness Training (AB 1661) seminar within six months of appointment, and every two years thereafter. Youth Commissioners shall attend an Ethics Training (AB 1234) upon taking their seat on the Commission and every two years thereafter. Additional training may be required as directed by the City Council. Required travel shall not extend outside of California.

Term of Office

Planning and Community Advisory Commissioners terms shall be March 1 to February 28 of each year. The Youth Advisory Commission terms will begin on August 1 and end on May 31 to coincide with the general school year.

This schedule will facilitate required training, particularly for Planning Commissioners, and will ensure all Commissions are on the same timetable. The City's target is for recruitment to begin in January-December after a newly re-organized Council seating, with interviews scheduled for the first meeting in February-March and seating of new Commissioners at the second meeting in February-March.

~~Unless otherwise specified, the term of office for members of boards, commissions, and committees is two years. The term of office for members of an ad hoc committee is generally for the life of the specific issue. Members of permanent advisory bodies shall not serve more than four consecutive two-year terms. According to City Council policy, members who have served six years or less at the time their terms expire are eligible for reappointment. After a member's third consecutive term expires, there must be at least a one-year break before that member may be appointed to the same advisory body. The City Council may reappoint members of boards, commissions, and committees to serve on other advisory bodies upon expiration of their current terms of office, or to the same commission if there are no other applicants or if the Council has already considered the current applicants and determined to reappoint an existing member whose term has exceeded the term limits.~~

~~A member of a board, commission or committee may not serve simultaneously on more than one City board, commission, or committee. However, a member of a task force or committee with a sunset date of less than thirteen (13) months in the future may also serve on another board, commission, committee, or task force. There are outside agency boards and commissions to which the City Council may appoint a current commissioner as the City's representative.~~

Unless otherwise specified, the term of office for members of boards, commissions, and committees is four years. The term of office for members of an ad hoc committee is generally for the life of the specific issue. Members of permanent advisory bodies shall not serve more than two consecutive four-year terms. According to City Council policy, members who have served six years or less at the time their terms expire are eligible for reappointment. After a member's second consecutive term expires, there must be at least a two-year break before that member may be appointed to the same advisory body. The City Council may reappoint members of boards, commissions, and committees to serve on other advisory bodies upon expiration of their current terms of office, or to the same commission if

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Authorizing Documents

The City Council approves the formation, composition, and responsibilities of all advisory bodies. Some advisory bodies, such as the Planning Commission, have responsibilities as delegated to it by the City Council under State law. All advisory bodies operate under City Council control and direction and are responsible to the City Council for compliance with the City Council's annually adopted goals, policies and priorities for the following fiscal year, the Municipal Code, and the Brown Act.

Bylaws

Each advisory body's operations, procedures, and duties are established in adopted by-laws. Bylaws are reviewed by the City Attorney and approved by the City Council.

Use of Title

Members of an advisory body are referenced as "Commissioner," or, when applicable, "Chair" or "Vice-Chair" during the performance of the duties related to the City body to which they have been appointed. Commissioners may use their title only for official City business, as approved by the governing body of which the Commissioner is a member. On occasion, members of the advisory body may be called on to represent the City of Pittsburgh in their official capacity as a representative of the City Council that appointed them. However, it is never appropriate for members of any advisory body to adopt the title "Commissioner," "Chair" or Vice-Chair" of the advisory body for use during the course of their private or personal business, such as signing communications with business contacts or being introduced at functions outside the City of Pittsburgh with the title "Commissioner," "Chair" or Vice-Chair" before their name.

Resignation/Removal From Office

Commissioners serve at the will of the City Council. Appointments may be terminated by the City Council at any time, without cause. Please reference the following:

"Pittsburg Municipal Code Section 2.04.060 City Commissions – Appointment – Removal from office of city commissioners – Conduct of business of city commissions

"A. Commission appointments shall be made by the City Council. Unless the appointment involves filling a vacancy, the term of a newly appointed commissioner shall begin on the second meeting of March each year. The City Council may remove, at its pleasure, any commissioner during his/her term of office, by a majority vote of the City Council.

“B. Commissioners who have reached their term limits, who resign or are removed from a commission by the City Council must wait one year before seeking appointment to the same commission. The City Council may adopt, by resolution, guidelines and requirements for the conduct of commission business.”

A board member or commissioner who resigns shall do so in writing by letter to the City Clerk. A “Leaving Office” Form 700 must also be filed.

Meeting Times

City advisory bodies meet on a regular basis, usually monthly or semi-monthly. All meetings shall be open to the public, including workshops and study sessions. The calling of a special meeting, or the cancellation of any regular meeting, must be coordinated between the Chair and staff, and shall be subject to legal notice under the Brown Act. Advisory body members must also be notified in advance of the canceling or scheduling of any meetings.

Meetings

No business shall be transacted without a quorum. A member who is unable to attend a meeting is responsible for notifying the Chair, the City Clerk, and staff liaison at the earliest possible time.

Chair and Vice Chair Election

Each advisory body elects a Chair and a Vice Chair annually, as specified in the bylaws.

Attendance

For advisory bodies to function effectively and accomplish their goals, all Members must be active participants. This means Members shall be present at all meetings. Any Member who is absent for three consecutive regular meetings, without approval by way of formal action of the City Council, shall be deemed to have resigned his/her position on the advisory body. Additionally, any member who misses ~~twenty five percent (25%) or more~~four meetings a year of the regular meetings held (not cancelled) in any twelve-month period, without approval of the City Council by way of formal action, shall be deemed to have resigned ~~his/her~~their position on the advisory body. However, if a scheduled regular meeting is cancelled due to a lack of a quorum, any member who is not present at the meeting ~~had previously notified the Chair, Clerk or staff liaison that he or she would be unable to attend the meeting, or is otherwise unavailable to attend the meeting,~~ will be deemed absent from the meeting, despite the meeting’s cancellation, for the purpose of this section.

If a Member must leave a meeting early, the Member should so advise the Commission chair, clerk and staff liaison as soon as possible and, preferably, before the meeting begins. If the member’s early departure from the meeting results in the lack of a quorum, then the member’s early departure shall count as an absence.

If a Member will be late to a meeting, the member should endeavor to contact the Commission chair, clerk and staff liaison as soon as possible to provide that information. If

a member arrives at a meeting more than ~~thirty~~20 minutes after the scheduled time for the meeting to begin, the member's late arrival shall count as an absence.

A Member's inability to attend a special meeting, workshop, or subcommittee meeting held outside of the normal meeting time shall not be considered an absence for purposes of this section.

Attending a meeting by video or teleconferencing shall ~~be avoided~~not be allowed unless there would otherwise be a lack of a quorum ~~for matters that require a supermajority vote of the Commission.~~ It is preferable that Commissioners not schedule vacations, out of town trips or business matters that would require the need for the additional noticing and electronic requirements of video or teleconferenced meetings.

Other

A complete listing of all City of Pittsburg advisory bodies, along with the meeting days, times, and locations, and the City department responsible for staffing, is available in the City Clerk's Office. The Local Appointive List is posted on the Public Noticing Boards at City Hall as required by the Maddy Act. Membership rosters are available in the City Clerk's Office and are public record. Please notify advisory body staff promptly of any changes in your address or other personal information.

Code of Conduct

Members should avoid impropriety in the exercise of their official duties. The professional and personal conduct of Members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the City Council, boards, or commissions, the public and staff.

Members shall conduct themselves in a professional manner at all times during meetings.

Members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Acting as if they were on official duty regardless of where they are or what they are doing.
- Avoiding personalizing issues by engaging in name-calling or personal invective, speaking in a derogatory or belittling manner towards those with whom one disagrees, whether they be colleagues or members of the public.
- Remembering that all board and commission members are representatives of the public, and as representatives and servants, should treat each other and those they represent consistent with such high principle.
- Using their best independent judgment to pursue the common good; presenting their opinions to all in a reasonable, forthright, consistent manner; and making decisions which will promote the general and long-term interests of the City and its residents.
- Keeping an open mind and being able to consider the opinions and ideas of others, even when board and commission members disagree with those opinions.

- Listening to all testimony, and not reaching conclusions on issues until all interested parties have had an opportunity to express their position, or otherwise acting in a manner that would affect a party's right to a fair hearing.
- Showing respect for their offices and not acting in ways that reflect badly on those offices and diminish public respect for the office or the City.

Members should be able to assert policy positions and opinions without fear of reprisal from fellow officials or the public. Members should not question the ethics of another Member because they disagree with that Member on a question of policy.

Meetings: Standard Meeting Protocol

Agenda Preparation and Posting

Agendas for advisory body meetings shall be prepared by staff in consultation with the Chair, following the standard agenda format approved by the City Council, and based on the Council's annually adopted goals, policies and priorities for the following fiscal year.

The *Title* and *Recommendation* of each item on the agenda shall be descriptive and understandable to the public to conform to Brown Act requirements.

The posted agenda shall also indicate when opportunity is provided for the public to address the advisory body.

If a Member or staff intends to bring up an item for discussion or action, the item must be included on the agenda. Members of advisory bodies may request that the Chair or staff place any item within the purview of the advisory body on a future agenda. However, as with the City Council meeting agenda, the City Manager makes the final decision as to what is, or is not, on the agenda.

Discussion or action on items that are not included in the posted agenda may only occur in very limited circumstances at a regular, not special, meeting. To discuss or act on an item not included in the posted agenda, an advisory body must:

- Determine that "the need to take action" arose after the agenda was posted, and that the action is required prior to the next meeting.
- Approve the determination by a vote of at least two-thirds of the members of the body or by a unanimous vote if less than two-thirds of the members are present.
- Move, second, and vote on the item once the determination is approved.
- Include that action in the meeting's minutes along with a brief explanation of the circumstances stating the need for action and the reason the need arose after posting the agenda.
- In general, if Members or staff knew of the need to act before posting the agenda and if the item was not included for reasons of scheduling convenience or oversight, members may not determine that the need arose after the agenda was posted.

Information items placed on an agenda may not be acted upon at the meeting. Any Member may, however, request that the information item be placed on a future agenda for action.

The agenda shall be posted at least 72 hours prior to any regular meeting in a place visible to the public, according to Brown Act regulations. A notice of adjournment shall be posted at the door of the meeting, within 24 hours of adjournment.

Staff will make every effort to post and distribute meeting agendas in a timely manner and in most cases well in advance of the 72-hour Brown Act requirements.

Staff shall maintain a record of the agenda and notice of adjournment posting.

Preparation for Meetings

- Be prepared. Thoroughly review the agenda packet, including agenda reports, and any other materials *before* the meeting. The issues that come before advisory bodies are important to the community as a whole and demand your consistent attention. In agreeing to serve on an advisory body, you make a commitment to put in the time required to prepare fully for each meeting.
- Understand what action you are being called on to take regarding each particular agenda item.
- If you have questions regarding the agenda or agenda report, contact the staff liaison before the meeting to clarify questions or request further information. This is preferable to you conducting your own independent research. Conducting independent research may result in your unintentionally obtaining incorrect or out-of-date materials. Using City staff allows you to utilize their years of training and knowledge of Citywide issues. Interaction with City staff should be respectful and professional; it should go through the Board Secretary or the staff assigned to your Commission.
- Introducing substantive and/or substantial new information relating to an agenda item, not previously provided to staff in sufficient time for staff review, may result in continuance of that agenda item.
- Know the responsibilities of your advisory body, as well as the limitations of your individual authority. As a member of an advisory body you will be asked to provide recommendations to the City Council about specific issues. Keep in mind that your appointment does not empower you to direct or to supervise City staff.
- Keep an open mind. An objective, balanced, and receptive approach will help you assess the facts of a given issue and evaluate new ideas. When receiving written and oral public testimony it will be necessary to discern between fact and opinion, as well as between those concerns which are relevant and those which are secondary to the issue at hand. Keeping an open mind will make it easier for you to understand all sides of an issue before you make a judgment or take a position. Expressing your opinion on a specific matter, prior to a meeting may result in your being disqualified from discussing or voting on that matter, due to pre-decisional bias.

- Minimize, or even avoid, contact with the project applicant or project opponents prior to the meeting where you will hear the matter in question. Such unilateral or “ex parte” communication is better handled by staff who is familiar with the issues and will publicly and fully brief the Commission at the appropriate time. Any ex parte communication should be disclosed when the Commission hears the matter.
- Strive to appreciate differences in approach and point of view. Diversity of ideas sustains a thoughtful dialogue and a vibrant community. Likewise, take care to articulate your own ideas: remember that your individual voice is a critical part of the whole dialogue. Again, furthering common goals takes cooperation, flexibility, and a broad-based view of the public interest. If in doubt, return to the foundational documents to guide your understanding of the complexities of an issue.
- If you are unsure about something *during* the meeting, ask for clarification. On behalf of the public, your understanding of issues is important. Each advisory body has a City staff liaison to provide information to assist the members throughout the decision-making process.

Rules of Debate

Chair

The Chair may debate and may second motions but may not make a motion. The Chair is subject to the limitations of debate that are imposed on all members and, except for making motions and, shall not be deprived of any of the rights and privileges of a member.

Advisory Body Members

Every advisory body member desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine comments to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate. A member, once recognized, shall not be interrupted except according to rules of parliamentary procedure (e.g., for a point of order, parliamentary inquiry, question of privilege, or appeal of Chair’s procedural ruling).

Public meetings will proceed smoothly if all participants keep the following tenets in mind:

- (1) We may disagree, but we will be respectful of one another.
- (2) All comments will be directed to the issue at hand.
- (3) Personal attacks shall be avoided.

Addressing the Advisory Body from the Floor

Sign in sheets for attendance shall not be allowed unless statutorily required for a specific item (e.g. some HUD items).

Securing Permission to Speak

Any person desiring to address the advisory body shall first secure permission from the Chair. Any advisory body Member may also request of the Chair that a member of the public be recognized to speak.

Remarks shall be directed and limited to the matter being considered.

Individuals

Persons addressing the advisory body are encouraged, but not required, to fill out a speaker card, as well as stating their name in an audible tone of voice for the record. This is helpful for the clerk recording the meeting. The time limit shall be as stated in the agenda, or as directed by the Chair.

All remarks shall be addressed to the advisory body as a whole and not to any individual member or to members of the audience. Without the permission of the Chair only Members and the person addressing the advisory body shall be permitted to enter into any discussion. Each member of the public who wishes to speak should be allowed to do so without interruption by Members of the advisory body. If one or more public speakers have questions, it is generally preferable for staff and/or the Chair to respond to such questions at the close of the public comment period. While an individual Member may at times have one or more questions for a person speaking under public comment, Members should minimize the questioning of persons speaking under public comments to avoid the appearance of debating that individual.

All remarks shall be delivered in a respectful manner.

Spokesperson for Group Presentations

Organized groups that wish to make a presentation longer than the time allowed for in the agenda should contact the advisory body staff prior to the meeting.

Addressing the Advisory Body after Motion Made

After a motion is made by the advisory body, no person shall address the advisory body except upon the request of the Chair, or a Member of the advisory body through the Chair.

Decorum in Meetings

Proceedings

- Start meetings on time. Keep the agenda in mind in order to give each item the appropriate time.
- Announce at the start of a meeting if the order of agenda items is to be rearranged for convenience, for response to those attending only for certain items, or for better pacing of the agenda.
- Let the Chair run the meeting.

- Be fair, impartial, and respectful of the public, staff, and each other. Give your full attention when others speak.
- Learn to trust your own good judgment on decisions.
- Remember that people may be attending a meeting for the first time and may be unfamiliar with your procedures. In your discussion, either avoid or explain technical terms, jargon, or verbal shorthand, particularly acronyms.
- Listen to audience concerns. Do not engage in side conversations or otherwise be distracted during public testimony. The opportunity for public testimony is central to the strength of democracy, and is therefore encouraged. Active listening, however, does not mean engaging the public in debate. Your response or expression of your opinion on the matter is appropriately saved for after the public testimony is closed.
- Close the public testimony before you begin serious deliberation on an issue.
- Sometimes questions can most effectively focus discussion and direct decision-making. For example:

For staff:

- What is the history behind this item?
- What are the benefits and drawbacks?
- What other alternatives did you consider?

For other advisory body members:

- What do you think about this item?
- What have you heard from the residents?
- What is in the public interest?
- Who benefits from this decision? The applicant? The public? Both?
- What would it take for you to support this?

For the public (at a hearing):

- What are your concerns?
- How will this proposal affect you?
- What specific, constructive, alternatives can you recommend?

For yourself:

- What are we trying to accomplish?
- What are the long-range interests of the community?
- What guidance can be found in our foundational documents?
- Often you must balance multiple views, neither favoring nor ignoring one individual or group over another. Your obligation is to represent a broad-based view of the community's long-range interests.

- Remember that your advisory body exists to take actions. It is not simply a discussion group or debating society.
- Courteous and professional behavior from members of the advisory body is not only expected, it is required. As appointed representatives of the City Council, your ability to treat all who come before the body with respect, even those with whom you disagree, is an important part of your service.
- Endeavor to end meetings at a reasonable hour. Short breaks may be helpful during long meetings. Extending the meeting beyond an appointed hour may be subjected to a vote when that hour nears. All meetings shall end by 10:00 pm, unless the Commission votes to extend the meeting past that time.

Use of electronic media during a meeting is limited to emergency purposes only. Commissioners are to avoid distractions from the subject matter of the meeting. There shall be no posting of comments on social media about the meeting during the meeting, and no monitoring of comments posted about the meeting during the meeting.

Role of Chair

The Chair shall preserve order and decorum at all meetings of the advisory body, announce advisory body decisions and decide questions of order. The Chair is responsible for ensuring the effectiveness of the group process. A good Chair balances moving the discussion forward, involves all of the advisory body members and allows for adequate public participation. In the physical absence of the Chair, the Vice Chair shall act as presiding officer.

Responsibilities of Chair

- Ensure that the public understands the nature of the issue being discussed (for example, reason for discussion, process to be followed, opportunities for public input, timeline for decision).
- Keep discussion focused on the issue at hand.
- Endeavor to rearrange the agenda so that items with fewer public speakers will be heard before items with more public speakers.
- Generally, for Planning Commission Meetings, an applicant should only be allotted 10 minutes for their presentation. Other Commissions may have specific time requirements for presentations, as determined by the Chair. All other speakers shall have a maximum of three minutes. Speakers shall not be allowed to “give” their three minutes to another speaker.
- Solicit opinions from Members before offering the opinion of the Chair. Encourage evaluation of new, tentative, or incomplete ideas. Discourage overly dominant Members from having disproportionate control over the discussion.
- Protect Members, staff, the applicant, and the public from personal attacks.

- Provide structure for addressing complicated issues.
- For major items, delay analysis and action until the full range of alternatives is on the table.
- Attempt to reach decisions expeditiously on action items. At those times when an action would be premature, guide discussion toward a timeline or framework for responsible action.

Preparing Motions

Advisory body meetings usually are conducted according to parliamentary procedure. The Chair directs the meeting, and his/her rulings must be followed unless they are overruled by the body.

When a member wishes to propose an action on a particular item on the posted agenda for the advisory body to consider, the member makes a motion. A motion goes through the following steps:

1. The member asks to be recognized by the Chair.
2. After being recognized by the member makes the motion: *"I move that we . . ."*
3. Another member seconds the motion: *"I second the motion."*
4. The Chair restates the motion and asks for discussion on the motion.
5. When the Chair determines that there has been enough discussion, the debate may be closed with: *"I call the question."* or *"Is there any further discussion?"*
6. If no one asks for permission to speak, the Chair then puts the question to a vote: *"All those in favor say 'aye.' All those opposed say 'nay'."* The Chair should restate the motion prior to the vote to ensure the motion is clearly understood by all. Any member may request a roll call vote on a motion.
7. After the vote, the Chair announces the decision: *"The motion carries unanimously," "The motion carries four to three (list individually if requested),"* or *"The motion has failed."*

Some common motions include:

- Delay consideration: *I move to continue the item until* (date specific, or date uncertain).
- End discussion – A motion to table an item is not subject to debate and must be voted on immediately.
- Close Debate: *I call for the question.*

- Limit or Extend Debate: *I move to limit or extend debate to...*
- Request More Study: *I move to refer this to staff or (committee) for further study.*
- Amend a Motion: *I move to amend by...* If the amendment is accepted by the maker and seconder of the main motion, then it's considered a "friendly amendment" and no separate vote is required. If it is not accepted, then a separate vote to amend the main motion is required. The amendment must be voted on before the main motion.
- Adopt a Staff Recommendation: *I move to adopt staff's recommendation to...*
- Deny Staff Recommendation: *I move to deny staff's recommendation to...*
- Modify a Motion: *I move to adopt the recommendation with the following modifications...*

Properly phrasing a motion can be difficult and corrections may be necessary before it is acted upon. Until the Chair states the motion, the member making the motion may rephrase or withdraw it. Only motions that are voted on will appear in the minutes.

Members may wish to write out difficult motions. If a motion gets too complicated, call a recess and have staff assist with the wording.

It is best to avoid including more than one proposal in the same motion. This is especially important when advisory body members are likely to disagree.

Any member may ask the chair to divide a motion. If others do not object, the chair may proceed to treat each proposal as a separate motion.

Minutes

Minutes of meetings are vital records and are mandated by government code. By definition minutes provide "the record of actions taken." Following City Council protocol, Commission minutes will be adopted as "Action" Minutes. In the rare instance that verbatim minutes are required for a particular item, reporting services are available. Workshops are generally for discussion of matters, where no action is taken. Therefore, minutes typically are not taken of workshops. **Advisory Body Role and Relationships**

Members of commissions, like others who are charged with conducting the public's business, must do so in the "public interest." Unlike a special interest, where a limited number of people would stand to benefit or profit, the public interest represents the maximum number of benefits flowing to society at large and not to selected individuals or groups. In the case of the Planning Commission, commissioners need to determine what constitutes the public interest as decisions are made on items such as design review variances, conditional use permits, tentative maps and sign programs, and recommendations are made on rezonings, general plan amendments, rezones and other matters.

The following pointers may help in keeping the public interest foremost in the decision-making process:

- Remember who the client is. It is not the applicant but the public at large and the interest which that public represents. It is not just the people in the meeting room, but all those who are at home, too. It is everyone that lives in the community and abides by the Planning Commission's decisions.
- The question of who benefits from the decision should be asked. Does the applicant benefit at the expense of the public? Does the public benefit? Both?
- The public interest includes the interest of all members of the community, not just the interests of selected members
- Decisions made in the public interest should consider, to the extent possible, future as well as current generations.

City Council-Advisory Body Relationship

The primary purpose of all advisory bodies is to provide judicious advice to the City Council, the elected policy-making body of the City. The advisory body's role can include hearing public testimony on the City Council's behalf, building community consensus for proposals or projects, reviewing written material, facilitating study of critical issues, guiding the implementation of new or regulating established programs, assessing the alternatives regarding issues of community concern, and ultimately forwarding recommendations to the City Council for consideration. There are times when the advisory body's recommendation will not be sustained or will be modified by the City Council. It is important to recognize this not as a rejection of the integrity of the recommendation, but as an inevitable part of the process of community decision-making.

Throughout this process, the form and formality of the relationship between advisory body members and Councilmembers will vary. Some advisory body members will have regular contact with individual Councilmembers, while others may serve solely in the group context. This relationship will depend on your advisory body as much as on you and the City Council. For example, there are times when the Chair may address the City Council formally on behalf of the advisory body, and other times when an advisory body member may meet with a Councilmember individually. At all times it is important to aim for clarity and mutual respect for the different responsibilities and roles.

In all cases, however, Members serve at the pleasure of the City Council. Appointments may be withdrawn at any time, without cause.

Staff-Advisory Body Relationship

The relationship of the advisory body and staff is an active, continuous, and nuanced one. Both advisory body and staff are motivated by the shared goal of furthering the City's best interests. Yet while the goal is shared, there are times when the approach and responsibility towards implementing the goal are significantly different. Some things that one body can do, the other cannot. Sometimes staff may wish to accomplish a specific goal, but due to the constraints of their employment, they may not readily be able to advance their ideas. Likewise, the advisory body recognizes obligations to fulfill larger objectives that staff, in their demanding workloads, may sometimes overlook. Because the

distinctions in responsibility are not always explicit, cultivating a balanced understanding of your role is essential. The interaction need never be adversarial, but rather can promote respect for different perspectives, and appreciation for each other's strengths.

In the case of the Planning Commission for example, the Planning Division may staff the Planning Commission but is not hired by the Planning Commission. The Planning Commission shall understand that although the Planning Division may serve as its staff by preparing findings and reports, the position is accountable to the Director of Community and Economic Development, who is, in turn, accountable to the City Manager. It is within the Planning Commission's authority to seek information from the planner, to ask for recommendations on actions before the Planning Commission and to rely on the planner's ability to provide technical assistance and expert knowledge.

It is not within the Planning Commission's authority, however, to tell the Planning Division to prepare a new General Plan or rewrite the zoning code. These kinds of major undertakings must be approved by the City Council, although the Planning Commission may recommend that the City Council direct staff to undertake a particular study.

In order to recognize the range of roles and responsibilities, some facts to remember are:

1. Know the reporting relationships. In the City of Pittsburgh, the staff liaison reports directly to the department director.
2. How is direction given? Can a study be directed to the staff from an advisory body or must it be given through an administrator or elected body?
3. How are staff proposals and recommendations handled? Staff strives to provide the advisory body with its best professional judgment, and this should be continuously encouraged.
4. How are disputes between advisory body members and the staff handled? Proper lines of communication should be established beforehand to deal with any problems. While minor miscommunications may occur from time to time, ongoing conflicts between staff and advisory body members shall be reported directly to the City Manager as soon as possible. It is not appropriate for advisory board members to debate, argue or criticize staff in public or in private. Instead, conflicts should be discussed in a private setting with the City Manager or his/her designee present.

Staff Responsibilities

Important staff responsibilities include:

- Being informed about the latest developments in their field.
- Providing background and expressing professional opinions and views to the advisory body on important issues.
- Providing administrative support, including agenda preparation and minute taking at meetings.

- Maintaining a professional position on all topics.
- Assisting the advisory body to stay on track and focused.
- Interpreting City Council, City department, and relevant state, federal, actions and policies.
- Making sure the intent of the advisory body is not lost after a decision.
- Developing a positive rapport with the Chair and advisory body members.
- Alerting advisory body members of possible detrimental actions.
- Presenting advisory body recommendations to the City Council.

In the event that the recommendation of staff and the recommendation of the advisory body differ regarding a given issue, both recommendations should be presented to the City Council. Staff and the advisory body will decide together how to handle presentation of the alternatives to the City Council. The format may vary. For example, both staff and the advisory body can each present a report. Or, staff can present both alternatives, with the advisory body Chair or chosen member delegate present to answer City Council's questions. When there is a significant minority opinion, it can also be brought to the attention of the City Council, either as a separate report, or as testimony from an advisory body member. Regardless of the approach chosen, every effort should be made by staff to include the approved advisory body minutes of the relevant meeting(s) as part of the Council agenda report.

City Clerk

The City Clerk is a resource for advisory bodies. The City Clerk's Office accepts and maintains applications, processes appointments, updates membership rosters, bylaws, informational booklets, and yearly attendance records. The City Clerk is also a resource with respect to the Brown Act, agenda processing, and procedural meeting questions. The City Clerk is the filing officer for Statements of Economic Interest, and any other required filings as identified by the City Council and by the State.

City Attorney

The City Attorney is a resource for understanding compliance with the Brown Act, for agenda legality issues, meeting process questions, and conflict of interest determinations. Members are encouraged to rely upon the City Attorney for legal analysis. The City Attorney's legal opinion shall be the primary source of legal expertise for the City's advisory bodies.

Legal Matters

The Brown Act

City of Pittsburg advisory bodies are subject to State law governing both meetings and records. The California law governing open meetings is found in the California Code,

Government Code, and Sections 54950-54962. It is commonly referred to as “The Brown Act.” The general intent is that advisory bodies act openly and that their records be open to the public.

Exemptions may exist and each body should orient new members on what, if any, exemptions exist for their meetings and records.

See Government Code Section 54950-54963 for the full text of the Brown Act.

Meeting Types

The Brown Act recognizes two types of meetings: regular meetings and special meetings. Regular meetings are held at the time and place specified in the bylaws or are meetings which have been “adjourned to” and are referred to as adjourned regular meetings. Special meetings may be held at a different time or place to discuss issues that cannot be accommodated on regular meeting agendas but must still comply with notice requirements.

Advisory body staff is responsible for identifying the type of meeting and posting all notices, including the agenda and notice of adjournment.

Regular Meetings

The Brown Act requires each legislative body to set the time for regular meetings by ordinance, resolution, bylaws, or whatever specifies the conduct of that body’s business. Traditionally, this has been the bylaws of the legislative bodies. City Council approves all changes in bylaws, including the change of scheduled meeting dates and times.

Under City Council policy, meetings are generally held at City Hall or at other City facilities. Meetings may be held outside City facilities when City space is not available. Neighborhood meetings will be held outside City facilities.

The Brown Act generally requires boards and commissions to conduct public meetings. A “meeting” is considered to take place any time that a quorum of the advisory body gathers to discuss that body’s business; the Brown Act prohibits a quorum from meeting privately. To this end, the Brown Act specifically prohibits “any use of direct communication, personal intermediaries or technological devices . . . employed by a majority of the members of the legislative body to develop a collective concurrence as to action to be taken on an item by the members of the legislative body.” Hence the prohibition extends not only to personal contacts of the advisory body members among themselves outside the public meeting context, but also prohibits “serial” meetings whereby information is ultimately exchanged among a quorum of advisory body members whether or not simultaneously in one another’s presence.

Ex Parte Contacts

Ex parte is a Latin term that means “from or on one side only.” It is related to the Brown Act in that it deals with public officials being influenced outside the public forum without the benefit of hearing all sides of an issue. Contacts that occur away from the hearing are

known as *ex parte* and can include telephone calls, informal meetings, lunches or even a casual encounter on a street corner. The essential element of *ex parte* contact is that someone with a direct interest in a decision before the Commission, such as an applicant, a representative of the applicant or an opponent of the applicant, is attempting to influence or secure a vote outside the public forum.

The following guidelines should be considered in dealing with *ex parte* contacts:

- If someone contacts a Planning Commissioner discuss an issue involving the rights of specific individuals or particular parcels of land, the Planning Commissioner should refrain from stating his/her position and invite the person to present their testimony before the whole Planning Commission.
- If someone persists in offering information but is unwilling to testify before the whole Planning Commission, tell the person to put the information on the record, preferably by sending a letter to City staff.
- Written information on a pending Planning Commission action should be sent to staff for review and/or inclusion in the Planning Commission packets.
- If you make a site visit with or without the applicant, disclose that fact on the record before the meeting begins.
- If you have *ex parte* contact with a member of the public, applicant or interested party, disclose that fact on the record before the meeting begins.

Above all, commissioners should use common sense and good judgment when dealing with applicants and other interested parties outside a public forum.

E-mail Communications Between Advisory Body Members

Because e-mail communications can ultimately lead to the exchange of information intended to, or which may, create collective concurrence among a quorum of advisory body members, e-mail communications between advisory body members relative to advisory body business should be avoided. While three members of a seven-member board, for example, may appropriately communicate with one another by way of e-mail, the “forwarding” of such an e-mail message on to a fourth member would result in a Brown Act violation.

Ethics Training, AB 1234 and AB 1661 Training, and Other Training Requirements

Each Member shall receive at least two hours of training in general ethics principles and ethics laws relevant to his or her public service. New Members must receive this training within their first six months of service on a Commission. An individual who serves on multiple legislative bodies need only receive two hours of ethics training every two years to satisfy this requirement for all applicable public service positions. The City may develop its own ethics training course or use an outside provider. If the City develops its own ethics training, the City must consult with the Fair Political Practices Commission and the State Attorney General. The City shall maintain all records relating to a Members’ ethics training for at least five years. These documents are public records subject to disclosure.

(Resolution No. 06-10462 and 09-11310). Failure to obtain this training within the specified time period and present a certificate of completion to the City Clerk shall be deemed to be resigned from office.

Each Planning Commission member shall attend biennial training by the Planning Division, and by the City Attorney, relating to the California Environmental Quality Act (CEQA), land use, and related issues. A newly appointed member shall attend such training within six months of appointment.

Planning Commission members shall attend the League of California Cities Planning Commissioner Training as needed.

Adjournment or Continuance

A legislative body may adjourn or continue any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the adjournment or continuance notice. A copy of the adjournment or continuance notice shall be conspicuously posted on or near the door where the meeting was held within twenty-four (24) hours after the time of adjournment or continuance. If the matter is continued to a time less than twenty-four (24) hours after the adjournment, a copy of the continuance notice shall be posted immediately following the meeting that was continued.

Subcommittees

Standing Committees

A standing committee is defined as a body that shall exist more than six months made up of less than a quorum of an advisory body with a specific charge. The City Council must approve the establishment of a standing committee and standing committees must meet the requirements of the Brown Act, including notice and posting of agendas.

“Less-Than-a-Quorum, Ad-Hoc Committee Exception”

Most boards, commissions, committees, and task forces can create ad-hoc committees consisting of less than a quorum of their members to deal with specific issues. Such ad-hoc committees are not required to comply with the notice and open meeting requirements of the Brown Act if they exist for less than six months. This is often referred to as the “less-than-a-quorum exception.”

The “less-than-a-quorum exception” generally does not apply when two or more advisory bodies each appoint less than a quorum of their members to meet on a particular subject and develop a joint recommendation.

The City Council must approve the establishment of a Planning Commission ad hoc committee.

Appeals

Any person who believes that a final action of an advisory body has been taken in error may appeal that decision to the City Council. Appeals must be in writing, setting forth the nature

of the action and the basis upon which the action is considered to be in error, and addressed to the City Council in care of the City Clerk.

Planning Commission appeals must be received by the City Clerk within ten (10) calendar days following the date of the action from which such appeal is being taken. Appeals must be accompanied by the filing fee determined by the City's most current fee schedule.

Conflict of Interest

General

Advisory body members may be required by the City's Conflict of Interest Code to declare personal financial information by filing a Statement of Economic Interest (Form 700). Upon appointment, the City Clerk shall provide the advisory body member with the documents necessary for filing. Planning Commissioners are subject to full disclosure (ref. GC Section 87200).

Recusing Yourself

The City of Pittsburgh has adopted a Conflict of Interest Code. No person shall make or participate in a government decision which they know, or have reason to know, will have a reasonably foreseeable material financial effect distinguishable from its effect on the public generally.

The City Attorney is available to help advisory body members decide if they should declare a disqualification on any issue, and the City Attorney will provide guidance in determining whether a Member should disqualify themselves from acting on the item. In these instances, Members should recuse themselves from a vote using the phrase, ". . . to *avoid the appearance of impropriety*" and explain fully the reason for the recusal. The member must not only disqualify themselves from voting, but must also refrain from participating in any debate on the matter. To accomplish this, the member must recuse themselves immediately following announcement of the item by the Chair, and leave the room after announcing the reason for the recusal. By law, the minutes of that meeting must state the reason for the recusal.

A Member recusing themselves may participate in the proceedings as a resident or applicant, as applicable. In such instances the Member shall state their intention to participate as a member of the public and it is recommended that the Member seek advice on the matter from the City Attorney.

Communications with the Public Outside of Meetings

Members of those advisory bodies which act in quasi-judicial capacity (i.e., review permit applications or hear appeals) may be prohibited from communicating about certain agenda items with members of the public outside of public meetings. Members of these advisory bodies should consult their respective advisory body bylaws to ascertain whether such a prohibition exists.

Social Media

Commissioners should exercise caution when using social media, and refrain from posting City business, including personal comments posted using your title in the signature, on Facebook, Twitter, YouTube, SnapChat, Next Door, etc. Remember, once something is out on the internet and in cyberspace, it may not be reversible and a retraction, clarification or correction may go unnoticed. Social media posts are not City-approved press releases unless posted on staff-controlled media.

Outside of meetings Members must avoid making comments that amount to bias in violation of an applicant's due process rights. For example, a Member is not to announce an opinion on a quasi-judicial matter that will come to the advisory body for a decision in the future, such as a decision on a use permit, and instead keep an open mind.

Issuance of Technological Devices

At the discretion of the City Manager, Members of certain advisory bodies may be issued technological devices to be used for the sole purpose of viewing agendas online and communicating with City staff. Prior to issuance of any device, Members shall be required to sign an agreement accepting responsibility for use and return of the device(s) issued to the Member. Members issued devices shall be responsible for coordinating return of the device(s) and all appurtenances to Commission staff within 72 hours of termination of appointment. The City shall not be required to replace or repair lost, stolen, or broken items, or provide wi-fi, broadband internet connectivity for use of such devices.

Advisory Body Jurisdiction

The role of an advisory body member is different from that of a private resident in that ideas expressed and decisions made must be supported by those documents which guide the City. An individual Member is not simply present to voice a personal opinion, but is responsible to exercise discretion within the limitations of the advisory body's jurisdiction and relevant guiding documents. In other words, the Member offers a resident's interpretation of the values, goals, and procedures defined by, and bases decisions on, these underlying principles and documents.

It should be noted that, when an advisory body completes its actions on a specific matter of application before it, the advisory body no longer has jurisdiction as to that matter. For example, if the Planning Commission approves a use permit application, then the Planning Commission has completed its action on that use permit application and no longer has jurisdiction over it. If the Planning Commission wished to modify the use permit, it could only do so by an individual requesting an amendment to the approved use permit.

While all of the advisory bodies are responsible to further the goals of the City Council, other specific guidance for each body may be different:

- Planning Commission: Implements the goals of the General Plan; interprets and applies the Zoning Ordinance (Title 18 of the Pittsburg Municipal Code), the Subdivision Ordinance (Title 17), and the Sign Ordinance (Title 19); reviews projects and land use plans for compliance with the General Plan, with the California Environmental Quality Act (CEQA), ~~with the Local Coastal Program as incorporated in the General Plan~~, and with specific area plans, ~~including BART Specific Plan, and the Railroad Avenue Corridor~~; considers and

recommends revisions to the General Plan and the Zoning, Subdivision, and Sign Ordinances.

- **Historic Resources Commission:** Implements the Resource Conservation Element of the General Plan (Section 9.5 – Historical and Cultural Resources; interprets and applies section 18.36.220(C) of Pittsburg Municipal Code; reviews permits for compliance with the California Environmental Quality Act (CEQA) as relative to historic and cultural resources; applies the Secretary of Interior Standards for rehabilitation of historic buildings; refers to State Historic Preservation Office (SHPO) resources as needed; provides recommendations regarding proposed legislation that has impact on local historic resources, including specific area plans; and oversees the updating of the Historic Building Survey.
- **Community Advisory Commission:** The Community Advisory Commission (CAC) is an advisory body appointed by the City Council to provide information concerning quality of life issues for Pittsburg residents. The CAC also reviews and provides input to the City Council, including recommendations and suggested policies on issues of public interest, traffic and recreation issues. The CAC also provides input to the City Council regarding the general direction and emphasis of the park, recreation and arts needs of the city, including recommendations for reasonable standards and policies for park and recreation facilities development, programs and facility use. The CAC also assigns three members of the City's Measure M/P Citizen Advisory Committee, and one member to serve as liaison to the Pittsburg Youth Advisory Commission. The CAC also participates in the Community Development Block Grant (CDBG) program and selection of recipients, the Public Safety Committee, and the Pittsburg Recognition Committee.
- **Measure M/P Citizens Oversight Committee:** This committee was formed after passage of Measure P, an interim sales tax increase and was a condition of passage of the Measure. The committee will sunset when the Measure does.
- **Sister Cities Committee:** Governed by their bylaws, approved by the City Council, and by the bylaws and other regulatory documents of Sister Cities International.
- **Youth Advisory Commission:** The Youth Advisory Commission is an advisory body appointed by the City Council to provide the youth voice to the City Council in promoting civic engagement and community service while furthering the understanding of how municipal government works. The Youth Advisory Commission specifically serves as a liaison between Pittsburg youth and the City Council concerning issues that affect the quality of life for the youth of Pittsburg. The Youth Advisory Commission provides information, makes recommendations, and suggests policies to the City Council on issues of civic engagement and community service.

Handbook and revisions adoptions:

June 15, 2015, Resolution No. 15-13052A

April 4, 2016, Resolution No. 16-13173

November 19, 2018, Resolution No. 18-13565

ACKNOWLEDGEMENT

I, _____, have received and read this Handbook for City Advisory Bodies and agree to all terms herein.

(Signature)

(Date)

Please return this page to the City Clerk's Office, 65 Civic Avenue, Pittsburg, CA. If you have any questions, please contact the staff member assigned to your Commission.

CITY OF PITTSBURG

Handbook for City Advisory Bodies

Prepared by the City Clerk's Department

City of Pittsburgh

November 2022

Table of Contents

Welcome and Orientation.....	3
Advisory Bodies by Departments.....	3
Introduction	
Purpose for Advisory Bodies.....	4
How Appointments Are Made.....	4
Applications	4
Eligibility Requirements/Qualifications	4
Term of Office.....	5
Authorizing Documents.....	5
Bylaws	5
Use of Title	6
Resignation/Removal from Office	6
Meeting Times.....	6
Meetings	6
Chair and Vice Chair Election	7
Attendance.....	6
Other	7
Code of Conduct – Rules of Civility Generally	7
Meetings: Standard Meeting Protocol.....	8
Preparation for Meetings.....	9
Rules of Debate.....	10
Chair	10
Advisory Body Members	11
Addressing the Advisory Body from the Floor	11
Decorum in Meetings.....	12
Proceedings	12
Role of Chair.....	13
Responsibilities of Chair	14
Preparing Motions.....	14
Minutes	16
Advisory Body Role and Relationships	16
Council-Advisory Body Relationship.....	16
Staff-Advisory Body Relationship.....	17
Staff Responsibilities.....	18
City Clerk.....	19
City Attorney.....	19
Legal Matters	19
The Brown Act.....	19
Meeting Types.....	19
Regular Meetings.....	19
<i>Ex Parte</i> Contacts.....	20
E-mail Communications Between Members.....	20
Ethics Training, AB 1234 and AB1661 and Other Training.....	21
Adjournment or Continuance.....	21
Subcommittees.....	21
Appeals.....	22
Conflict of Interest.....	22
General	22
Recusing Yourself.....	22
Communications with the Public Outside of Meetings.....	23
Social Media	23
Issuance of Technological Devices	23
Advisory Body Jurisdiction.....	23
Handbook and Revisions Adoptions	26
Acknowledgement	27

Welcome and Orientation

Welcome and thank you for your willingness to serve as a member of a City of Pittsburg advisory body. While the City Council sets the goals and priorities for the City and its Commissions, you play an important role in City governance by assisting the City Council in addressing specific issues in detail, lending professional expertise, facilitating community decision-making, and serving as a primary conduit between residents, City staff and departments, and the City Council.

The City of Pittsburg has a varying number of advisory bodies, each with distinct responsibilities. As a new advisory body member, you should familiarize yourself with the documents governing your particular body: these may include City ordinances, City Council resolutions, advisory body bylaws, relevant element(s) of the General Plan, and other documents, all available from your staff liaison. Review of these documents will help you get a sense of what your responsibilities are and what they are not.

This Handbook is designed to serve as a reference for the basic protocols that apply generally to all City advisory bodies. Orientation is necessarily an active process. As a new member you may want to meet with the Chair of your advisory body to get a better sense of your role and the business of the body, as well as with the staff liaison assigned to the body. Along with familiarizing yourself with your advisory body's foundational documents, you may want to review agendas and minutes from recent meetings to see what current issues have been under consideration, as well as the advisory body's work program to familiarize yourself with current goals.

Learning your role and developing an effective voice takes time and familiarity. We hope this Handbook will assist you towards a satisfying and productive experience. Your participation is deeply appreciated by all around you – by the City Council, by City department staff, and by your community. The vitality and strength of our community is found in the willingness of people like you to serve.

By signing this Handbook, each Commissioner agrees to the terms hereof.

Advisory Bodies by Departments

<i>Advisory Body</i>	<i>Department</i>	<i>Date Established</i>
Community Advisory Commission	City Manager	1974
Historic Resources Commission	Planning	6/15/81
Housing Authority	Housing	1/1/67
Planning Commission	Planning	7/25/81
Measure P/M Citizens Oversight Committee	Finance	2/19/13
Sister Cities Committee	Recreation	7/6/98
Youth Advisory Commission	Recreation	9/17/20

Introduction

Purpose for Advisory Bodies

Advisory bodies play an important role in City government by assisting and advising the City Council, the body that sets policy. Advisory bodies develop recommendations and present supporting information to the City Council, based on the Council's annually adopted goals, policies and priorities for the following fiscal year. Certain advisory bodies have the authority to make final decisions; some decisions may be appealed to the City Council.

Boards and commissions are established by ordinance, while committees are usually established by a motion or resolution to address particular projects or specific areas of concern. Task forces generally are given a defined period of time to accomplish their tasks and are known as ad hoc committees.

Members of City boards and commissions, hereafter collectively referred to as "Members" serve at the pleasure of the City Council. Appointments may be terminated at any time, without cause.

How Appointments Are Made

Applications

Any resident interested in serving on an advisory body is invited to complete an application form and submit it to the City Clerk's Office. Applications remain on file for one year. When a vacancy occurs, it is publicized, and applications of persons interested in serving on the particular body are accepted. The applications will be provided to the City Council for review. Interviews are typically held prior to a Council Meeting with appointment made by the Council at a subsequent meeting, typically at the next consecutive meeting.

Pursuant to the Maddy Act, a list of the City's commissions and appointments is posted at City Hall each year by December 31 and updated as vacancies occur and appointments are made.

Eligibility Requirements/Qualifications

Members are required to be residents of the City of Pittsburgh at the time of appointment and throughout their term to remain Commissioners. Applicants 18 years and older are required to agree to the same background checks, and fingerprinting as applicable, as City employees, as a prerequisite to being appointed. Such information, including information from personal interviews, shall be considered as part of the appointment process. Upon appointment, all members are sworn in by the City Clerk, or a deputized member of the City Clerk's Office.

For all boards, commissions, and committees, Members are required to file annual Statements of Economic Interest (Form 700) with the City Clerk's Office. Planning Commissioners are required to file their Statement of Economic Interest (Form 700) with the Fair Political Practices Commission (FPPC) as required under Government Code Section 87200. A Commissioner's failure to file the Form 700, after two notices from the City Clerk, shall be deemed a resignation from office. Each Planning and Community Advisory

Commissioner shall also attend an Ethics Training (AB 1234) and Sexual Harassment Awareness Training (AB 1661) seminar within six months of appointment, and every two years thereafter. Youth Commissioners shall attend an Ethics Training (AB 1234) upon taking their seat on the Commission and every two years thereafter. Additional training may be required as directed by the City Council. Required travel shall not extend outside of California.

Term of Office

Planning and Community Advisory Commissioners terms shall be March 1 to February 28 of each year. The Youth Advisory Commission terms will begin on August 1 and end on May 31 to coincide with the general school year.

This schedule will facilitate required training, particularly for Planning Commissioners, and will ensure all Commissions are on the same timetable. The City's target is for recruitment to begin in December after a newly re-organized Council seating, with interviews scheduled for the first meeting in February and seating of new Commissioners at the second meeting in February.

Unless otherwise specified, the term of office for members of boards, commissions, and committees is four years. The term of office for members of an ad hoc committee is generally for the life of the specific issue. Members of permanent advisory bodies shall not serve more than two consecutive four-year terms. According to City Council policy, members who have served six years or less at the time their terms expire are eligible for reappointment. After a member's second consecutive term expires, there must be at least a two-year break before that member may be appointed to the same advisory body. The City Council may reappoint members of boards, commissions, and committees to serve on other advisory bodies upon expiration of their current terms of office, or to the same commission if there are no other applicants or if the Council has already considered the current applicants and determined to reappoint an existing member whose term has exceeded the term limits.

A Member of a board, commission or committee may not serve simultaneously on more than one City board, commission, or committee. However, a member of a task force or committee with a sunset date of less than thirteen (13) months in the future may also serve on another board, commission, committee, or task force. There are outside agency boards and commissions to which the City Council may appoint a current commissioner as the City's representative.

Authorizing Documents

The City Council approves the formation, composition, and responsibilities of all advisory bodies. Some advisory bodies, such as the Planning Commission, have responsibilities as delegated to it by the City Council under State law. All advisory bodies operate under City Council control and direction and are responsible to the City Council for compliance with the City Council's annually adopted goals, policies and priorities for the following fiscal year, the Municipal Code, and the Brown Act.

Bylaws

Each advisory body's operations, procedures, and duties are established in adopted by-

laws. Bylaws are reviewed by the City Attorney and approved by the City Council.

Use of Title

Members of an advisory body are referenced as “Commissioner,” or, when applicable, “Chair” or “Vice-Chair” during the performance of the duties related to the City body to which they have been appointed. Commissioners may use their title only for official City business, as approved by the governing body of which the Commissioner is a member. On occasion, members of the advisory body may be called on to represent the City of Pittsburg in their official capacity as a representative of the City Council that appointed them. However, it is never appropriate for members of any advisory body to adopt the title “Commissioner,” “Chair” or Vice-Chair” of the advisory body for use during the course of their private or personal business, such as signing communications with business contacts or being introduced at functions outside the City of Pittsburg with the title “Commissioner,” “Chair” or Vice-Chair” before their name.

Resignation/Removal From Office

Commissioners serve at the will of the City Council. Appointments may be terminated by the City Council at any time, without cause. Please reference the following:

“Pittsburg Municipal Code Section 2.04.060 City Commissions – Appointment – Removal from office of city commissioners – Conduct of business of city commissions

“A. Commission appointments shall be made by the City Council. Unless the appointment involves filling a vacancy, the term of a newly appointed commissioner shall begin on the second meeting of March each year. The City Council may remove, at its pleasure, any commissioner during his/her term of office, by a majority vote of the City Council.

“B. Commissioners who have reached their term limits, who resign or are removed from a commission by the City Council must wait one year before seeking appointment to the same commission. The City Council may adopt, by resolution, guidelines and requirements for the conduct of commission business.”

A board member or commissioner who resigns shall do so in writing by letter to the City Clerk. A “Leaving Office” Form 700 must also be filed.

Meeting Times

City advisory bodies meet on a regular basis, usually monthly or semi-monthly. All meetings shall be open to the public, including workshops and study sessions. The calling of a special meeting, or the cancellation of any regular meeting, must be coordinated between the Chair and staff, and shall be subject to legal notice under the Brown Act. Advisory body members must also be notified in advance of the canceling or scheduling of any meetings.

Meetings

No business shall be transacted without a quorum. A member who is unable to attend a meeting is responsible for notifying the Chair, the City Clerk, and staff liaison at the earliest possible time.

Chair and Vice Chair Election

Each advisory body elects a Chair and a Vice Chair annually, as specified in the bylaws.

Attendance

For advisory bodies to function effectively and accomplish their goals, all Members must be active participants. This means Members shall be present at all meetings. Any Member who is absent for three consecutive regular meetings, without approval by way of formal action of the City Council, shall be deemed to have resigned his/her position on the advisory body. Additionally, any member who misses four meetings a year of the regular meetings held (not cancelled) in any twelve-month period, without approval of the City Council by way of formal action, shall be deemed to have resigned their position on the advisory body. However, if a scheduled regular meeting is cancelled due to a lack of a quorum, any member who is not present at the meeting will be deemed absent from the meeting, despite the meeting's cancellation, for the purpose of this section.

If a Member must leave a meeting early, the Member should so advise the Commission chair, clerk and staff liaison as soon as possible and, preferably, before the meeting begins. If the member's early departure from the meeting results in the lack of a quorum, then the member's early departure shall count as an absence.

If a Member will be late to a meeting, the member should endeavor to contact the Commission chair, clerk and staff liaison as soon as possible to provide that information. If a member arrives at a meeting more than 20 minutes after the scheduled time for the meeting to begin, the member's late arrival shall count as an absence.

A Member's inability to attend a special meeting, workshop, or subcommittee meeting held outside of the normal meeting time shall not be considered an absence for purposes of this section.

Attending a meeting by video or teleconferencing shall not be allowed unless there would otherwise be a lack of a quorum. It is preferable that Commissioners not schedule vacations, out of town trips or business matters that would require the need for the additional noticing and electronic requirements of video or teleconferenced meetings.

Other

A complete listing of all City of Pittsburgh advisory bodies, along with the meeting days, times, and locations, and the City department responsible for staffing, is available in the City Clerk's Office. The Local Appointive List is posted on the Public Noticing Boards at City Hall as required by the Maddy Act. Membership rosters are available in the City Clerk's Office and are public record. Please notify advisory body staff promptly of any changes in your address or other personal information.

Code of Conduct

Members should avoid impropriety in the exercise of their official duties. The professional and personal conduct of Members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal

attacks upon the character or motives of other members of the City Council, boards, or commissions, the public and staff.

Members shall conduct themselves in a professional manner at all times during meetings.

Members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Acting as if they were on official duty regardless of where they are or what they are doing.
- Avoiding personalizing issues by engaging in name-calling or personal invective, speaking in a derogatory or belittling manner towards those with whom one disagrees, whether they be colleagues or members of the public.
- Remembering that all board and commission members are representatives of the public, and as representatives and servants, should treat each other and those they represent consistent with such high principle.
- Using their best independent judgment to pursue the common good; presenting their opinions to all in a reasonable, forthright, consistent manner; and making decisions which will promote the general and long-term interests of the City and its residents.
- Keeping an open mind and being able to consider the opinions and ideas of others, even when board and commission members disagree with those opinions.
- Listening to all testimony, and not reaching conclusions on issues until all interested parties have had an opportunity to express their position, or otherwise acting in a manner that would affect a party's right to a fair hearing.
- Showing respect for their offices and not acting in ways that reflect badly on those offices and diminish public respect for the office or the City.

Members should be able to assert policy positions and opinions without fear of reprisal from fellow officials or the public. Members should not question the ethics of another Member because they disagree with that Member on a question of policy.

Meetings: Standard Meeting Protocol

Agenda Preparation and Posting

Agendas for advisory body meetings shall be prepared by staff in consultation with the Chair, following the standard agenda format approved by the City Council, and based on the Council's annually adopted goals, policies and priorities for the following fiscal year.

The *Title* and *Recommendation* of each item on the agenda shall be descriptive and understandable to the public to conform to Brown Act requirements.

The posted agenda shall also indicate when opportunity is provided for the public to address the advisory body.

If a Member or staff intends to bring up an item for discussion or action, the item must be included on the agenda. Members of advisory bodies may request that the Chair or staff place any item within the purview of the advisory body on a future agenda. However, as

with the City Council meeting agenda, the City Manager makes the final decision as to what is, or is not, on the agenda.

Discussion or action on items that are not included in the posted agenda may only occur in very limited circumstances at a regular, not special, meeting. To discuss or act on an item not included in the posted agenda, an advisory body must:

- Determine that “the need to take action” arose after the agenda was posted, and that the action is required prior to the next meeting.
- Approve the determination by a vote of at least two-thirds of the members of the body or by a unanimous vote if less than two-thirds of the members are present.
- Move, second, and vote on the item once the determination is approved.
- Include that action in the meeting’s minutes along with a brief explanation of the circumstances stating the need for action and the reason the need arose after posting the agenda.
- In general, if Members or staff knew of the need to act before posting the agenda and if the item was not included for reasons of scheduling convenience or oversight, members may not determine that the need arose after the agenda was posted.

Information items placed on an agenda may not be acted upon at the meeting. Any Member may, however, request that the information item be placed on a future agenda for action.

The agenda shall be posted at least 72 hours prior to any regular meeting in a place visible to the public, according to Brown Act regulations. A notice of adjournment shall be posted at the door of the meeting, within 24 hours of adjournment.

Staff will make every effort to post and distribute meeting agendas in a timely manner and in most cases well in advance of the 72-hour Brown Act requirements.

Staff shall maintain a record of the agenda and notice of adjournment posting.

Preparation for Meetings

- Be prepared. Thoroughly review the agenda packet, including agenda reports, and any other materials *before* the meeting. The issues that come before advisory bodies are important to the community as a whole and demand your consistent attention. In agreeing to serve on an advisory body, you make a commitment to put in the time required to prepare fully for each meeting.
- Understand what action you are being called on to take regarding each particular agenda item.
- If you have questions regarding the agenda or agenda report, contact the staff liaison before the meeting to clarify questions or request further information. This is preferable to you conducting your own independent research. Conducting

independent research may result in your unintentionally obtaining incorrect or out-of-date materials. Using City staff allows you to utilize their years of training and knowledge of Citywide issues. Interaction with City staff should be respectful and professional; it should go through the Board Secretary or the staff assigned to your Commission.

- Introducing substantive and/or substantial new information relating to an agenda item, not previously provided to staff in sufficient time for staff review, may result in continuance of that agenda item.
- Know the responsibilities of your advisory body, as well as the limitations of your individual authority. As a member of an advisory body you will be asked to provide recommendations to the City Council about specific issues. Keep in mind that your appointment does not empower you to direct or to supervise City staff.
- Keep an open mind. An objective, balanced, and receptive approach will help you assess the facts of a given issue and evaluate new ideas. When receiving written and oral public testimony it will be necessary to discern between fact and opinion, as well as between those concerns which are relevant and those which are secondary to the issue at hand. Keeping an open mind will make it easier for you to understand all sides of an issue before you make a judgment or take a position. Expressing your opinion on a specific matter, prior to a meeting may result in your being disqualified from discussing or voting on that matter, due to pre-decisional bias.
- Minimize, or even avoid, contact with the project applicant or project opponents prior to the meeting where you will hear the matter in question. Such unilateral or “ex parte” communication is better handled by staff who is familiar with the issues and will publicly and fully brief the Commission at the appropriate time. Any ex parte communication should be disclosed when the Commission hears the matter.
- Strive to appreciate differences in approach and point of view. Diversity of ideas sustains a thoughtful dialogue and a vibrant community. Likewise, take care to articulate your own ideas: remember that your individual voice is a critical part of the whole dialogue. Again, furthering common goals takes cooperation, flexibility, and a broad-based view of the public interest. If in doubt, return to the foundational documents to guide your understanding of the complexities of an issue.
- If you are unsure about something *during* the meeting, ask for clarification. On behalf of the public, your understanding of issues is important. Each advisory body has a City staff liaison to provide information to assist the members throughout the decision-making process.

Rules of Debate

Chair

The Chair may debate and may second motions but may not make a motion. The Chair is subject to the limitations of debate that are imposed on all members and, except for making motions and, shall not be deprived of any of the rights and privileges of a member.

Advisory Body Members

Every advisory body member desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine comments to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate. A member, once recognized, shall not be interrupted except according to rules of parliamentary procedure (e.g., for a point of order, parliamentary inquiry, question of privilege, or appeal of Chair's procedural ruling).

Public meetings will proceed smoothly if all participants keep the following tenets in mind:

- (1) We may disagree, but we will be respectful of one another.
- (2) All comments will be directed to the issue at hand.
- (3) Personal attacks shall be avoided.

Addressing the Advisory Body from the Floor

Sign in sheets for attendance shall not be allowed unless statutorily required for a specific item (e.g. some HUD items).

Securing Permission to Speak

Any person desiring to address the advisory body shall first secure permission from the Chair. Any advisory body Member may also request of the Chair that a member of the public be recognized to speak.

Remarks shall be directed and limited to the matter being considered.

Individuals

Persons addressing the advisory body are encouraged, but not required, to fill out a speaker card, as well as stating their name in an audible tone of voice for the record. This is helpful for the clerk recording the meeting. The time limit shall be as stated in the agenda, or as directed by the Chair.

All remarks shall be addressed to the advisory body as a whole and not to any individual member or to members of the audience. Without the permission of the Chair only Members and the person addressing the advisory body shall be permitted to enter into any discussion. Each member of the public who wishes to speak should be allowed to do so without interruption by Members of the advisory body. If one or more public speakers have questions, it is generally preferable for staff and/or the Chair to respond to such questions at the close of the public comment period. While an individual Member may at times have one or more questions for a person speaking under public comment, Members should minimize the questioning of persons speaking under public comments to avoid the appearance of debating that individual.

All remarks shall be delivered in a respectful manner.

Spokesperson for Group Presentations

Organized groups that wish to make a presentation longer than the time allowed for in the agenda should contact the advisory body staff prior to the meeting.

Addressing the Advisory Body after Motion Made

After a motion is made by the advisory body, no person shall address the advisory body except upon the request of the Chair, or a Member of the advisory body through the Chair.

Decorum in Meetings

Proceedings

- Start meetings on time. Keep the agenda in mind in order to give each item the appropriate time.
- Announce at the start of a meeting if the order of agenda items is to be rearranged for convenience, for response to those attending only for certain items, or for better pacing of the agenda.
- Let the Chair run the meeting.
- Be fair, impartial, and respectful of the public, staff, and each other. Give your full attention when others speak.
- Learn to trust your own good judgment on decisions.
- Remember that people may be attending a meeting for the first time and may be unfamiliar with your procedures. In your discussion, either avoid or explain technical terms, jargon, or verbal shorthand, particularly acronyms.
- Listen to audience concerns. Do not engage in side conversations or otherwise be distracted during public testimony. The opportunity for public testimony is central to the strength of democracy and is therefore encouraged. Active listening, however, does not mean engaging the public in debate. Your response or expression of your opinion on the matter is appropriately saved for after the public testimony is closed.
- Close the public testimony before you begin serious deliberation on an issue.
- Sometimes questions can most effectively focus discussion and direct decision-making. For example:
For staff:
 - What is the history behind this item?
 - What are the benefits and drawbacks?
 - What other alternatives did you consider?

For other advisory body members:

- What do you think about this item?
- What have you heard from the residents?
- What is in the public interest?
- Who benefits from this decision? The applicant? The public? Both?
- What would it take for you to support this?

For the public (at a hearing):

- What are your concerns?
- How will this proposal affect you?
- What specific, constructive, alternatives can you recommend?

For yourself:

- What are we trying to accomplish?
 - What are the long-range interests of the community?
 - What guidance can be found in our foundational documents?
- Often you must balance multiple views, neither favoring nor ignoring one individual or group over another. Your obligation is to represent a broad-based view of the community's long-range interests.
 - Remember that your advisory body exists to take actions. It is not simply a discussion group or debating society.
 - Courteous and professional behavior from members of the advisory body is not only expected, it is required. As appointed representatives of the City Council, your ability to treat all who come before the body with respect, even those with whom you disagree, is an important part of your service.
 - Endeavor to end meetings at a reasonable hour. Short breaks may be helpful during long meetings. Extending the meeting beyond an appointed hour may be subjected to a vote when that hour nears. All meetings shall end by 10:00 pm, unless the Commission votes to extend the meeting past that time.

Use of electronic media during a meeting is limited to emergency purposes only. Commissioners are to avoid distractions from the subject matter of the meeting. There shall be no posting of comments on social media about the meeting during the meeting, and no monitoring of comments posted about the meeting during the meeting.

Role of Chair

The Chair shall preserve order and decorum at all meetings of the advisory body, announce advisory body decisions and decide questions of order. The Chair is responsible for ensuring the effectiveness of the group process. A good Chair balances moving the discussion forward, involves all of the advisory body members and allows for adequate public participation. In the physical absence of the Chair, the Vice Chair shall act as presiding officer.

Responsibilities of Chair

- Ensure that the public understands the nature of the issue being discussed (for example, reason for discussion, process to be followed, opportunities for public input, timeline for decision).
- Keep discussion focused on the issue at hand.
- Endeavor to rearrange the agenda so that items with fewer public speakers will be heard before items with more public speakers.
- Generally, for Planning Commission Meetings, an applicant should only be allotted 10 minutes for their presentation. Other Commissions may have specific time requirements for presentations, as determined by the Chair. All other speakers shall have a maximum of three minutes. Speakers shall not be allowed to “give” their three minutes to another speaker.
- Solicit opinions from Members before offering the opinion of the Chair. Encourage evaluation of new, tentative, or incomplete ideas. Discourage overly dominant Members from having disproportionate control over the discussion.
- Protect Members, staff, the applicant, and the public from personal attacks.
- Provide structure for addressing complicated issues.
- For major items, delay analysis and action until the full range of alternatives is on the table.
- Attempt to reach decisions expeditiously on action items. At those times when an action would be premature, guide discussion toward a timeline or framework for responsible action.

Preparing Motions

Advisory body meetings usually are conducted according to parliamentary procedure. The Chair directs the meeting, and his/her rulings must be followed unless they are overruled by the body.

When a member wishes to propose an action on a particular item on the posted agenda for the advisory body to consider, the member makes a motion. A motion goes through the following steps:

1. The member asks to be recognized by the Chair.
2. After being recognized by the member makes the motion: *“I move that we . . .”*
3. Another member seconds the motion: *“I second the motion.”*
4. The Chair restates the motion and asks for discussion on the motion.

5. When the Chair determines that there has been enough discussion, the debate may be closed with: *"I call the question."* or *"Is there any further discussion?"*
6. If no one asks for permission to speak, the Chair then puts the question to a vote: *"All those in favor say 'aye.' All those opposed say 'nay'."* The Chair should restate the motion prior to the vote to ensure the motion is clearly understood by all. Any member may request a roll call vote on a motion.
7. After the vote, the Chair announces the decision: *"The motion carries unanimously," "The motion carries four to three (list individually if requested),"* or *"The motion has failed."*

Some common motions include:

- Delay consideration: *I move to continue the item until* (date specific, or date uncertain).
- End discussion – A motion to table an item is not subject to debate and must be voted on immediately.
- Close Debate: *I call for the question.*
- Limit or Extend Debate: *I move to limit or extend debate to...*
- Request More Study: *I move to refer this to staff or (committee) for further study.*
- Amend a Motion: *I move to amend by...* If the amendment is accepted by the maker and seconder of the main motion, then it's considered a "friendly amendment" and no separate vote is required. If it is not accepted, then a separate vote to amend the main motion is required. The amendment must be voted on before the main motion.
- Adopt a Staff Recommendation: *I move to adopt staff's recommendation to...*
- Deny Staff Recommendation: *I move to deny staff's recommendation to...*
- Modify a Motion: *I move to adopt the recommendation with the following modifications...*

Properly phrasing a motion can be difficult and corrections may be necessary before it is acted upon. Until the Chair states the motion, the member making the motion may rephrase or withdraw it. Only motions that are voted on will appear in the minutes.

Members may wish to write out difficult motions. If a motion gets too complicated, call a recess and have staff assist with the wording.

It is best to avoid including more than one proposal in the same motion. This is especially important when advisory body members are likely to disagree.

Any member may ask the chair to divide a motion. If others do not object, the chair may proceed to treat each proposal as a separate motion.

Minutes

Minutes of meetings are vital records and are mandated by government code. By definition minutes provide “the record of actions taken.” Following City Council protocol, Commission minutes will be adopted as “Action” Minutes. In the rare instance that verbatim minutes are required for a particular item, reporting services are available. Workshops are generally for discussion of matters, where no action is taken. Therefore, minutes typically are not taken of workshops.

Advisory Body Role and Relationships

Members of commissions, like others who are charged with conducting the public’s business, must do so in the “public interest.” Unlike a special interest, where a limited number of people would stand to benefit or profit, the public interest represents the maximum number of benefits flowing to society at large and not to selected individuals or groups. In the case of the Planning Commission, commissioners need to determine what constitutes the public interest as decisions are made on items such as design review, conditional use permits, tentative maps and sign programs, and recommendations are made on rezonings, general plan amendments, and other matters.

The following pointers may help in keeping the public interest foremost in the decision-making process:

- Remember who the client is. It is not the applicant but the public at large and the interest which that public represents. It is not just the people in the meeting room, but all those who are at home, too. It is everyone that lives in the community and abides by the Planning Commission’s decisions.
- The question of who benefits from the decision should be asked. Does the applicant benefit at the expense of the public? Does the public benefit? Both?
- The public interest includes the interest of all members of the community, not just the interests of selected members
- Decisions made in the public interest should consider, to the extent possible, future as well as current generations.

City Council-Advisory Body Relationship

The primary purpose of all advisory bodies is to provide judicious advice to the City Council, the elected policy-making body of the City. The advisory body’s role can include hearing public testimony on the City Council’s behalf, building community consensus for proposals or projects, reviewing written material, facilitating study of critical issues, guiding the implementation of new or regulating established programs, assessing the alternatives regarding issues of community concern, and ultimately forwarding recommendations to the City Council for consideration. There are times when the advisory body’s recommendation will not be sustained or will be modified by the City Council. It is important to recognize this not as a rejection of the integrity of the recommendation, but as an inevitable part of the process of community decision-making.

Throughout this process, the form and formality of the relationship between advisory body members and Councilmembers will vary. Some advisory body members will have regular contact with individual Councilmembers, while others may serve solely in the group context. This relationship will depend on your advisory body as much as on you and the City Council. For example, there are times when the Chair may address the City Council formally on behalf of the advisory body, and other times when an advisory body member may meet with a Councilmember individually. At all times it is important to aim for clarity and mutual respect for the different responsibilities and roles.

In all cases, however, Members serve at the pleasure of the City Council. Appointments may be withdrawn at any time, without cause.

Staff-Advisory Body Relationship

The relationship of the advisory body and staff is an active, continuous, and nuanced one. Both advisory body and staff are motivated by the shared goal of furthering the City's best interests. Yet while the goal is shared, there are times when the approach and responsibility towards implementing the goal are significantly different. Some things that one body can do, the other cannot. Sometimes staff may wish to accomplish a specific goal, but due to the constraints of their employment, they may not readily be able to advance their ideas. Likewise, the advisory body recognizes obligations to fulfill larger objectives that staff, in their demanding workloads, may sometimes overlook. Because the distinctions in responsibility are not always explicit, cultivating a balanced understanding of your role is essential. The interaction need never be adversarial, but rather can promote respect for different perspectives, and appreciation for each other's strengths.

In the case of the Planning Commission for example, the Planning Division may staff the Planning Commission but is not hired by the Planning Commission. The Planning Commission shall understand that although the Planning Division may serve as its staff by preparing findings and reports, the position is accountable to the Director of Community and Economic Development, who is, in turn, accountable to the City Manager. It is within the Planning Commission's authority to seek information from the planner, to ask for recommendations on actions before the Planning Commission and to rely on the planner's ability to provide technical assistance and expert knowledge.

It is not within the Planning Commission's authority, however, to tell the Planning Division to prepare a new General Plan or rewrite the zoning code. These kinds of major undertakings must be approved by the City Council, although the Planning Commission may recommend that the City Council direct staff to undertake a particular study.

In order to recognize the range of roles and responsibilities, some facts to remember are:

1. Know the reporting relationships. In the City of Pittsburgh, the staff liaison reports directly to the department director.
2. How is direction given? Can a study be directed to the staff from an advisory body or must it be given through an administrator or elected body?
3. How are staff proposals and recommendations handled? Staff strives to provide the advisory body with its best professional judgment, and this should be continuously

encouraged.

4. How are disputes between advisory body members and the staff handled? Proper lines of communication should be established beforehand to deal with any problems. While minor miscommunications may occur from time to time, ongoing conflicts between staff and advisory body members shall be reported directly to the City Manager as soon as possible. It is not appropriate for advisory board members to debate, argue or criticize staff in public or in private. Instead, conflicts should be discussed in a private setting with the City Manager or his/her designee present.

Staff Responsibilities

Important staff responsibilities include:

- Being informed about the latest developments in their field.
- Providing background and expressing professional opinions and views to the advisory body on important issues.
- Providing administrative support, including agenda preparation and minute taking at meetings.
- Maintaining a professional position on all topics.
- Assisting the advisory body to stay on track and focused.
- Interpreting City Council, City department, and relevant state, federal, actions and policies.
- Making sure the intent of the advisory body is not lost after a decision.
- Developing a positive rapport with the Chair and advisory body members.
- Alerting advisory body members of possible detrimental actions.
- Presenting advisory body recommendations to the City Council.

In the event that the recommendation of staff and the recommendation of the advisory body differ regarding a given issue, both recommendations should be presented to the City Council. Staff and the advisory body will decide together how to handle presentation of the alternatives to the City Council. The format may vary. For example, both staff and the advisory body can each present a report. Or, staff can present both alternatives, with the advisory body Chair or chosen member delegate present to answer City Council's questions. When there is a significant minority opinion, it can also be brought to the attention of the City Council, either as a separate report, or as testimony from an advisory body member. Regardless of the approach chosen, every effort should be made by staff to include the approved advisory body minutes of the relevant meeting(s) as part of the Council agenda report.

City Clerk

The City Clerk is a resource for advisory bodies. The City Clerk's Office accepts and maintains applications, processes appointments, updates membership rosters, bylaws, informational booklets, and yearly attendance records. The City Clerk is also a resource with respect to the Brown Act, agenda processing, and procedural meeting questions. The City Clerk is the filing officer for Statements of Economic Interest, and any other required filings as identified by the City Council and by the State.

City Attorney

The City Attorney is a resource for understanding compliance with the Brown Act, for agenda legality issues, meeting process questions, and conflict of interest determinations. Members are encouraged to rely upon the City Attorney for legal analysis. The City Attorney's legal opinion shall be the primary source of legal expertise for the City's advisory bodies.

Legal Matters

The Brown Act

City of Pittsburg advisory bodies are subject to State law governing both meetings and records. The California law governing open meetings is found in the California Code, Government Code, and Sections 54950-54962. It is commonly referred to as "The Brown Act." The general intent is that advisory bodies act openly and that their records be open to the public.

Exemptions may exist and each body should orient new members on what, if any, exemptions exist for their meetings and records.

See Government Code Section 54950-54963 for the full text of the Brown Act.

Meeting Types

The Brown Act recognizes two types of meetings: regular meetings and special meetings. Regular meetings are held at the time and place specified in the bylaws or are meetings which have been "adjourned to" and are referred to as adjourned regular meetings. Special meetings may be held at a different time or place to discuss issues that cannot be accommodated on regular meeting agendas but must still comply with notice requirements.

Advisory body staff is responsible for identifying the type of meeting and posting all notices, including the agenda and notice of adjournment.

Regular Meetings

The Brown Act requires each legislative body to set the time for regular meetings by ordinance, resolution, bylaws, or whatever specifies the conduct of that body's business. Traditionally, this has been the bylaws of the legislative bodies. City Council approves all changes in bylaws, including the change of scheduled meeting dates and times.

Under City Council policy, meetings are generally held at City Hall or at other City facilities. Meetings may be held outside City facilities when City space is not available. Neighborhood meetings will be held outside City facilities.

The Brown Act generally requires boards and commissions to conduct public meetings. A “meeting” is considered to take place any time that a quorum of the advisory body gathers to discuss that body’s business; the Brown Act prohibits a quorum from meeting privately. To this end, the Brown Act specifically prohibits “any use of direct communication, personal intermediaries or technological devices . . . employed by a majority of the members of the legislative body to develop a collective concurrence as to action to be taken on an item by the members of the legislative body.” Hence the prohibition extends not only to personal contacts of the advisory body members among themselves outside the public meeting context, but also prohibits “serial” meetings whereby information is ultimately exchanged among a quorum of advisory body members whether or not simultaneously in one another’s presence.

Ex Parte Contacts

Ex parte is a Latin term that means “from or on one side only.” It is related to the Brown Act in that it deals with public officials being influenced outside the public forum without the benefit of hearing all sides of an issue. Contacts that occur away from the hearing are known as *ex parte* and can include telephone calls, informal meetings, lunches or even a casual encounter on a street corner. The essential element of *ex parte* contact is that someone with a direct interest in a decision before the Commission, such as an applicant, a representative of the applicant or an opponent of the applicant, is attempting to influence or secure a vote outside the public forum.

The following guidelines should be considered in dealing with *ex parte* contacts:

- If someone contacts a Planning Commissioner discuss an issue involving the rights of specific individuals or particular parcels of land, the Planning Commissioner should refrain from stating his/her position and invite the person to present their testimony before the whole Planning Commission.
- If someone persists in offering information but is unwilling to testify before the whole Planning Commission, tell the person to put the information on the record, preferably by sending a letter to City staff.
- Written information on a pending Planning Commission action should be sent to staff for review and/or inclusion in the Planning Commission packets.
- If you make a site visit with or without the applicant, disclose that fact on the record before the meeting begins.
- If you have *ex parte* contact with a member of the public, applicant or interested party, disclose that fact on the record before the meeting begins.

Above all, commissioners should use common sense and good judgment when dealing with applicants and other interested parties outside a public forum.

E-mail Communications Between Advisory Body Members

Because e-mail communications can ultimately lead to the exchange of information intended to, or which may, create collective concurrence among a quorum of advisory body members, e-mail communications between advisory body members relative to advisory body business should be avoided. While three members of a seven-member board, for example, may appropriately communicate with one another by way of e-mail, the “forwarding” of such an e-mail message on to a fourth member would result in a Brown Act violation.

Ethics Training, AB 1234 and AB 1661 Training, and Other Training Requirements

Each Member shall receive at least two hours of training in general ethics principles and ethics laws relevant to his or her public service. New Members must receive this training within their first six months of service on a Commission. An individual who serves on multiple legislative bodies need only receive two hours of ethics training every two years to satisfy this requirement for all applicable public service positions. The City may develop its own ethics training course or use an outside provider. If the City develops its own ethics training, the City must consult with the Fair Political Practices Commission and the State Attorney General. The City shall maintain all records relating to a Members’ ethics training for at least five years. These documents are public records subject to disclosure. (Resolution No. 06-10462 and 09-11310). Failure to obtain this training within the specified time period and present a certificate of completion to the City Clerk shall be deemed to be resigned from office.

Each Planning Commission member shall attend biennial training by the Planning Division, and by the City Attorney, relating to the California Environmental Quality Act (CEQA), land use, and related issues. A newly appointed member shall attend such training within six months of appointment.

Planning Commission members shall attend the League of California Cities Planning Commissioner Training as needed.

Adjournment or Continuance

A legislative body may adjourn or continue any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the adjournment or continuance notice. A copy of the adjournment or continuance notice shall be conspicuously posted on or near the door where the meeting was held within twenty-four (24) hours after the time of adjournment or continuance. If the matter is continued to a time less than twenty-four (24) hours after the adjournment, a copy of the continuance notice shall be posted immediately following the meeting that was continued.

Subcommittees

Standing Committees

A standing committee is defined as a body that shall exist more than six months made up of less than a quorum of an advisory body with a specific charge. The City Council must approve the establishment of a standing committee and standing committees must meet the requirements of the Brown Act, including notice and posting of agendas.

“Less-Than-a-Quorum, Ad-Hoc Committee Exception”

Most boards, commissions, committees, and task forces can create ad-hoc committees consisting of less than a quorum of their members to deal with specific issues. Such ad-hoc committees are not required to comply with the notice and open meeting requirements of the Brown Act if they exist for less than six months. This is often referred to as the “less-than-a-quorum exception.”

The “less-than-a-quorum exception” generally does not apply when two or more advisory bodies each appoint less than a quorum of their members to meet on a particular subject and develop a joint recommendation.

The City Council must approve the establishment of a Planning Commission ad hoc committee.

Appeals

Any person who believes that a final action of an advisory body has been taken in error may appeal that decision to the City Council. Appeals must be in writing, setting forth the nature of the action and the basis upon which the action is considered to be in error, and addressed to the City Council in care of the City Clerk.

Planning Commission appeals must be received by the City Clerk within ten (10) calendar days following the date of the action from which such appeal is being taken. Appeals must be accompanied by the filing fee determined by the City’s most current fee schedule.

Conflict of Interest

General

Advisory body members may be required by the City’s Conflict of Interest Code to declare personal financial information by filing a Statement of Economic Interest (Form 700). Upon appointment, the City Clerk shall provide the advisory body member with the documents necessary for filing. Planning Commissioners are subject to full disclosure (ref. GC Section 87200).

Recusing Yourself

The City of Pittsburg has adopted a Conflict of Interest Code. No person shall make or participate in a government decision which they know, or have reason to know, will have a reasonably foreseeable material financial effect distinguishable from its effect on the public generally.

The City Attorney is available to help advisory body members decide if they should declare a disqualification on any issue, and the City Attorney will provide guidance in determining whether a Member should disqualify themselves from acting on the item. In these instances, Members should recuse themselves from a vote using the phrase, “. . . to *avoid the appearance of impropriety*” and explain fully the reason for the recusal. The member must not only disqualify themselves from voting but must also refrain from participating in

any debate on the matter. To accomplish this, the member must recuse themselves immediately following announcement of the item by the Chair and leave the room after announcing the reason for the recusal. By law, the minutes of that meeting must state the reason for the recusal.

A Member recusing themselves may participate in the proceedings as a resident or applicant, as applicable. In such instances the Member shall state their intention to participate as a member of the public and it is recommended that the Member seek advice on the matter from the City Attorney.

Communications with the Public Outside of Meetings

Members of those advisory bodies which act in quasi-judicial capacity (i.e., review permit applications or hear appeals) may be prohibited from communicating about certain agenda items with members of the public outside of public meetings. Members of these advisory bodies should consult their respective advisory body bylaws to ascertain whether such a prohibition exists.

Social Media

Commissioners should exercise caution when using social media, and refrain from posting City business, including personal comments posted using your title in the signature, on Facebook, Twitter, YouTube, SnapChat, Next Door, etc. Remember, once something is out on the internet and in cyberspace, it may not be reversible and a retraction, clarification or correction may go unnoticed. Social media posts are not City-approved press releases unless posted on staff-controlled media.

Outside of meetings Members must avoid making comments that amount to bias in violation of an applicant's due process rights. For example, a Member is not to announce an opinion on a quasi-judicial matter that will come to the advisory body for a decision in the future, such as a decision on a use permit, and instead keep an open mind.

Issuance of Technological Devices

At the discretion of the City Manager, Members of certain advisory bodies may be issued technological devices to be used for the sole purpose of viewing agendas online and communicating with City staff. Prior to issuance of any device, Members shall be required to sign an agreement accepting responsibility for use and return of the device(s) issued to the Member. Members issued devices shall be responsible for coordinating return of the device(s) and all appurtenances to Commission staff within 72 hours of termination of appointment. The City shall not be required to replace, or repair lost, stolen, or broken items, or provide wi-fi, broadband internet connectivity for use of such devices.

Advisory Body Jurisdiction

The role of an advisory body member is different from that of a private resident in that ideas expressed and decisions made must be supported by those documents which guide the City. An individual Member is not simply present to voice a personal opinion but is responsible to exercise discretion within the limitations of the advisory body's jurisdiction and relevant guiding documents. In other words, the Member offers a resident's

interpretation of the values, goals, and procedures defined by, and bases decisions on, these underlying principles and documents.

It should be noted that, when an advisory body completes its actions on a specific matter of application before it, the advisory body no longer has jurisdiction as to that matter. For example, if the Planning Commission approves a use permit application, then the Planning Commission has completed its action on that use permit application and no longer has jurisdiction over it. If the Planning Commission wished to modify the use permit, it could only do so by an individual requesting an amendment to the approved use permit.

While all of the advisory bodies are responsible to further the goals of the City Council, other specific guidance for each body may be different:

- **Planning Commission:** Implements the goals of the General Plan; interprets and applies the Zoning Ordinance (Title 18 of the Pittsburg Municipal Code), the Subdivision Ordinance (Title 17), and the Sign Ordinance (Title 19); reviews projects and land use plans for compliance with the General Plan, with the California Environmental Quality Act (CEQA), and with specific area plans; considers and recommends revisions to the General Plan and the Zoning, Subdivision, and Sign Ordinances.
- **Historic Resources Commission:** Implements the Resource Conservation Element of the General Plan (Section 9.5 – Historical and Cultural Resources; interprets and applies section 18.36.220(C) of Pittsburg Municipal Code; reviews permits for compliance with the California Environmental Quality Act (CEQA) as relative to historic and cultural resources; applies the Secretary of Interior Standards for rehabilitation of historic buildings; refers to State Historic Preservation Office (SHPO) resources as needed; provides recommendations regarding proposed legislation that has impact on local historic resources, including specific area plans; and oversees the updating of the Historic Building Survey.
- **Community Advisory Commission:** The Community Advisory Commission (CAC) is an advisory body appointed by the City Council to provide information concerning quality of life issues for Pittsburg residents. The CAC also reviews and provides input to the City Council, including recommendations and suggested policies on issues of public interest, traffic and recreation issues. The CAC also provides input to the City Council regarding the general direction and emphasis of the park, recreation and arts needs of the city, including recommendations for reasonable standards and policies for park and recreation facilities development, programs and facility use. The CAC also assigns three members of the City's Measure M/P Citizen Advisory Committee, and one member to serve as liaison to the Pittsburg Youth Advisory Commission. The CAC also participates in the Community Development Block Grant (CDBG) program and selection of recipients, the Public Safety Committee, and the Pittsburg Recognition Committee.
- **Measure M/P Citizens Oversight Committee:** This committee was formed after passage of Measure P, an interim sales tax increase and was a condition of passage of the Measure. The committee will sunset when the Measure does.
- **Sister Cities Committee:** Governed by their bylaws, approved by the City Council, and by the bylaws and other regulatory documents of Sister Cities International.

- Youth Advisory Commission: The Youth Advisory Commission is an advisory body appointed by the City Council to provide the youth voice to the City Council in promoting civic engagement and community service while furthering the understanding of how municipal government works. The Youth Advisory Commission specifically serves as a liaison between Pittsburgh youth and the City Council concerning issues that affect the quality of life for the youth of Pittsburgh. The Youth Advisory Commission provides information, makes recommendations, and suggests policies to the City Council on issues of civic engagement and community service.

Handbook and revisions adoptions:

June 15, 2015, Resolution No. 15-13052A

April 4, 2016, Resolution No. 16-13173

November 19, 2018, Resolution No. 18-13565

[Insert date, 2022, Resolution No. 22-]

ACKNOWLEDGEMENT

I, _____, have received and read this Handbook for City Advisory Bodies and agree to all terms herein.

(Signature)

(Date)

Please return this page to the City Clerk's Office, 65 Civic Avenue, Pittsburg, CA. If you have any questions, please contact the staff member assigned to your Commission.



**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 by Minute Order of a City Council Recess for Winter Months
MEETING DATE:

EXECUTIVE SUMMARY

Historically, the City Council takes a recess during the winter months to allow for both staff and City Council vacations during the holiday season and to accommodate the City's Winter Closure.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

By Minute Order, determine whether or not to have a City Council winter recess, and if so, when. It is suggested that the Council respectfully consider January 3, 2023 as the recess date.

BACKGROUND

The City Council historically takes a recess during the winter months to allow for both staff and City Council vacations during the holiday season and to accommodate the City's Winter Closure.

This recess, when taken, has typically been during either the period that would encompass the second meeting of December or the first meeting in January. In light of the fact that the first meeting of December is limited to the ceremony surrounding the City Council reorganization, and there is potential year-end business to conduct prior to December 31, the first meeting of January 2023 (January 3) would be a more opportune time for recess.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

The second meeting of December is currently scheduled for December 19, 2022. Mayoral rotation takes place on December 5 and typically no other business is conducted at that meeting. The City's Winter Closure is scheduled for December 23 through December 30, 2022. The optimum date for recess is January 3, 2022. Business as usual will continue with the second meeting of January which is scheduled for Tuesday, January 17, 2023.

ATTACHMENTS:

None

Report Prepared By:
Alice E. Evenson, City Clerk

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

DATE: October 17, 2022

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

CITY COUNCIL/AGENCY MEMBERS

Holland Barrett White, Mayor/Chair
Shanelle Scales-Preston, Vice-Mayor/Chair
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
Marilyn Craft, 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 White called the meeting to order at 7:00 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening in Closed Session at 6:00 P.M. for the following items:

1. **CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:**

City designated representatives: Garrett Evans, Maria Aliotti, Jennifer Brizel

Employee organization: International Brotherhood of Electrical Workers Local 1295

2. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION pursuant to Section 54956.9(d)(1):**

Save Mount Diablo v. City of Pittsburg et al., Contra Costa County Superior Court case no. CIVMSN21-0462

City Attorney Mooney stated there was no reportable action taken in Closed Session.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PRESENTATIONS

3. Equity for Black Women and Girls

CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on upcoming City events.

PUBLIC COMMENTS

Charles Clark, Pittsburg, inquired about speed humps in his neighborhood.

Amy Kubeck, Pittsburg, inquired about traffic issues at San Marco intersections.

Alaysia Delk, Pittsburg, thanked the City Council for the movie tickets this past weekend.

Nasser Sanane, Pittsburg, spoke about the LaRaza Market and Valero gas station project.

COMMITTEE REPORTS

Member Killings, along with Vice-Mayor Scales-Preston, attended the Los Medanos Health Advisory Committee.

CITY COUNCIL MEETING

CONSIDERATION

4. Introduction and Waive First Reading of an Ordinance Amending Title 8.08 of the Pittsburg Municipal Code Regarding Sustainable Food Packaging and Condiments

On Motion by Member Banales, seconded by Member Killings to introduce and waive first reading of the ordinance and carried unanimously.

5. Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the Office of Traffic Safety Grant Funds for the Selective Traffic Enforcement Program (STEP)

On Motion by Vice Mayor/Chair Scales-Preston, seconded by Member Craft to adopt with provisions that additional Highway 4 cooperative traffic operations be prioritized and carried unanimously.

6. Adoption of a City Council Resolution to Accept Project 2232, 2020/21 Pavement Maintenance Project as Complete and Authorize the City Engineer to File a Notice of Completion

On Motion by Member Killings, seconded by Member Banales to adopt and carried unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflicts of interest statements.

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

City Manager Evans noted Items 8 and 12 are duplicates. Only Item 8 will be adopted and Item 12 will be removed.

On Motion by Member Craft, seconded by Member Banales to adopt without Item 12 and carried unanimously.

7. Minutes of October 3, 2022

8. Adoption of a City Council Resolution Making Findings in Support of Continuing to Hold Public Subcommittee Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

9. Adoption of a City Council Resolution Authorizing the Execution of a Consultant Service Agreement with FirstCarbon Solutions for the Siena at San Marco (Units 16 and 17) Subdivision

10. Adoption of a City Council Resolution Accepting the Public Improvements for Subdivision 9497 - Vista Del Mar II

11. Adoption of a City Council Resolution to Modify the Uniform Allowance and Amend the AFSCME Miscellaneous A and Management, Professional, Confidential Agreements

12. Adoption of a City Council Resolution Making Findings in Support of Continuing to Hold Public Subcommittee Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

13. Adoption of a City Council Resolution Authorizing Execution of the Equipment Lease Purchase Agreement with Motorola Solutions to Replace the Police Radio System to Meet California Department of Justice Requirements

14. Adoption of a City Council Resolution Authorizing City Manager to Execute First Amendment to Consulting Services Agreement with Anchor QEA and to Negotiate and Execute a Reimbursement and Indemnity Agreement with New York Landing Homeowners Association for Dredge Design

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Vice-Mayor Scales-Preston attended the Mr. Mims celebration event, the grand opening

of the boutique on Railroad Avenue, and thanked Supervisor Glover and Mayor White for sponsoring the movies at the Maya Theater. She also attended the groundbreaking of the Courtyard by Marriott today.

Member Craft thanked Jordan Davis for his role in the Courtyard by Marriott project coming to fruition.

Mayor White stated it was a pleasure to co-sponsor the movies over the weekend. He then read the proclamation that was presented to Mr. Willie Mims.

ADJOURNMENT

The City Council adjourned at 8:15 P.M. to November 7, 2022.

Respectfully submitted,

Alice E. Evenson, City Clerk



**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 Southwest Pittsburg GHAD II Resolution to Authorize the Summary Vacation of a 7,720 sf Geologic Hazard Abatement District Maintenance Access Easement

MEETING DATE: November 7, 2022

EXECUTIVE SUMMARY

The Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) owns and maintains 6.25 acres of open space and environmental mitigation area at the southeastern corner of W Leland Road and San Marco Boulevard. The GHAD's existing access easement to this mitigation area must be vacated to allow for the construction of the anchor tenant building at the San Marco Commercial Center Project.

FISCAL IMPACT

This item has no fiscal impact.

RECOMMENDATION

Staff recommends the GHAD II Board adopt the attached resolution vacating the existing 7,720 square foot access easement located on Assessor's Parcel Number 091-050-077.

BACKGROUND

On January 19, 2016, the GHAD II Board approved Resolution 16-052 accepting ownership of land known as the San Marco Open Space Preserves.

On April 16, 2016, San Marco Properties LLC granted the Southwest Geologic Hazard Abatement District II a 7,720 square foot maintenance access easement.

On November 16, 2020, the City Council adopted Resolution 20-13849 amending the General Plan Land Use Map for the San Marco Commercial Center Project. The project includes a 29,822 square-foot anchor tenant building and two separate commercial pad sites on a 3.69-acre property located at the southeastern corner of San Marco Boulevard and W Leland Road.

SUBCOMMITTEE FINDINGS

This item was not presented at a subcommittee.

STAFF ANALYSIS

The existing GHAD maintenance access easement encumbers a portion of the commercial center parcel. The planned future improvements will not allow equipment to adequately maneuver around the future improvements to access the mitigation area. The property owner, San Marco Properties LLC, is conveying a new 2,722 square foot access easement that provides a more appropriate access and turn-around area for maintenance equipment.

ATTACHMENTS: Resolution
 Attachment A—Existing Maintenance Access Easement
 Attachment B—New Maintenance Access Easement

Report Prepared By: Jolan Longway, Clean Water Program Coordinator

BEFORE THE SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT
DISTRICT II

In the Matter of:

Adopting a Southwest Pittsburg GHAD II)	RESOLUTION NO. 22-
Board Resolution Authorizing the Summary)	
Vacation of a 7,720 Square Foot)	
<u>Maintenance Access Easement)</u>	

WHEREAS, a maintenance access easement was conveyed to the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD) for access to a 6.25-acre environmental mitigation area at the southeastern corner of West Leland Road and San Marco Boulevard; and

WHEREAS, on November 16, 2020, the City Council adopted Resolution 20-13849 amending the General Plan Land Use Map for the San Marco Commercial Center Project, which includes a 29,822 square foot anchor tenant building on the easement parcel; and

WHEREAS, the existing maintenance access easement encumbers the commercial center parcel and proposed improvements, and therefore necessitates vacation of the easement; and

WHEREAS, the property owner San Marco Properties LLC is conveying a new 2,722 square foot access easement as described within Attachment B, attached hereto, that provides appropriate access and turn around area for maintenance equipment; and

WHEREAS, the City Council may vacate all or part of a street, highway, or public service easement pursuant to the Public Streets, Highways, and Service Easements Vacation Law (State of California Streets & Highways Code, Section 8300 et seq.); and

WHEREAS, the summary vacation proceedings are to be conducted pursuant to the provisions in Section 8330-8336, Chapter 4 of Part 3, Division 9, entitled "Summary Vacation" of the State of California Streets & Highways Code; and

WHEREAS, the summary vacation requirement for a public street has been met, pursuant to §8331 and §8334 of the California Streets & Highways Code; and

WHEREAS, the Planning Director has determined that the proposed vacation is in conformance with the City's General Plan.

NOW, THEREFORE, BE IT RESOLVED that the GHAD II Board of the City of Pittsburg hereby orders the summary vacation of that portion of APN 091-050-077 as described within Attachment A attached hereto.

BE IT FURTHER RESOLVED, pursuant to Streets and Highways Code section 8336, the City Clerk shall cause a certified copy of this Resolution, attested by the Clerk under seal, to be recorded in the Office of the Recorder of the County of Contra Costa.

PASSED, AND ADOPTED by the Southwest Pittsburg GHAD II Board of the City of Pittsburg at a regular meeting on the 7th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Holland Barrett White, Mayor

Alice E. Evenson, City Clerk

ATTACHMENT A Existing Access Easement

RECORDING REQUESTED BY:
SOUTHWEST PITTSBURG GEOLOGICAL
HAZARD ABATEMENT DISTRICT II

WHEN RECORDED MAIL TO:

District Clerk
SOUTHWEST PITTSBURG GEOLOGICAL
HAZARD ABATEMENT DISTRICT II
65 Civic Avenue
Pittsburg, CA 94565-3814

CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC- 2016-0142011-00
Tuesday, JUL 19, 2016 08:07:01
FRE \$0.00
Ttl Pd \$0.00 Nbr-0002649677 lrc / R3 / 1-7



APN's: 097-550-018 (Portion)
097-550-029 (Portion)

Space above this line for Recorder's use

GRANT OF EASEMENT (NON-EXCLUSIVE)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

San Marco Properties LLC, a California limited liability company ("Grantor"),
hereby grants to

The Southwest Pittsburg Geological Hazard Abatement District II, a political subdivision of
California ("Grantee"),

a non-exclusive easement for ingress and egress over the real property situated
in the City of Pittsburg, County of Contra Costa, State of California, described
and shown in Exhibits "A" and "B" attached hereto.

DATED

4-21-16

San Marco Properties, LLC,
a California Limited Liability Company,

By: Seecon Financial &
Construction Co., Inc.,
a California corporation

Its Managing Member

By:

Albert D. Seeno, III
Authorized Agent

(Attach Notary 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.

Robt Valenzuela
SIGNATURE OF NOTARY

EXHIBIT 'A'
LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCELS 'A' AND 'C' AS SHOWN ON THE MAP ENTITLED "SUBDIVISION 7362, SAN MARCO UNIT 1" RECORDED ON DECEMBER 29, 2000 IN BOOK 427 OF MAPS AT PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT IN THE LINE COMMON TO SAID PARCELS 'A' & 'C' (427 M 48) THENCE NORTH 85°26'34" WEST, 170.24 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 84°33'53" WEST, 16.00 FEET;

THENCE NORTH 05°26'07" EAST, 13.20 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 83.00 FEET, THROUGH A CENTRAL ANGLE OF 60°32'46", AND AN ARC DISTANCE OF 87.71 FEET;

THENCE NORTH 65°58'53" EAST, 203.10 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 172.00 FEET, THROUGH A CENTRAL ANGLE OF 55°58'04", AND AN ARC DISTANCE OF 168.01 FEET;

THENCE NORTH 10°00'49" EAST, 11.09 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF WEST LELAND ROAD;

THENCE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1600.00 FEET, WHICH RADIUS POINT BEARS SOUTH 09°43'37" WEST, THROUGH A CENTRAL ANGLE OF 00°34'23", AND AN ARC DISTANCE OF 16.00 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 10°00'49" WEST, 11.09 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 188.00 FEET, THROUGH A CENTRAL ANGLE OF 55°58'04", AND AN ARC DISTANCE OF 183.64 FEET;

THENCE SOUTH 65°58'53" WEST, 203.10 FEET;

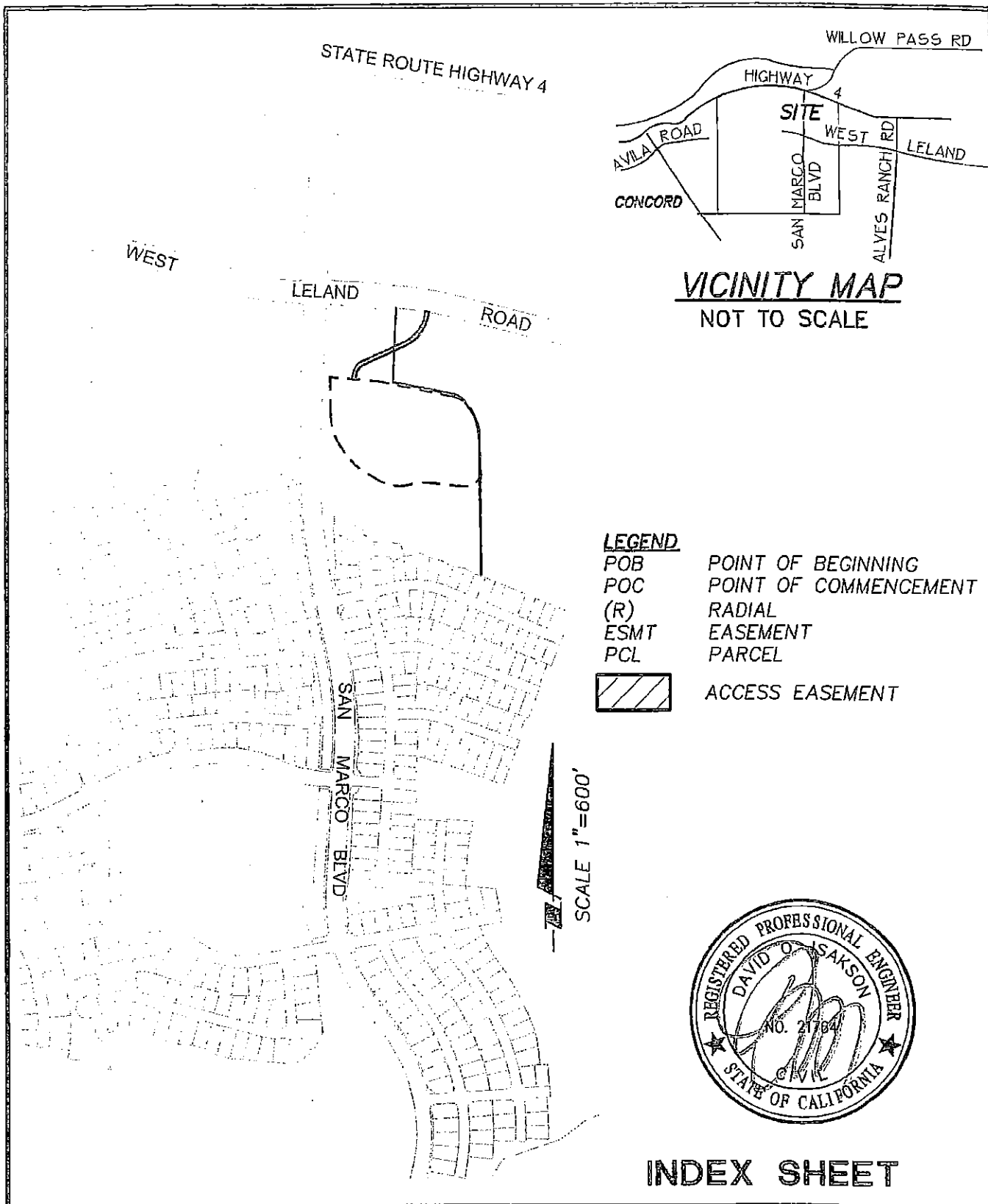
THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 67.00 FEET, THROUGH A CENTRAL ANGLE OF 60°32'46", AND AN ARC DISTANCE OF 70.80 FEET;

THENCE SOUTH 05°26'07" WEST, 13.20 FEET TO THE POINT OF BEGINNING.

CONTAINING: 7720 SQUARE FEET OR 0.18 ACRES OF LAND, MORE OR LESS.



S:\2010 JOBS\201012\dwg\PLATS\201012-GHAD-PCL-8-9_WITH BASIN.dwg, SHEET 1, 1/27/2016 2:40:39 PM



ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7926

EXHIBIT 'B'

CHECKED BY: DOI

DRAWN BY: BL

JOB NO. 201012

SCALE: 1"=600'

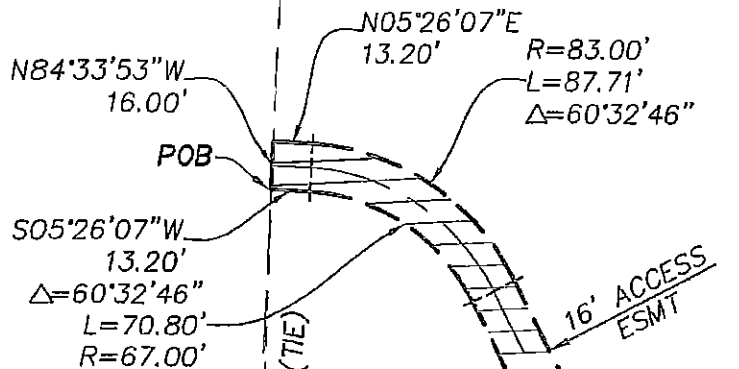
DATE: 5-17-12

SHEET 1 OF 2

SAN MARCO BLVD

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	1600.00'	00°34'23"	16.00'

SAN MARCO
PROPERTIES LLC
PARCEL 'A'
SUB 7362
(427 M 48)

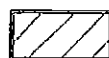


FUTURE DETENTION BASIN PARCEL

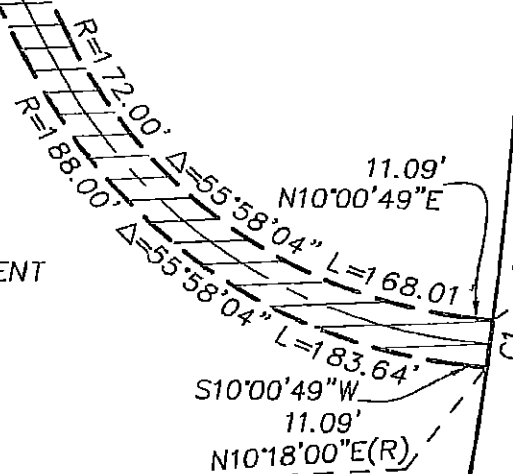
SAN MARCO
PROPERTIES LLC
PARCEL 'C'
SUB 7362
(427 M 48)

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
(R) RADIAL
ESMT EASEMENT



ACCESS EASEMENT



WEST LELAND ROAD

ISAKSON & ASSOCIATES INC.

2255 YGNACIO VALLEY ROAD, SUITE C WALNUT CREEK, CA. 94598-3349
PHONE (925) 937-9333 FAX (925) 937-7928

EXHIBIT 'B'

CHECKED BY: DOI

DRAWN BY: BL

JOB NO. 201012

SCALE: 1"=60'

DATE: 01-27-16

SHEET 2 OF 2

ATTACHMENT B New Access Easement

EXHIBIT 'A' LEGAL DESCRIPTION GHAD ACCESS EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 'A' AS SAID PARCEL IS SHOWN ON THE PARCEL MAP WAIVER FOR LOT LINE ADJUSTMENT PMW 21-04 RECORDED MAY 4, 2022 UNDER RECORDERS SERIES NUMBER 2022-0077185 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL 'A', SAID POINT BEING ON THE NORTHERLY LINE OF THAT PARCEL DEEDED TO THE SOUTHWEST PITTSBURG GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD) RECORDED JULY 19, 2016 UNDER RECORDERS SERIES NUMBER 2016-0142014 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 'A' NORTH 11°02'05" EAST, 3.50 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID EASTERLY LINE NORTH 79°00'17" WEST, 97.67 FEET;

THENCE SOUTH 10°59'43" WEST, 3.50 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 'A';

THENCE ALONG SAID PARCEL 'A' NORTH 79°00'17" WEST, 31.23 FEET;

THENCE LEAVING SAID PARCEL 'A' NORTH 10°59'43" EAST, 23.50 FEET;

THENCE SOUTH 79°00'17" EAST, 141.59 FEET TO THE EASTERLY LINE OF SAID PARCEL 'A';

THENCE ALONG SAID EASTERLY LINE SOUTH 13°44'05" WEST, 3.06 FEET;

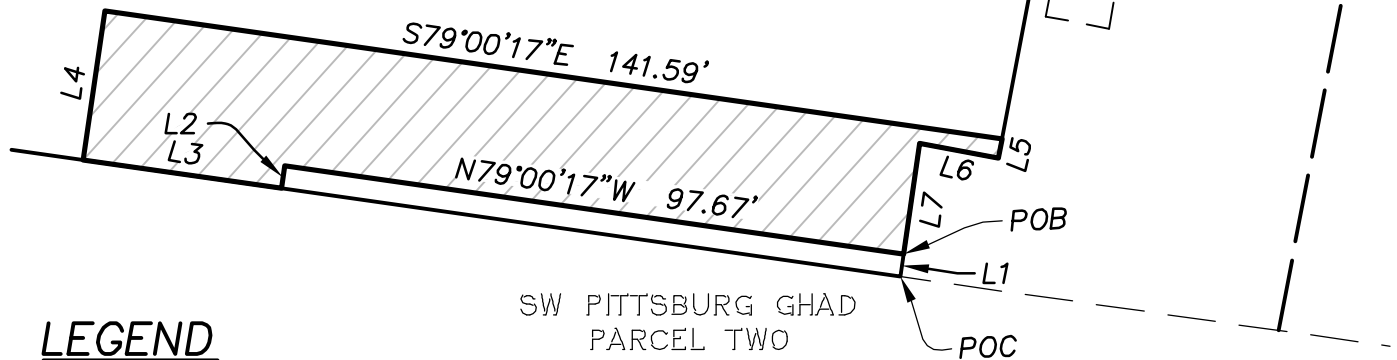
THENCE NORTH 76°15'55" WEST, 12.55 FEET;

THENCE SOUTH 11°02'05" WEST, 17.54 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 2,722 SQUARE FEET OF LAND, MORE OR LESS.

**SAN MARCO PROPERTIES, LLC
PARCEL 'A', PMW 21-04
(2022-0077185)**

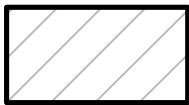
LINE TABLE		
NO	BEARING	LENGTH
1	N11°02'05"E	3.50'
2	S10°59'43"W	3.50'
3	N79°00'17"W	31.23'
4	N10°59'43"E	23.50'
5	S13°44'05"W	3.06'
6	N76°15'55"W	12.55'
7	S11°02'05"W	17.54'



LEGEND

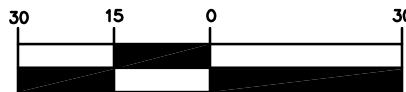
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

— — — — — ADJACENT LOT LINE
- - - - - EX EASEMENT LINE



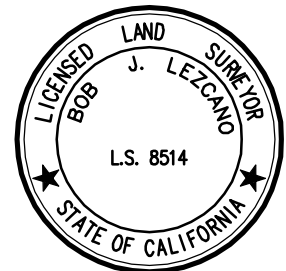
GHAD ACCESS EASEMENT = 2,722 SF±

GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.



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

EXHIBIT 'B'
PLAT TO
ACCOMPANY LEGAL
DESCRIPTION

DRAWN BY:
BJL
PROJECT NO:
18062
SCALE:
1"=30'

SHEET
1 OF 1
DATE:
8-8-2022

page 1

Project: 18062 SAN MARCO COMM
16:21:22 2022

Thu August 11

Parcel Map Check

--

Parcel name: NEW GHAD ESMT

North: 56135.7845	East : 78449.5924
Line Course: N 79-00-17 W	Length: 97.67
North: 56154.4129	East : 78353.7153
Line Course: S 10-59-43 W	Length: 3.50
North: 56150.9771	East : 78353.0477
Line Course: N 79-00-17 W	Length: 31.23
North: 56156.9336	East : 78322.3910
Line Course: N 10-59-43 E	Length: 23.50
North: 56180.0022	East : 78326.8732
Line Course: S 79-00-17 E	Length: 141.59
North: 56152.9970	East : 78465.8640
Line Course: S 13-44-05 W	Length: 3.06
North: 56150.0245	East : 78465.1374
Line Course: N 76-15-55 W	Length: 12.55
North: 56153.0042	East : 78452.9463
Line Course: S 11-02-05 W	Length: 17.54
North: 56135.7885	East : 78449.5891

Perimeter: 330.64 Area: 2,722 sq.ft. 0.06 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0052 Course: N 39-13-00 W

Error North: 0.00402 East : -0.00328

Precision 1: 63,584.62



**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 Making Findings in Support of Continuing to Hold Public Subcommittee Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

MEETING DATE: December 5, 2022

EXECUTIVE SUMMARY

Assembly Bill 361 (AB 361) amended the Brown Act to allow local legislative bodies to continue to meet remotely during proclaimed states of emergency under specified conditions. Findings must be made every 30 days.

FISCAL IMPACT

There is no fiscal impact to the General Fund by this action.

RECOMMENDATION

The City Council adopt the attached resolution, continue in-person meetings with the exception of subcommittee meetings which will remain virtual.

BACKGROUND

Beginning in March 2020, Governor Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. Among these were Executive Orders—N-25-20 and N-29-20 (collectively, the “Brown Act Orders”) — that waived requirements in the Brown Act expressly or impliedly requiring the physical presence of legislative body members, staff, or the public at local agency meetings.

On June 11, 2021, the Governor issued Executive Order N-08-21, to begin winding down some of the prior measures that were adopted to respond to COVID-19. Notably, N-08-21 established an end date to the Brown Act Orders, effective September 30, 2021.

On September 16, Governor Newsom signed Assembly Bill 361 which amended the Brown Act to allow local legislative bodies to continue to meet remotely during proclaimed states of emergency under specified conditions and so long as certain findings are made by a

majority of the legislative body. As detailed in the attached resolution, findings were made on September 19, 2022, and are effective for 30 days.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

Local legislative bodies such as a city council that wish to continue meeting by teleconference must comply with the requirements of California Government Code Section 54953, which was amended by AB 361.

Specifically, newly amended Government Code Section 54953 requires the following procedures:

- Give notice and post agendas as otherwise required by the Brown Act;
- List on the agenda how the public can electronically attend and comment at the meeting. Note that a public agency is not required to offer an in-person option for the public to attend and comment at such a meeting;
- Provide an opportunity to comment in advance of and during the meeting;
- Allow a reasonable amount of time to register, if required, and comment on each agenda item or at least the amount of time allowed per agency meeting protocols, whichever is longer;
- No action may be taken during a disruption that inhibits the broadcast of the meeting or the public's ability to comment;
- All votes must be via rollcall;
- Comply with state and federal civil rights and non-discrimination laws; and
- Take all precautions to protect the statutory and constitutional rights of the public.

While it only applies in situations where the Governor has proclaimed a state of emergency, and not, for instance, when only a local health officer has declared an emergency, AB 361 provides an explicit avenue for local public agencies to meet remotely in the case of a public health, or other, emergency that inhibits the opportunity to meet in person. AB 361 provides the flexibility to meet by teleconference through December 31, 2023, unless extended.

The City Council resolution, if approved, would authorize teleconferenced meetings of subcommittees.

Making the findings would allow teleconferenced meetings for the next 30 days.

ATTACHMENTS: Resolution

Report Prepared By: Garrett Evans, City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Making Findings in Support of Continuing to)
Hold Public Subcommittee Meetings By) RESOLUTION NO. 22-
Teleconference Pursuant to California)
Government Code Section 54953(e))

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency due to COVID-19; and

WHEREAS, on March 10, 2020, the Contra Costa County Board of Supervisors issued an emergency proclamation to respond to COVID-19; and

WHEREAS, on March 16, 2020, the City Council proclaimed the existence of a local emergency in response to COVID-19; and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20, which suspended specified requirements under the Brown Act with regard to teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, which modified and replaced the Brown Act language of Executive Order N-25-20, continuing to suspend specified requirements under the Brown Act for teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended social distancing measures; and

WHEREAS on June 11, 2021, the Governor issued Executive Order N-08-21, which modified and replaced the Brown Act language of Executive Order N-29-20 and set forth an end date of September 30, 2021; and

WHEREAS, in September 2021 the State Legislature passed Assembly Bill 361, which was signed into law by the Governor on September 19, 2021; and

WHEREAS, AB 361 amended the Brown Act at Government Code Section 54953 to allow, until January 1, 2024, a legislative body to use teleconferencing without adhering to specified requirements so long as, among other circumstances, the meeting is held during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing, and so long as the legislative body reconsiders the circumstances every 30 days; and

WHEREAS, on September 20, 2021, the Contra Costa County Health Officer issued recommendations for public meetings, which recommendations include social distancing; and

WHEREAS, on October 4, 2021, and November 1, 2021, the City Council adopted a resolution authorizing teleconferenced meetings for the City Council, commissions, and subcommittees; and

WHEREAS, following an improvement in the incidence of COVID cases, the City Council adopted Resolutions on November 29, 2021, December 20, 2021, January 18, 2022, February 7, 2022, March 7, 2022, April 4, 2022, May 2, 2022, June 6, 2022, June 20, 2022, July 18, 2022, August 15, 2022, September 19, 2022 and October 17, 2022 to authorize meetings with public participation by teleconference and in-person attendance by members of the City Council and commissions, and otherwise fully teleconferenced meetings for subcommittees; and

WHEREAS, with the emergence of the Omicron variant, which may spread more easily than other variants, and in the wake of holiday gatherings of persons, the incidence of COVID increased markedly and then decreased but continues to be transmitted in the community.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby makes the following findings:

1. The circumstances of the state of emergency have been reconsidered. The state of emergency declared by the Governor has not been terminated. The state of emergency declared by the County Board of Supervisors has not been terminated. The state of emergency declared by the City Council has not been terminated.
2. State or local officials continue to impose or recommend measures to promote social distancing. The County Health Official on September 21, 2021, and on March 1, 2022, issued a recommendation for social distancing, among other recommendations, during public meetings.

BE IT FURTHER RESOLVED that the City Council hereby approves meetings of subcommittees to be held by teleconference in compliance with California Government Code Section 54953(e). As there are numerous subcommittees, some which are comprised of members of more than one legislative body, and meet frequently, for the protection of the health of attendees all subcommittee meetings are to be held by teleconference.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 7th day of November 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of an Ordinance Amending Title 8.08 of the Pittsburg Municipal Code Regarding Sustainable Food Packaging and Condiments

MEETING DATE: November 7, 2022

EXECUTIVE SUMMARY

On October 17, 2022, the City Council introduced and waived further reading of an Ordinance amending Title 8.08 of the Pittsburg Municipal Code. Approval of the amendments will bring the City into compliance with AB 1276 which aims to decrease plastic in landfills as well as plastic pollution in the streets and waterways of Pittsburg where it causes environmental harm.

FISCAL IMPACT

The proposed Ordinance has no impact on the General Fund. Development of an enforcement mechanism, defining enforcement obligations, and conducting public outreach are significant steps in reaching compliance with AB 1276. Staff time and activities associated with the proposed Ordinance will be managed and financed through the Solid Waste Fund.

RECOMMENDATION

City Council adopt Ordinance 22-1503 amending Chapter 8.08 of the Pittsburg Municipal Code Regarding Sustainable Food Packaging and Condiments.

BACKGROUND

On October 17, 2022, the City Council introduced Ordinance 22-1503 and moved unanimously to waive the first reading of the Ordinance amending Chapter 8.08 of the Pittsburg Municipal Code regarding sustainable food packaging and condiments. In 2018, the City adopted Chapter 8.08 "Sustainable Food Packaging – Polystyrene Products Regulation" to regulate the use and sale of polystyrene products as polystyrene is not biodegradable and breaks down easily into small pieces making it difficult and expensive to remove from the environment and keep from filling landfills.

Disposable foodware like plastic forks, knives, and straws affect the environment and landfills similarly, and in 2018, former Governor Jerry Brown signed Assembly Bill 1884 (AB 1884) prohibiting full-service restaurants from providing single-use plastic straws to consumers unless requested by the consumer. AB 1884 directed local health and environmental health officers and their agents to enforce the plastic straw regulation.

On October 5, 2021, Governor Newsom signed AB 1276, which expands the scope of AB 1884 by prohibiting food providers and third-party food delivery platforms from providing disposable foodware, such as cutlery, straws, and condiment packets to a consumer unless requested by the consumer.

SUBCOMMITTEE FINDINGS

On September 26, 2022, staff presented AB 1276 to the Economic Development and Waterfront Subcommittee noting that an amendment to Chapter 8.08 was forthcoming and received no opposing comments.

STAFF ANALYSIS

Like Chapter 8.08, AB 1276 is designed to reduce plastic waste associated with excess packaging and undesired condiments. The intended outcome of implementing the proposed Ordinance update is to decrease plastic in the landfill as well as plastic pollution in the streets and waterways of Pittsburg where it causes environmental harm. To achieve compliance with AB 1276, the proposed Ordinance updates:

- Expand and define sustainable food packaging items besides polystyrene as disposable foodware and standard condiments including:
 - Utensils, which are defined as forks, knives, spoons, and sporks
 - Chopsticks
 - Condiment cups and packets
 - Straws
 - Stirrers
 - Splash sticks
 - Cocktail sticks
- Establish complaint-based enforcement mechanisms by:
 - Updating the City's responsible enforcement party to Enforcement Official, consistent with the City's other existing solid waste regulations
 - Expanding enforcement in the existing chapter beyond polystyrene products to disposable foodware and standard condiments
- Establish fines for foodware and condiment infractions in alignment with State law and reduce previously adopted fines for polystyrene infractions
- Delineate those exempt and non-exempt from this legislation
- Address third party food delivery platforms like Uber Eats, Grub Hub, Door Dash, etc.
- Change the title of Chapter 8.08 from Sustainable Food Packaging – Polystyrene Products Regulation” to “Sustainable Food Packaging and Condiments”

The City has contacted the Pittsburg Chamber of Commerce and Sustainable Contra Costa to conduct outreach to the business community and consumers. Staff will continue working with these Pittsburg communities to build awareness of the provisions of the proposed Ordinance. It is expected that restaurants and businesses will experience a positive fiscal impact due to the distribution of less inventory.

After introducing the 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 22-1503 Amending Chapter 8.08 “Sustainable Food Packaging and Condiments”

Report Prepared By: Sara Bellafronte, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance of the City of Pittsburg)
Amending Chapter 8.08 of the Pittsburg) ORDINANCE NO. 22-1503
Municipal Code Regarding Sustainable Food)
Packaging And Condiments)

WHEREAS, in 2021, the California State legislature passed and the Governor signed Assembly Bill 1276 to regulate single-use foodware accessories and standard condiments; and

WHEREAS, the new law requires a city to authorize an enforcement agency to enforce the requirements of the law.

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

SECTION 1. Amendment to the Pittsburg Municipal Code Chapter 8.08. Chapter 8.08 of the Pittsburg Municipal Code is hereby amended to read as follows:

(New language is in ***bold italic***, deleted language is in ~~strikethrough~~)

Chapter 8.08

SUSTAINABLE FOOD PACKAGING ***AND CONDIMENTS*** POLYSTYRENE
PRODUCTS REGULATION

Sections:

- 8.08.010 Purpose.
- 8.08.020 Definitions.
- 8.08.030 Permitted and prohibited ~~food service ware~~ ***foodware***
- 8.08.040 Prohibition on sale of polystyrene ~~food service ware and~~ ***foodware*** polystyrene coolers.
- 8.08.050 Exemptions.
- 8.08.060 Certification of compliance.
- 8.08.070 Enforcement and violation - Penalty

8.08.010 Purpose.

The purposes of this chapter are ***to reduce excess packaging and undesired condiments and prohibit disposable foodware accessories from being bundled or packaged in a way that prohibits the consumer from taking only the item desired, and to*** eliminate and regulate the use of polystyrene products in order to protect the health of Pittsburg citizens and promote environmentally sustainable practices in the city.

8.08.020 Definitions.

As used in this chapter, unless the context otherwise clearly indicates, the words and phrases are defined as follows:

“ASTM standard” means meeting the standards of the American Society for Testing and Materials (ASTM) International standards D6400 or D6868 for compostable materials, as those standards may be amended.

“City contractor” means any person that enters into an agreement with the city to furnish products or services to or for the city.

“City facility” means any building, structure, property, park, open space, or vehicle, owned or leased by the city, its agents, agencies, departments or franchisees.

“City-sponsored event” means any event, activity or meeting organized or sponsored, in whole or in part, by the city or any department of the city.

“Compostable” means the product is capable of composting, ***accepted by the franchised hauler as compostable***, and is labeled in accordance with California law, or is consistent with the timeline and specifications of ASTM D6400 and D6868, without regard to material type.

“Consumer” means a person is a member of the public, takes possession of food, is not functioning in the capacity of an operator of a food provider, and does not offer the food for resale.

“Correctional Institution” means any state prison, county jail, city jail, Division of Juvenile Justice facility, county- or city-operated juvenile facility, including juvenile halls, camps, or schools, or any other state or local correctional institution, including a court facility.

“Disposable food-service-ware **foodware**” or “disposables” means single-use, disposable products used for eating, serving or transporting prepared food, including but not limited to **utensils (forks, knives, spoons, and sporks), chopsticks, condiment cups and packets, straws, stirrers, splash sticks, cocktail sticks, plates, bowls, trays, wrappers or wrapping, platters, cartons, condiment containers, cups or drink ware, lids, or any other container in or on which prepared foods are placed or packaged for consumption, and other items that are designed for one-time use for prepared foods including service ware for take-out foods and/or leftovers from partially consumed meals prepared by food providers.**

“Establishment” means a place of business of a Food Provider or other person subject to the requirements of this chapter.

“Food p**Provider**” means any person or place that **stores, provides, prepares, serves, vends, packages** or sells, prepared food within the city to the general public to be consumed **by humans** on the premises or for take-away consumption. Food provider includes but is not limited to: (1) a grocery store, supermarket, restaurant, drive-through, cafe, coffee shop, snack shop, sandwich shop, hotel, motel, movie house, theatre, bar, public food market, farmers’ market, convenience store, or similar fixed place where prepared food is available for sale on the premises or for take-away consumption, and (2) any mobile store, food vendor, caterer, food truck, vending machine or similar mobile outlet where prepared food is available for sale on the premises or for take-away consumption. Food provider also includes any organization, group or other person that regularly provides prepared food to its members or the general public as a part of its activities or services, **except at set forth in subsection 8.08.050 below.**

“Person” means any person, business, corporation, or event organizer or promoter; public, nonprofit or private entity, agency or institution; or partnership, association or other organization or group, however organized.

“Polystyrene” means a thermoplastic petrochemical material utilizing the styrene monomer, including but not limited to polystyrene foam or expanded polystyrene, (sometimes incorrectly called Styrofoam™, a Dow Chemical Co. trademarked form of expanded polystyrene foam insulation) processed by any number of techniques, including but not limited to fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, or extrusion-blow molding (extruded foam polystyrene), and clear or solid polystyrene (oriented polystyrene). The recycle code for polystyrene is

“6” or “PS,” either alone or in combination with other letters. This definition applies to all polystyrene ~~food service ware~~ **foodware** and other products, regardless of whether it exhibits a recycle code. Expanded polystyrene (EPS) is generally used to make such items as cups, bowls, plates, trays, clamshell containers, meat trays and egg cartons.

“Polystyrene cooler” means any cooler or ice chest made of polystyrene foam, where such foam is not fully encased in another material by its original manufacturer.

“Polystyrene ~~food service ware~~ **foodware**” means disposable ~~food service ware~~ **foodware** that contains or utilizes polystyrene.

“Prepared food” means any food or beverage that is: (1) ready to consume without any further food preparation, alteration or repackaging; and (2) prepared, provided, sold or served by a food provider using any cooking, packaging or food preparation technique. Prepared food may be eaten either on or off the food provider’s premises. Prepared food does not include: (1) any raw uncooked meat, poultry, fish or eggs, unless provided for consumption without further food preparation, and (2) fresh produce provided for consumption without food preparation or repackaging, including fruits, vegetables, and herbs, sold by grocery stores, supermarkets, food markets, farmers’ markets and other food vendors.

“Ready-to-eat food” means food that is in a form that is edible without additional preparation to achieve food safety, is raw or partially cooked food of animal origin and the consumer is advised as such, or may receive additional preparation for palatability or aesthetic, epicurean, gastronomic, or culinary purposes.

“Recycle code” means a resin identification code placed on certain goods to identify the material composition for separation of different types of goods for recycling. ***“Single-use” means designed to be used once and then discarded, and not designed for repeated use and sanitizing.***

“Standard Condiment” means relishes, spices, sauces, confections, or seasoning that require no additional preparation and that are usually used on a food item after preparation, including ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt pepper, sugar, and sugar substitutes.

“Third-party food delivery platform” has the same meaning as in section 113930.5 of the Health and Safety Code.

8.08.030 Permitted and prohibited ~~food-service-ware~~ **foodware**.

A. No food provider shall distribute or sell any polystyrene ~~food-service-ware~~ **foodware** in conjunction with the sale or distribution of prepared food at any location within the city.

B. Food providers that distribute prepared food in disposable ~~food-service-ware~~ **foodware** shall: (1) distribute only disposables that exhibit a recycle code other than No. 6 or PS or which are reusable or compostable, and (2) maintain documentation about the composition of the disposable ~~food-service-ware~~ **foodware**. Documentation may include information from the supplier, manufacturer, or bulk packaging of the disposables, and any other relevant information demonstrating that the disposable material is not polystyrene.

C. No person shall distribute or sell prepared food in any polystyrene ~~food-service-ware~~ **foodware** at city facilities that have been rented, leased or are otherwise being used with permission of the city. This subsection is limited to use of city facilities for which a person has entered into an agreement with the city to rent, lease or otherwise occupy a city facility. All facility rental agreements for any city facility shall include a provision requiring contracting parties to assume responsibility for preventing the utilization and/or distribution of polystyrene ~~food-service-ware~~ **foodware** while using city facilities. The facility rental agreement shall indicate that a violating contractor's security deposit will be forfeited if the city manager or his designee determines that polystyrene ~~food-service-ware~~ **foodware** was used in violation of the rental agreement.

D. No person shall use or distribute polystyrene ~~food-service-ware~~ **foodware** at city-sponsored events, city-managed concessions, or city meetings open to the public. This subsection shall apply to the function organizers, agents of the organizers, city contractors, food providers and any other person that enters into an agreement with one or more of the function organizers to sell or distribute prepared food or otherwise provide a service related to the function. For the purpose of this section, a "function organizer" means the person(s) principally responsible for making decisions about a function's date, time, location, program, choice of vendors, or similar decisions.

E. The city, its departments, and its city contractors, agents, and employees acting in their official capacity, shall not purchase or acquire polystyrene ~~food-service-ware~~ **foodware**, or distribute it for public use.

- F. Except as provided in (H) and (I), below, a food provider, for on-premises dining or when using a third-party food delivery platform, shall not provide any disposable foodware or standard condiment packaged for single use to a consumer unless the disposable foodware accessory or standard condiment is requested by the consumer.*
- G. Disposable foodware and standard condiments packaged for single use provided by food providers for use by consumers shall not be bundled or packaged in a manner that prohibits a consumer from taking only the type of disposable foodware or standard condiment desired without also having to take a different type of disposable foodware or standard condiment.*
- H. A food provider may ask a drive-through consumer if the consumer wants disposable foodware if the disposable foodware is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.*
- I. A food provider that is located entirely within a public use airport, as defined in section 77.3 of Title 14 of the Code of Federal Regulations, may ask a walk-through consumer if the consumer wants disposable foodware if the disposable foodware is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.*
- J. A third-party food delivery platform shall provide consumers with the option to request disposable foodware or standard condiments from a food provider serving ready-to-eat food.*
- (1) If a food provider uses any third-party delivery platform for ready-to-eat food, the food provider shall customize its menu with a list of available disposable foodware and standard condiments, and only the disposable foodware or standard condiments selected by the consumer shall be provided by the food provider. If a consumer does not select any disposable foodware or standard condiments, no disposable foodware or standard condiment shall be provided by the food provider for delivery of ready-to-eat food.*
- K. Nothing in this section shall prohibit a food provider from making unwrapped disposable foodware available to a consumer using refillable self-service dispensers that dispense one item at a time to allow for disposable foodware to be obtained.*
- L. Nothing in this section shall prohibit a food provider from making standard condiments available to a consumer using refillable self-service dispensers to allow for standard condiments to be obtained. A food provider that offers*

standard condiments is encouraged to use bulk dispensers for the condiments rather than condiments packaged for single use. All food providers using any disposable ~~food service ware~~ **foodware** for providing prepared food to customers will use compostable or recyclable disposable ~~food service ware~~ **foodware** ~~that~~ is accepted by the local franchise hauler.

GM. A food provider may charge a “take-out fee” to customers to cover the cost difference.

8.08.040 Prohibition of sale of polystyrene ~~food service ware~~ **foodware** and polystyrene coolers. No person shall sell any polystyrene ~~food service ware~~ **foodware** or polystyrene cooler at any location within the city.

8.08.050 Exemptions.

A. Regarding all disposable foodware except polystyrene foodware, the following are exempt from the provisions of this chapter:

- 1. Correctional Institutions.***
- 2. Health care facilities licensed pursuant to Article 1 of Chapter 2 of Division 2 of the Health and Safety Code (commencing with section 1250), or facilities that are owned or operated by a health care service plan licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (commencing with Health & Safety Code section 1340).***
- 3. Residential care facilities licensed pursuant to Division 2 of the Health and Safety Code (commencing with section 1200).***
- 4. Public and private school cafeterias.***

B. Regarding polystyrene foodware, the following are exempt from the provisions of this chapter:

1. Food prepared or packaged outside of the city, provided such food is not altered, packaged or repackaged within the city limits.
2. Coolers and ice chests, ~~other than those defined as polystyrene coolers in this chapter.~~
3. Disposable food service ware composed entirely of aluminum.

4.2. Food brought by individuals for personal consumption to city facilities, including but not limited to city parks and facilities, provided the city facility is being used for individual recreation or similar purposes.

C. ~~5. The city manager or his/her designee~~ **enforcement official as defined in chapter 8.04** may temporarily suspend the provisions of this chapter for the immediate preservation of the public health, safety, or welfare in the event of an emergency or disaster as determined in his or her sole discretion.

DB. Food providers that are obligated to purchase or have purchased polystyrene food service ware ~~foodware~~ under a contract entered into within the year prior to the effective date of the ordinance codified in this chapter are exempt from the provisions of this chapter for six months following its effective date.

E. ~~The city manager or his/her designee~~ **enforcement official** may temporarily exempt any person from chapter ~~8.08 8.08.030~~ following the operative date of the ordinance codified in this chapter, as follows:

1. A request for an exemption shall be filed in writing with the ~~city manager or his/her designee~~ **enforcement official** and shall include documentation of the reason for the claimed exemption and any other information necessary for the city to make its decision. The city may require the applicant to provide additional information as necessary to make the required determinations.
2. The ~~city manager or his/her designee~~ **enforcement official** may approve the exemption for a maximum of one year, with or without conditions, upon finding that compliance would create an undue hardship. If the applicant requests to use or sell specific items or types of disposable food service ware ~~foodware~~, the ~~city manager or his/her designee~~ **enforcement official** shall find that a suitable compostable, reusable or recyclable alternative does not exist for a specific application and/or that imposing the requirements of this chapter on that item or type of disposable food service ware ~~foodware~~ would cause undue hardship.
3. An applicant granted an exemption shall reapply prior to the end of the one-year exemption period and demonstrate continued undue hardship if the applicant wishes to have the exemption extended. The ~~city manager's or his or her designee's~~ **enforcement official's** decision to grant or deny an exemption or to

grant or deny an extension of a previously issued exemption shall be in writing and shall be final.

8.08.060 Certification of compliance.

A. All food providers subject to PMC ~~8.088-08.030~~ shall certify compliance with ***polystyrene-related provisions*** of this chapter on an annual basis. Such reporting must be done on a form prescribed by the city manager, and must be signed by a responsible agent or officer of the food provider confirming that the information provided on the form is accurate and complete. All reporting must be submitted no later than 45 days after the end of each calendar year.

B. If the reporting form covering the food provider's first year is submitted on time and is compliant with this chapter, then the food provider shall participate in self-recertification reporting each subsequent year by completing and keeping the annual report on site and available to the city manager and/or his designee. Each food provider shall also keep records that verify data in each year's on-site report. A food provider that participates in self-recertification may destroy the completed reports and related records after five years have elapsed since the date of the report.

C. If the reports required by this section are not timely submitted by a food provider, or not maintained in compliance with subsection (B) of this section, such food provider shall be subject to the fines set forth in PMC 8.08.070 and or be required to submit annual reporting to the city as provided in subsection (A) of this section, in addition to on-site inspections.

8.08.070 Enforcement and violation – Penalty.

A. Violation of this chapter is hereby declared a public nuisance; this chapter shall be enforced in accordance with PMC 1.20.030, except as modified below or by any other applicable law.

B. No person owning, leasing, occupying or having charge or possession of any property in the city shall maintain a public nuisance under PMC 1.20.020, which includes, but is not limited to, leaving or storing any polystyrene packaging materials, polystyrene coolers, or polystyrene food service ware **foodware** outside an enclosed building or structure.

C. ~~The city manager and code enforcement officer have~~ **enforcement official as defined in Chapter 8.04 has** primary responsibility for enforcement of this chapter. The

city manager's office **enforcement official** is authorized to promulgate regulations and to take any and all other actions reasonable and necessary to enforce this chapter, including, but not limited to, investigating violations, issuing citations, assessing fines and entering the premises of any establishment subject to this chapter during business hours. Other city staff may assist with this enforcement responsibility by entering the premises of an establishment as part of their regular inspection functions and reporting any alleged violations to the city manager.

D. If the city manager or code enforcement officer **enforcement official** determines that a violation of this chapter has occurred, he/she shall issue a **notice of violation** written citation to the operator of a subject establishment that a violation has occurred and the potential penalties that will apply for future violations.

E. Any person that violates or fails to comply with any of the requirements of this chapter after a written citation has been issued for that violation shall be guilty of an infraction.

F. If a person has subsequent violations of this chapter that are similar in kind to the **first** violation addressed in a written citation, the following penalties shall be imposed and shall be payable by the operator of the establishment to the city of Pittsburgh: **Any subsequent violation of the same section of this chapter shall be subject to enforcement as follows:**

1. **Issue a second notice of violation.**

2. **Upon a third violation, issue a written citation publishable by a fine of twenty-five dollars (\$25) for each day in violation, not to exceed three hundred dollars (\$300) annually. Any person that violates or fails to comply with any of the requirements of this chapter after a second notice of violation has been issued for that violation shall be guilty of an infraction.**

F. **All penalties imposed shall be payable by the operator of the establishment to the City of Pittsburgh** fine not exceeding \$100.00 for the first violation after the written citation is given;

~~2. A fine not exceeding \$200.00 for a second violation of the same section within 12 months; or~~

~~3. A fine not exceeding \$500.00 for a third and any subsequent violations of the same section within 12 months.~~

~~b. 1.~~ All fines collected pursuant to this chapter shall be deposited in the police support services – administrative citations account to assist code enforcement with its costs of implementing and enforcing the requirements of this chapter.

~~c. 2.~~ Any operator of an establishment that receives a ~~written~~ citation may request an administrative review of the accuracy of the determination or the propriety of any citation issued, by filing a request for appeal with the city manager no later than 30 days after receipt of a ~~written~~ citation. The notice of appeal must include all facts supporting the appeal and any statements and evidence, including copies of all written documentation and a list of any witnesses that the appellant wishes to be considered in connection with the appeal, and an appeal fee in the amount set by resolution of the city council. Failure to timely request a hearing or to pay the appeals processing fee constitutes a waiver of the right to appeal and a failure to exhaust administrative remedies. The appeal will be heard by a hearing officer designated by the city manager.

~~d. 3.~~ The hearing officer shall conduct a hearing concerning the appeal within 45 days from the date that the notice of appeal is filed, or on a later date if agreed upon by the appellant and the city of Pittsburg, and shall give the appellant 10 business days' prior citation of the date of the hearing. The hearing officer may sustain, rescind, or modify the written citation, by written decision. The written decision shall be served on the appellant. The hearing officer shall have the power to waive any portion of the fine in a manner consistent with the decision. The decision of the hearing officer is final and effective on the date of service of the written decision, is not subject to further administrative review, and constitutes the final administrative decision.

SECTION 2. CEQA.

The project is exempt from the requirements of the California Environmental Quality Act (CEQA) under categorical exemption Class 7, "Actions by Regulatory Agencies for Protection of Natural Resources," of the state CEQA Guidelines, Section

15307, because it is required to comply with California law for protection of the environment by reducing the amount of organics going to landfills.

SECTION 3. 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 4. 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 October 17, 2022, by the following vote:

Commented [MA1]: Does this have to be November 7, 2022?

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consultant Agreement with Luhdorff and Scalmanini for Engineering Services

MEETING DATE: November 7, 2022

EXECUTIVE SUMMARY

The Water Treatment Plant is responsible for the treatment, quality, distribution, testing and regulatory compliance of the City's water system, including groundwater wells. If approved, the resolution would authorize execution of a consultant agreement with Luhdorff and Scalmanini Consulting Engineers for groundwater monitoring and well maintenance services necessary for regulatory compliance.

FISCAL IMPACT

None from this action. The City Council approved sufficient funds for the proposed engineering services with adoption of the City's Operating Budget for Fiscal Year 2022-23 (Resolution 22-14107), including Water Operations-Water Purification (Fund 501). No new funds are requested.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a Consultant Agreement in the amount of \$118,652 for engineering services associated with groundwater monitoring and well services with Luhdorff Scalmanini Consulting Engineers.

BACKGROUND

The City uses groundwater in conjunction with water drawn from the Contra Costa Water District Canal for its drinking water operations. The price for untreated water drawn from the Canal is approximately \$900 per acre foot. To offset the expense, the City draws water from two municipal wells, known as the Dover and Bodega wells. The savings averages approximately \$800,000 per year.

Water from the wells is fed into the treatment system and blended with water from the canal to meet California Department of Water Resources regulations and requirements. During summer months, the City's wells are sometimes temporarily out of service due to groundwater quality.

To improve the reliability and quality of the water supply from the City's wells, staff identified a need for outside engineering services to monitor groundwater, assess and optimize the operation of Dover Well to assure reliability and decrease maintenance issues. In addition, the consultant would produce an Annual Groundwater Report as required by the State of California.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

In September 2022, staff solicited and received a proposal from Luhdorff and Scalmanini Consulting Engineers to provide engineering services for groundwater monitoring and well services. Luhdorff and Scalmanini Consulting Engineers (LSCE) is a consulting and services company that deals exclusively with the investigation, development, use, and management of groundwater resources. LSCE is the only firm with the necessary knowledge regarding the City's water system that provides all required monitoring, maintenance and reporting services and has provided these services to the City previously for several years.

Sufficient funds for these engineering services are included in the Water Operations - Water Purification budget (Fund 501).

Staff recommends approval of a Consultant Agreement between the City and LSCE for Engineering Services related to state mandated groundwater monitoring and reporting and well services in the amount of \$118,652.

ATTACHMENTS: Resolution
 Proposal
 Consulting Services Agreement

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

A Resolution Authorizing the Execution)
of a Consultant Agreement with Luhdorff)
and Scalmanini Consulting Engineers)
for Engineering Services)

RESOLUTION NO. 22-_____

WHEREAS, the City of Pittsburgh operates a municipal water system which includes two groundwater wells that are an important part of the City's water supply; and,

WHEREAS, the condition and monitoring of these wells is essential for optimum operation and regulatory compliance; and,

WHEREAS, the Public Works Department solicited a proposal from Luhdorff and Scalmanini Consulting Engineers for engineering services related to groundwater monitoring and well services because of their expertise in these areas of service; and,

WHEREAS, Luhdorff and Scalmanini Consulting Engineers is a consulting services company that deals exclusively with investigation, development, use, protection, and management of groundwater resources with extensive previous experience with City groundwater wells; and,

WHEREAS, Luhdorff and Scalmanini Consulting Engineers is the only firm with the necessary knowledge regarding the City's water system that provides all required monitoring, maintenance and reporting services and has provided these services to the City previously for several years; and,

WHEREAS, sufficient funds to accommodate the engineering services are included in the Water Operations - Water Purification budget (Fund 501).

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 with Luhdorff & Scalmanini Consulting Engineers, Inc.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 7th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk

September 28, 2022
LSCE Project: 22-2-118

Mr. Jason Moser
Water Plant Superintendent
City of Pittsburg
357 E. 12th Street
Pittsburg, CA 94565

**SUBJECT: ENGINEERING SERVICES FOR FISCAL YEAR 2022-2023
GROUNDWATER MONITORING AND WELL SERVICES**

Dear Mr. Moser:

Luhdorff & Scalmanini Consulting Engineers, Inc. (LSCE) is pleased to provide a scope and budget for technical assistance with the City of Pittsburg (City) groundwater monitoring program, California Statewide Groundwater Elevation Monitoring (CASGEM) program, well and pump evaluation of the Dover and Bodega groundwater wells, and as-needed on-call services related to the City's water supply wells for fiscal year beginning July 1, 2022 and ending June 30, 2023.

Scope for Proposed Engineering Services

LSCE proposes to provide engineering services to the City according to the following tasks:

Task 1: Technical Assistance with Monitoring Program

LSCE will review the groundwater monitoring data (i.e., monthly groundwater level measurements from the municipal supply wells and 14 monitoring wells; semi-annual groundwater quality data from the municipal water supply wells) that the City collects. LSCE will identify questionable or unusual measurements and analytical results and recommend follow-up activities, as appropriate. LSCE will compile and organize the data in tables and figures (e.g., hydrographs and groundwater elevation contour maps for spring and fall) for inclusion in the 2022 Annual Groundwater Monitoring Report, and provide technical guidance for monitoring activities under the City's Groundwater Management Plan, as needed.

Task 2: Fall 2022 Groundwater Sampling Campaign

Groundwater quality samples from the City's monitoring well network have been retrieved approximately on a 3-year schedule since 2006 to facilitate the evaluation of general groundwater quality conditions and particularly the potential of salt water intrusion into the coastal aquifers from which the City extracts groundwater. The last such campaign was carried

out in 2019. This scope of work includes a fall 2022 groundwater sampling campaign with sample retrieval from the City's 14 monitoring wells. Samples will be analyzed by an ELAP certified analytical laboratory, for general minerals and physical constituents, and total and dissolved iron and manganese. Field work will be carried out by a subcontractor selected by LSCE.

Task 3: Technical Assistance with 2023 CASGEM Submittals

LSCE will assist the City with complying with the California Department of Water Resources (DWR) SBx7-6 groundwater elevation monitoring program. City staff will measure static water levels in each of the required wells in the spring (mid-March) and fall (mid-October) periods after a 24-hour shutdown of the production wells in accordance with the CASGEM Monitoring Plan. LSCE will request measurement results from the City (one round of water level measurements for each reporting period), compile and submit the data to DWR via the CASGEM website.

Task 4: Preparation of Annual Groundwater Monitoring Report 2022

LSCE will comprehensively evaluate and discuss calendar year 2022 groundwater data in the context of the historical data record and prepare the 2022 Annual Groundwater Monitoring Report. The report will be in the format of the 2021 Annual Report. The draft report will be submitted to the City for review and comment by March 31, 2023 and assumes that the City will provide 2022 groundwater extraction by the end of January 2023. The draft will be finalized without delay upon receipt of the City's comments.

Task 5: Perform Pump Efficiency Testing for Bodega Well

After experiencing pump motor failure in 2022, the Bodega Well pump and motor were removed and replaced with a new pump bowl assembly and motor. In addition, four new 20-ft sticks of steel column pipe replaced 80-ft of corroded pipe and a new sensor cable was installed. In order to evaluate the efficiency and performance of the new pump motor, LSCE will perform a pump hydraulic and efficiency test. Field data will be collected and evaluated to determine if the new pump and motor performance satisfies factory standards and system demands.

If unsatisfactory results are discovered during testing, LSCE will coordinate with Kirby Pump and Mechanical (Kirby) to evaluate possible causes of undesirable results and/or for improper installation of the pump and related components. Any costs incurred due to improper installation of the pump should be at the expense of Kirby under the original service contract.

Task 6: Perform Well Rehabilitation of Dover Well

At the request of the City, under this Task, LSCE has included the scope of work to conduct a full rehabilitation of the Dover well. LSCE envisions the following tasks will be performed under this Task:

- Development of a detailed chemical treatment program to restore the yield and specific capacity of the Dover Well.

- Contract with Roadrunner Drilling and Pump Company to perform the well rehabilitation work.
- Provide onsite inspection to monitor the well rehabilitation work.
- Ensure proper discharge of development fluids to the City's easement adjacent to the pump station building.

Task 7: On-Call Services (per request)

LSCE will provide the City with on-call services related to the Bodega and Dover production wells and other groundwater matters. Services may include review of video logs, pump efficiency testing, diagnosing well problems, preparing supporting exhibits on groundwater conditions, preparing scopes and budgets for well rehabilitations, etc. LSCE will only conduct work under this task as requested by the City.

Budget Estimate and Contract Administration

The proposed budget for Tasks 1 through 6 is presented below. Budgeting reflects the estimated costs for similar services provided in past years. LSCE will submit monthly invoices according to the attached schedule of fees and will reference the City's Purchase Order.

Task	Description Engineering Services	Subcontractor & Material Costs	LSCE Costs	Total Budget
1	Technical Assistance with Monitoring Program		\$4,646	\$4,646
2	Monitoring Well Sampling	\$12,598	\$1,400	\$13,998
3	Technical Assistance with CASGEM Submittals		\$3,137	\$3,137
4	Preparation of 2022 Annual Groundwater Monitoring Report		\$11,846	\$11,846
5	Perform Pump Efficiency Testing for Bodega Well		\$4,980	\$4,980
6	Perform Well Rehabilitation of Dover Well	\$51,060*	\$10,820	\$61,880
7	On-Call Services (per request)		\$10,000	\$10,000
TOTALS		\$63,658	\$36,829	\$110,487

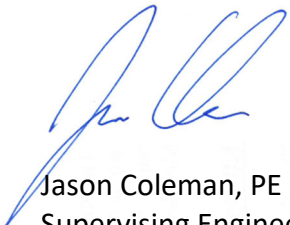
**Note: Pricing based on estimate from Roadrunner Drilling. Costs subject to change given market volatility and supply chain issues associated with required materials to complete work.*

We appreciate the opportunity to provide you with this scope and budget.

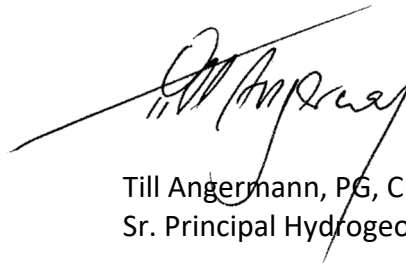
Sincerely,

MR. MOSER
SEPTEMBER 28, 2022
4

LUHDORFF & SCALMANINI
CONSULTING ENGINEERS



Jason Coleman, PE
Supervising Engineer



Till Angermann, PG, CHG
Sr. Principal Hydrogeologist

Attachment: Schedule of Fees (2022)



500 FIRST STREET • WOODLAND, CA 95695

2022 SCHEDULE OF FEES

ENGINEERING AND RELATED FIELD SERVICES

Professional*

Senior Principal	\$235/hr.
Principal Professional.....	\$225 to 230/hr.
Supervising Professional	\$210 to 220/hr.
Senior Professional	\$175 to 210/hr.
Project Professional	\$155 to 175/hr.
Staff Professional	\$135 to 155/hr.

Technical

Engineering Inspector	\$140/hr.
ACAD Drafting/GIS	\$142/hr.
Engineering Assistant.....	\$115 to 140/hr.
Scientist.....	\$115 to 140/hr.
Technician.....	\$115 to 140/hr.

Clerical Support

Word Processing, Clerical.....	\$90/hr.
Digital Communications Specialist	\$90 to 100/hr.
Project Admin/Accounting Assistant	\$90 to 110/hr.

Vehicle Use	\$0.58/mi.
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$170.00/hr
Copies	\$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%

* Engineer, Geologist, Hydrogeologist, and Hydrologist

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
LUHDORFF & SCALMANINI CONSULTING ENGINEERS**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and Luhdorff & Scalmanini Consulting Engineers, a California Corporation ("Consultant") (together referred to as the "Parties") as of July 1, 2022 (the "Effective Date").

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2023 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 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 one-hundred eighteen-thousand six-hundred fifty-two dollars exactly (\$118,652.00), 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 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 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain

to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 5.1 shall survive any expiration or termination of this Agreement.

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

Section 6. STATUS OF CONSULTANT.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors

have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

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

7.5 Registration and Monitoring. Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a) or the exemption set forth in section 1771.1(n). Additionally, Consultant is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.6 Prevailing Wage Rates. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Contractor must

comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

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

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

8.5.1 Immediately terminate the Agreement;

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

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

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files,

or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

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

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : Luhdorff & Scalmanini Consulting Engineers
500 First Street
Woodland, CA 95695
(530) 661-0109

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. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant'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

CONSULTANT

Garrett Evans, City Manager

Vicki Kretsinger Grabert

Vicki Kretsinger, President

Attest:

Alice Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Task 1: Technical Assistance with Monitoring Program

LSCE will review the groundwater monitoring data (i.e., monthly groundwater level measurements from the municipal supply wells and 14 monitoring wells; semi-annual groundwater quality data from the municipal water supply wells) that the City collects. LSCE will identify questionable or unusual measurements and analytical results and recommend follow-up activities, as appropriate. LSCE will compile and organize the data in tables and figures (e.g., hydrographs and groundwater elevation contour maps for spring and fall) for inclusion in the 2022 Annual Groundwater Monitoring Report, and provide technical guidance for monitoring activities under the City's Groundwater Management Plan, as needed.

Task 2: Fall 2022 Groundwater Sampling Campaign

Groundwater quality samples from the City's monitoring well network have been retrieved approximately on a 3-year schedule since 2006 to facilitate the evaluation of general groundwater quality conditions and particularly the potential of salt water intrusion into the coastal aquifers from which the City extracts groundwater. The last such campaign was carried out in 2019. This scope of work includes a fall 2022 groundwater sampling campaign with sample retrieval from the City's 14 monitoring wells. Samples will be analyzed by an ELAP certified analytical laboratory, for general minerals and physical constituents, and total and dissolved iron and manganese. Field work will be carried out by a subcontractor selected by LSCE.

Task 3: Technical Assistance with 2023 CASGEM Submittals

LSCE will assist the City with complying with the California Department of Water Resources (DWR) SBx7-6 groundwater elevation monitoring program. City staff will measure static water levels in each of the required wells in the spring (mid-March) and fall (mid-October) periods after a 24-hour shutdown of the production wells in accordance with the CASGEM Monitoring Plan. LSCE will request measurement results from the City (one round of water level measurements for each reporting period), compile and submit the data to DWR via the CASGEM website.

Task 4: Preparation of Annual Groundwater Monitoring Report 2022

LSCE will comprehensively evaluate and discuss calendar year 2022 groundwater data in the context of the historical data record and prepare the 2022 Annual Groundwater Monitoring Report. The report will be in the format of the 2021 Annual Report. The draft report will be submitted to the City for review and comment by March 31, 2023 and assumes that the City will provide 2022 groundwater extraction by the end of January 2023. The draft will be finalized without delay upon receipt of the City's comments.

Task 5: Perform Pump Efficiency Testing for Bodega Well

After experiencing pump motor failure in 2022, the Bodega Well pump and motor were removed and replaced with a new pump bowl assembly and motor. In addition, four new 20-ft sticks of steel column pipe replaced 80-ft of corroded pipe and a new sensor cable was installed. In order to evaluate the efficiency and performance of the new pump motor, LSCE will perform a pump hydraulic and efficiency test. Field data will be collected and evaluated to determine if the new pump and motor performance satisfies factory standards and system demands.

If unsatisfactory results are discovered during testing, LSCE will coordinate with Kirby Pump and Mechanical (Kirby) to evaluate possible causes of undesirable results and/or for improper installation of the pump and related components. Any costs incurred due to improper installation of the pump should be at the expense of Kirby under the original service contract.

Task 6: Perform Well Rehabilitation of Dover Well

At the request of the City, under this Task, LSCE has included the scope of work to conduct a full rehabilitation of the Dover well. LSCE envisions the following tasks will be performed under this Task:

- Development of a detailed chemical treatment program to restore the yield and specific capacity of the Dover Well.
- Contract with Roadrunner Drilling and Pump Company to perform the well rehabilitation work.
- Provide onsite inspection to monitor the well rehabilitation work.
- Ensure proper discharge of development fluids to the City's easement adjacent to the pump station building.

Task 7: On-Call Services (per request)

LSCE will provide the City with on-call services related to the Bodega and Dover production wells and other groundwater matters. Services may include review of video logs, pump efficiency testing, diagnosing well problems, preparing supporting exhibits on groundwater conditions, preparing scopes and budgets for well rehabilitations, etc. LSCE will only conduct work under this task as requested by the City.

EXHIBIT B

COMPENSATION SCHEDULE

Task	Description Engineering Services	Subcontractor & Material Costs	LSCE Costs	Total Budget
1	Technical Assistance with Monitoring Program		\$4,646	\$4,646
2	Monitoring Well Sampling	\$12,598	\$1,400	\$13,998
3	Technical Assistance with CASGEM Submittals		\$3,137	\$3,137
4	Preparation of 2022 Annual Groundwater Monitoring Report		\$11,846	\$11,846
5	Perform Pump Efficiency Testing for Bodega Well		\$4,980	\$4,980
6	Perform Well Rehabilitation of Dover Well	\$59,225*	\$10,820	\$70,045
7	On-Call Services (per request)		\$10,000	\$10,000
TOTALS		\$71,823	\$46,829	\$118,652

**Note: Pricing based on quote provided by Roadrunner Drilling dated October 3rd, 2022. Costs may be subject to change given market volatility and supply chain issues associated with required materials to complete work.*

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: *Vicki Kretsinger Grubert*

Title: Vicki Kretsinger, President

2784987.1



**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 Amending Staffing Allocation in the Engineering Division

MEETING DATE: November 7, 2022

EXECUTIVE SUMMARY

The City Manager, upon recommendation from the Director of Public Works/City Engineer, recommends changing the staffing allocation plan by adding one (1) Assistant Engineer position to the Engineering Division.

FISCAL IMPACT

A full-time Assistant Engineer position with benefits would cost approximately \$147,245 for Fiscal Year 2022-23, and funds are available to cover this cost within unallocated balance of Fund 501 Water Operations. Future costs for this position are expected to be primarily off set by recovery of certain staffing costs from water infrastructure construction project budgets.

RECOMMENDATION

Staff recommends the City Council adopt the resolution to amend the authorized positions by adding one (1) regular full-time Assistant Engineer to the Engineering Division.

BACKGROUND

The Engineering Division of the Public Works Department is responsible for management of capital improvement projects for the City. The majority of these projects are identified in the City's Five-Year Capital Improvement Plan (CIP) 2022/23 through 2026/27.

The CIP includes projects to maintain, replace, or expand the City's 128 miles of water lines and facilities within the water treatment and distribution system, as well as its sewer collection system, stormwater facilities, parks, streets, public buildings, and other forms of infrastructure.

The City's Five-Year CIP includes 32 capital projects with an estimated cost of \$33,388,804 million to improve or replace water system infrastructure. With segments of the water distribution system approaching 70 years or older, repair and replacement projects cannot be postponed indefinitely without risking reliability of water service to the City's customers.

The current staff level is insufficient to manage the capital projects scheduled for the next five years.

Future costs for this position are expected to be offset by recovery of certain staffing costs from water infrastructure construction project budgets.

In August of 2021, the City Council approved Resolution 21-13981 authorizing an additional Assistant Engineer position with funds from Fund 501 Water Operations. When the new hire was appointed, the position was coded as an underfill for an existing Senior Civil Engineer position instead of a new Assistant Engineer. This resolution will correct the Engineering Division staffing allocation.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

In accordance with Personnel Rule 3.4, the City Council is asked to allocate one full-time regular Assistant Engineer position.

The City Council is asked to change the staffing allocation to add one (1) Assistant Engineer.

Once approved by Council, Human Resources will work with the Engineering Division to realign the existing staffing underfill.

ATTACHMENTS: Resolution

Report Prepared By: Sharon Paz, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
to Allocate One Assistant Engineer)
Position)

RESOLUTION NO. 22-

WHEREAS, the Engineering Division of the Public Works Department is responsible for management of the City's Capital Improvement Program (CIP); and

WHEREAS, the City's Five-Year CIP 2022/23 through 2026/27 includes 32 projects that will improve or replace water system infrastructure for an estimated cost of \$33,388,804 million; and

WHEREAS, with segments of the water distribution system approaching 70 years or older, repair and replacement projects cannot be postponed indefinitely without risking the reliability of water service to the City's customers; and

WHEREAS, the current CIP staff allocation is not sufficient to manage the capital projects scheduled for the next five years; and

WHEREAS, in August of 2021, the City Council approved Resolution 21-13981 authorizing an additional Assistant Engineer position with funds from Fund 501 Water Operations, though the position was not formalized in the position budgeting process; and

WHEREAS, the City Manager recommends amending the staffing allocation plan due to staffing needs in the Engineering Division; and

WHEREAS, the City's Personnel Rules call for the City Council to allocate positions to each classification.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby allocates one (1) Assistant Engineer position to the Engineering Division funded by Fund 501 Water Operations.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 7th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barret White, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consultant Agreement with Sandis Engineers Surveyors and Planners for Design Services for the Frontage Road Living Green Trail Project

MEETING DATE: November 7, 2022

EXECUTIVE SUMMARY

The Living Green Pittsburg – Trail and Community Outreach Project is a Clean California Local Grant project that includes Green Stormwater Infrastructure improvements to the Frontage Road corridor. After a proposal process and interviews, staff proposes to retain Sandis Engineers Surveyors and Planners for design of the trail and associated improvements.

FISCAL IMPACT

The proposed design services fee is \$274,420. Project funding will come from Clean California Local Grant and matching funds from the American Rescue Plan Act (ARPA) and was allocated in Resolution No. 22-14145 at the August 1, 2022, City Council meeting.

A Budget Summary is attached as Exhibit A.

RECOMMENDATION

Staff recommends the City Council adopt a resolution to execute a Consultant Agreement with Sandis Engineers Surveyors and Planners for design services for the Frontage Road Living Green Trail Project.

BACKGROUND

In December 2021, staff applied for the Clean California Local Grant Program for the construction of a Class I pedestrian and bike trail on an unused parcel along Frontage Rd. parallel to State Route 4 between Dover Way and Chelsea Way.

On August 1, 2022, the City Council adopted Resolution No. 22-14145, accepting the grant in the amount of \$1,354,000 and allocating matching funds of \$812,250 from the American Rescue Plan Act for a total project budget of \$2,166,250.

In August 2022, a Request for Qualification was sent to several design firms and the design marketing outreach firm IMS. It was also posted on the City's website under current bidding opportunities.

On September 16, 2022, two consultants submitted proposals. Staff's Consultant Selection Committee reviewed each proposal. Sandis Engineers Surveyors and Planners was ranked as the most qualified based on firm's project approach, their experience with green space projects, and their ability to facilitate state funded projects.

SUBCOMMITTEE FINDINGS

The project was presented to the Land Use Subcommittee on November 19, 2021.

STAFF ANALYSIS

The Clean California Grant Program, administered by the California Department of Transportation, provides \$296 million in assistance to communities for the reduction of waste, enhancement of public spaces, reduction of urban heat island effect, improvement of public health, improvement of cultural and community connection, and advancement of equity for underserved communities.

The trail will serve as a model greenspace for future green spaces around the City and will feature educational signage to promote proper waste disposal, recycling, green infrastructure, and active transport. The pedestrian trail will have bioswale features and drought tolerant vegetation and trees to treat stormwater and reduce urban heat island effects. The site will also have benches for seating, trash receptacles, water fountains, pet waste stations, community art, and lighting.

ATTACHMENTS: Resolution
 Draft Consultant Agreement
 Exhibit A Budget Summary

Report Prepared By: Joseph Camaddo, Assistant Engineer

In the Matter of:

RESOLUTION NO. 22-

137

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
SANDIS CIVIL ENGINEERS SURVEYORS AND PLANNERS
2022-23 FRONTAGE ROAD LIVING GREEN TRAIL**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg, a municipal corporation ("City") and Sandis Civil Engineers Surveyors and Planners, a California corporation ("Consultant") (together referred to as the "Parties") as of November 8, 2022 (the "Effective Date").

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on November 8, 2024, or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 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 two hundred forty-seven thousand four hundred twenty (\$247,420) dollars, 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 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 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: Sandis Civil Engineers Surveyors and Planners
1700 S. Winchester Blvd., Suite 200
Campbell, CA 95008
Attn: Chad Browning

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

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. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits 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.

10.13 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

Chad Browning, Principal-in-Charge

Attest:

Alice Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A
SCOPE OF SERVICES

WORK PLAN

TOPOGRAPHIC AND BOUNDARY SURVEY

- Provide field and office work to produce a topographic survey at a scale of 1" = 20'. This survey will show the location of existing trees, structures, walkways, fences, adjacent roadways, and utility information within the project areas. The location of utility vaults, manholes, catch basins and invert information of storm and sanitary sewers will be shown based upon a field survey. The location of underground utilities lines such as gas, water, electric, and any other utilities will be shown based upon available agency records and utilizing standard underground utility locating procedures.

GEOTECHNICAL INVESTIGATION

- Provide field and office work to prepare a geotechnical report
- Review of available background materials, performance of a site reconnaissance to observe the general site conditions and to mark the proposed locations for subsurface exploration, coordination with Underground Service Alert to mark the underground utilities in the vicinity of the proposed locations, hand excavation of 5 locations to a depth of up to 10 feet, performance of two borehole percolation tests, performance of laboratory tests on soil samples, preparation of a geotechnical evaluation report presenting our findings, conclusions, and recommendations, and performance of a plan review

35% PLANS, SPECIFICATIONS AND COST ESTIMATE

- Project Meeting attendance and minutes preparation
- Site and scope analysis
- Prepare documents:
 - Topographic Survey
 - Demolition Plan
 - Grading and Utility Plan
 - Stormwater Management Plan and supporting calculations
 - Landscaping Plan
 - Irrigation Plan
 - Lighting Plan
 - Cost Estimate
- Perform a master plan study for the project area to maximize the pedestrian and bicyclist experience.

65%, 95% AND 100% PLANS, SPECIFICATIONS AND COST ESTIMATE

- Project Meeting attendance and minutes preparation
- Prepare documents:
 - Cover Sheet and Notes
 - Topographic Survey
 - Demolition Plan
 - Grading and Drainage Plan
 - Utility Plan
 - Stormwater Management Plan and supporting calculations
 - Construction Details
 - Striping and Signing Plan
 - Erosion Control Plan and Details
 - Landscaping Plan
 - Irrigation Plan
 - Lighting Plan

PROJECT MANAGEMENT ORGANIZATION AND APPROACH

PROJECT MANAGEMENT ORGANIZATION AND APPROACH

Projects succeed for two primary reasons: good process control and great people. Process control can be described as project management and is focused on the flow of information, decision-making, and schedule control. Equally important is project leadership which is what will inspire great people to implement the management processes successfully. Our overall management approach incorporates both of these philosophies. Our project management continually aligns the work we perform with the project's end goal, ensuring that each task is completed in accordance with the City's vision.

Our management philosophy can best be described as critical path management. This requires us to recognize a clear and identifiable project goal and then develop a series of tasks and activities that will bring us to that goal. We have to estimate the time requirements for each task and activity and allow for variability based on human performance as well as agency interaction. All this information is mapped into an overall project schedule, then based on durations, we determine their critical path to reach the goal. There is inherent rigidity in this management philosophy, but with careful attention to details, variability is built into the schedule to allow for tasks and activities to be completed within the allowable time frames. Sandis has developed a strong base of the Project Development Team (PDT) and with the City's approval of the team, we will meet with City and agency representatives, our sub consultants (Gates + Associates and Ninyo & Moore), to discuss the project, milestones, and schedule. The schedule document is in some ways the tangible result of our management philosophy.

COMPLIANCE WITH CODES AND DESIGN STANDARDS

Sandis will prepare a plan and specifications to meet all necessary codes and design standards including City of Pittsburgh's Standard Specification and Details, City of Pittsburgh's Water Management Plan, American with Disabilities Act (ADA), and the Contra Costa County Clean Water Program's C.3 Guidebook for Low Impact Development (LID). Sandis is an industry leader in code compliance, and we accomplish this through our various industry organizations that we are actively involved in as well as a robust company-wide continuing education program. In addition, Sandis has extensive experience designing projects for Caltrans. We have a thorough understanding of the Caltrans design standards and have worked with local agencies and Caltrans on similar projects.

MANAGING MULTIDISCIPLINARY TEAMS

Sandis has considerable experience working with each of our team members on numerous projects throughout the years. We ourselves are a multi-disciplinary firm providing services in civil engineering, land surveying, traffic engineering, stormwater management, utility locating, and BIM services. As managers of civil engineering projects and as team members on design teams, we understand the level of expertise and knowledge needed to support projects. We have also successfully led construction management teams, further expanding our abilities to direct teams, fully understand multi-discipline scopes, manage budget, and schedules. In working with a team of experts, we feel it is our responsibility to leverage their knowledge and work with client staff to best fit the goals of a project. We achieve this by providing a detailed work plan for all our team members. This work plan ensures that all deadlines are met, and all project goals are exceeded. We also have a robust internal Quality Assurance (QA) process for all projects. We not only QA review Sandis plans, we also do a thorough QA review of all our team members' plans as well.

PROJECT SCHEDULE

PROJECT SCHEDULE

City of Pittsburg - Frontage Road Living Green Trail

TASK	Start Date	End Date	2022			2023											
			OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP			
Notice to Proceed	10/18/2022		X														
Task 1 - Topographic Survey																	
Topographic Survey	10/19/2022	11/11/2022															
Task 2 - Geotechnical Report																	
Geotechnical Report	10/24/2022	11/18/2022															
Task 3 - 35% PS&E's																	
35% Plan Development	11/14/2022	1/6/2023															
Bi-Weekly Meetings	11/14/2022	1/6/2023		X	X	X	X										
35% Specification Development	12/1/2022	12/23/2022															
35% Cost Estimate	12/15/2022	1/6/2023															
City's Review of 35% PS&E's	1/9/2023	1/20/2023															
Approval of PG&E Encroachment	12/1/2022	2/20/2023															
PG&E Meetings	12/1/2022	2/20/2023															
Task 4 - 65% PS&E's																	
65% Plan Development	1/23/2023	3/20/2023															
Bi-Weekly Meetings	1/23/2023	3/20/2023															
65% Specification Development	3/6/2023	3/20/2023															
65% Cost Estimate	3/6/2023	3/20/2023															
City's Review of 65% PS&E's	3/21/2023	3/31/2023															
Task 5 - 95% PS&E's																	
95% Plan Development	4/3/2023	4/24/2023															
Bi-Weekly Meetings	4/3/2023	4/24/2023															
95% Specification Development	4/17/2023	4/24/2023															
95% Cost Estimate	4/17/2023	4/24/2023															
City's Review of 95% PS&E's	4/25/2023	5/5/2023															
Task 6 - 100% PS&E's																	
100% PS&E's	5/8/2023	5/17/2023															
Meetings	5/8/2023	5/17/2023															
Task 7 - Bid Support / Advertise Bids																	
Advertise Bids	6/1/2023																

LEGEND
 Task in progress
 Project Meeting(s)
 Milestone / Deliverable
 City Review Period

CITY OF PITTSBURG RFQ FOR THE DESIGN OF FRONTAGE ROAD LIVING GREEN TRAIL | SEPTEMBER 2022

SANDIS.NET 40

EXHIBIT B
COMPENSATION SCHEDULE



STANDARD HOURLY CHARGE RATES

Enforced: January 1, 2022 through December 31, 2022 - Revised April 15, 2022

ENGINEERING SERVICES / QSD & QSP SERVICES

Project Specialist/Clerical		\$105.00
Computer/Field/Engineer Technician	Level I	\$105.00
	Level II	\$115.00
	Level III	\$125.00
Sr. Engineer Technician		\$130.00
Design Engineer	Level I	\$120.00
	Level II	\$125.00
	Level III	\$130.00
Project Engineer/Traffic Engineer	Level I	\$150.00
	Level II	\$170.00
	Level III	\$180.00
Senior Engineer	Level I	\$190.00
Engineering Project Manager	Level I	\$195.00
	Level II	\$235.00
Associate Principal/Sr. Project Manager/Sr. Traffic Engineer		\$285.00
Principal		\$400.00
Forensic Review/Analysis/Claim Support		\$500.00

SURVEYING SERVICES / HIGH DEFINITION SCANNING/3-D MODELING SERVICES

Computer/Surveying/Scanning Technician	Level I	\$105.00
	Level II	\$110.00
	Level III	\$125.00
Project Surveyor/Scanning Specialist	Level I	\$135.00
	Level II	\$145.00
	Level III	\$175.00
Survey Project Manager	Level I	\$195.00
	Level II	\$235.00
Senior Field Survey Supervisor/AISC/Manager		\$285.00
Utility Locating Services 1-Person Crew		\$175.00
Utility Locating Services 2-Person Crew		\$290.00
Utility Locating Manager		\$165.00
1-Person Survey Crew		\$195.00
2-Person Survey Crew		\$325.00
2-Person Survey Crew with Apprentice		\$450.00
3-Person Survey Crew		\$500.00
Union Field Surveyor Official Travel		\$75.00

REIMBURSABLE COSTS: Printing, monuments, materials, outside services and consultants, courier/delivery services, express/overnight mail, travel/per diem, agency fees advanced, etc., at cost plus 10%.

OVERTIME: All overtime charges are invoiced on the basis of one and one-half times the above rates. Double time invoiced at two times above rates.

ESCALATION: Escalation for future years shall be at a minimum of 3.5% increase per year.

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 250
Senior Engineer/Geologist/Environmental Scientist	\$ 235
Senior Project Engineer/Geologist/Environmental Scientist	\$ 220
Project Engineer/Geologist/Environmental Scientist	\$ 210
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 200
Staff Engineer/Geologist/Environmental Scientist	\$ 180
GIS Analyst	\$ 160
Technical Illustrator/CAD Operator	\$ 140

Field Staff

Certified Asbestos/Lead Technician	\$ 220
Field Operations Manager	\$ 150
Nondestructive Examination Technician (UT, MT, LP)	\$ 145
Supervisory Technician	\$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 135
Senior Technician	\$ 135
Technician	\$ 130

Administrative Staff

Information Specialist	\$ 120	
Geotechnical/Environmental/Laboratory Assistant	\$ 120	Data
Processor	\$ 95	

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr GPR
Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
D 6913, CT 202	\$ 145
200 Wash, D 1140, CT 202	\$ 100
D 854	\$ 125
Resistivity (ASTM 5334, IEEE 442)	\$ 925
C.D. D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85	pH and
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500	
Asphalt Mix Design Review, Job Spec	\$ 180	
Dust Proportioning, CT LP-4	\$ 85	
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250	
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150	Sieve Analysis,
Film Stripping, CT 302	\$ 120	Sieve Analysis,
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225	Specific Gravity,
Marshall Stability, Flow and Unit Weight, T 245	\$ 240	Thermal
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150	Triaxial Shear,
Moisture Content, CT 370	\$ 95	
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000	Triaxial Shear,
Slurry Wet Track Abrasion, D 3910	\$ 150	
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900	
Superpave, Gyration Unit Wt., T 312	\$ 100	
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000	
Unit Weight sample or core, D 2726, CT 308	\$ 100	
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90	Brick
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90	
Wax Density, D 1188	\$ 140	Brick Modulus of

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

RATE SCHEDULE
EFFECTIVE THROUGH DECEMBER 2022

I. HOURLY FEES

HOURLY FEES FOR SERVICES OF:	RATE PER HOUR:
Partner	\$200.00 - \$230.00
Principal	\$185.00 - \$200.00
Associate Principal	\$165.00 - \$185.00
Senior Associate	\$145.00 - \$165.00
Job Captain	\$135.00 - \$145.00
Sr. Irrigation Designer	\$180.00 - \$200.00
Community Outreach Facilitator	\$145.00 - \$175.00
Marketing Coordinator	\$95.00 - \$145.00
Administrative/Drafter	\$90.00 - \$135.00

II. . EXPENSES (REIMBURSABLES)

A. Consultants at approximately the same rates indicated above or on consultant fee schedules.

B. Other direct expenses at cost which may include:

1. Printing and reproduction costs.
2. Mileage and travel costs.
3. Miscellaneous

Hourly rates may be adjusted on January 1 of each year and shall apply for any services rendered after that date.

CITY OF PITTSBURG

Contract 2022-23

Frontage Road Living Green Trail

TASK	Director Engineering/PIC (Sandis) Office Staff	Project Manager (Sandis) Office Staff	Project Engineer (Sandis) Office Staff	Design Engineer (Sandis) Office Staff	Field Surveyors (Sandis) Field Staff	Utility Locator (Sandis) Field Staff	Project Surveyor (Sandis) Office Staff	Principal (Gates) Office Staff	Project Manager (Gates) Office Staff	Graphic Support (Gates) Office Staff	Irrigation (Gates) Office Staff	Principal Engineer (Ninyo & Moore) Office Staff	Project Engineer (Ninyo & Moore) Office Staff	Staff Engineer (Ninyo & Moore) Field Staff	Lab Technician (Ninyo & Moore) Office Staff	Technician (Ninyo & Moore) Field Staff	Task Hours	Total Task Fee
	\$285	\$195	\$170	\$125	\$325	\$175	\$175	\$200	\$185	\$145	\$200	\$250	\$210	\$180	\$180	\$150		
Task 1: Boundary & Topographic Survey	0	0	0	0	32	32	44	0	0	0	0	0	0	0	0	0	108	\$23,700
Boundary & Topographic Survey					32		36										88	\$16,700
Utility Locating						32	8										40	\$7,000
Task 2: Geotechnical Report	0	8	0	0	0	0	0	0	0	0	0	10	6	22	10	16	72	\$13,160
Geotechnical Borings & Lab Testing		8												16	10	16	50	\$8,320
Geotechnical Report												10	6	6			22	\$4,840
Task 3: Prepare 35% Plans, Spec and Estimate	20	108	124	120	0	0	0	8	16	40	12	0	0	0	0	0	448	\$75,600
35% Plan Development	16	60	70	80				8	16	40	12						302	\$50,820
Bi-Weekly Meetings		20	8	8													36	\$6,260
35% Specification Development	2	2	8	8													18	\$2,980
35% Cost Estimate	2	2	8	8													20	\$3,320
Approval of PG&E Encroachment		8	32	16													56	\$8,000
PG&E Meetings		16															16	\$3,120
Task 4: Prepare 65% Plans, Spec and Estimate	8	69	89	95	0	0	0	12	24	48	36	0	0	0	0	0	381	\$63,740
65% Plan Development	8	40	65	75				12	24	48	36						308	\$51,505
Bi-Weekly Meetings		25	8	8													33	\$6,235
65% Specification Development		2	8	12													22	\$3,250
65% Cost Estimate		2	8	8													18	\$2,750
Task 5: Prepare 95% Plans, Spec and Estimate	8	32	38	40	0	0	0	12	24	48	36	0	0	0	0	0	238	\$40,980
95% Plan Development	8	16	32	32				12	24	48	36						208	\$35,840
Bi-Weekly Meetings		12															12	\$2,340
95% Specification Development		2	2														4	\$730
95% Cost Estimate		2	4	8													14	\$2,070
Task 6: Prepare 100% Plans, Spec and Estimate	4	14	8	12	0	0	0	8	16	16	8	0	0	0	0	0	86	\$15,210
100% PG&E's	4	8	8	12				8	16	16	8						80	\$14,040
Meetings		6															6	\$1,170
Task 7: Bid Support	4	22	30	36	0	0	0	0	0	0	0	0	0	0	0	0	92	\$15,030
Pre-bid Meeting		6	6														12	\$2,180
Respond to bidders RFI's	2	8	12	4													26	\$4,670
Prepare Addendums	2	8	12	32													54	\$8,170
Staff Hours	44	253	280	303	32	32	44	40	80	152	92	10	6	22	10	16	1425	\$247,420
Project Total	\$12,940	\$49,335	\$49,130	\$37,875	\$10,400	\$5,600	\$7,700	\$8,000	\$14,800	\$22,040	\$18,400	\$2,500	\$1,280	\$3,960	\$1,800	\$2,080		\$247,420

GENERAL NOTES:

* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of

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: _____

Attachment: Budget Summary

Living Green Pittsburgh – Trail and Community Outreach Project

This proposed project will build a new Class I trail along Frontage Rd from Dover Rd to Chelsea Wy. The new trail will serve as a model for future greenspaces in the city, complete with anti-littering amenities and signage. This project will also include an outreach portion with events and improvements to other identified public spaces around the city as part of a citywide "living green Pittsburgh" initiative.

Project Funding

Grant Amount Awarded	\$1,354,000
Total Project Cost	\$2,166,250
Local Match %	37.5
Total Local Match	\$812,250

Project Expenditures

Infrastructure Costs – Construction of approximately 1400LF of multipurpose trail along Frontage.

Construction Items	\$1,227,531
Construction Item Contingencies (10%)	\$122,753
Pre-construction Costs (PE+RW)	\$310,500
Construction Engineering	\$200,000
Total Infrastructure	\$1,860,784

Non-infrastructure Costs – Outreach and website development.

Consultant Costs	\$182,000
Staff Time Costs	\$123,466
Total Non-infrastructure	\$305,466

Total Project Cost	\$2,166,250
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**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 City Council Resolution Authorizing the City Manager to Execute a Contract for the Purchase of a New Brush Chipper

MEETING DATE: November 7, 2022

EXECUTIVE SUMMARY

The City maintains a fleet of vehicles and equipment necessary for operations and maintenance of the City's infrastructure, including a brush chipper that needs replacement. If approved, this resolution will authorize a purchase contract with RDO Equipment Co. ("RDO") for a new 2022 Vermeer BC1500 brush chipper.

FISCAL IMPACT

None from this action. The City Council approved sufficient funds for the purchase of the excavator with adoption the City's Operating Budget for Fiscal Year 2022-23 (Resolution 22-14107), including the landscape and lighting budget account (205-43015-3004). This is an appropriate use of these funds.

RECOMMENDATION

City Council adopt the attached authorizing the City Manager to execute a purchase contract with RDO in the amount of \$107,203.63, for purchase of a 2022 Vermeer BC1500 brush chipper.

BACKGROUND

The Public Works Department Fleet Maintenance Division is responsible for the maintenance of a vehicle fleet of cars, trucks, heavy equipment, and other equipment. The entire fleet has a replacement value of approximately \$6 million. These vehicles are necessary to maintain efficient operations of the City.

Having a brush chipper is critical for projects, routine landscape maintenance, cleanup of damaged landscape and various types of emergencies. The chipper saves valuable time and money transporting materials and reusing material to improve landscapes.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff solicited cost proposals from RDO for the replacement chipper. RDO is a vendor contracted with Sourcewell (formerly National Joint Powers Alliance (NJPA)). Sourcewell is a public agency service cooperative that provides opportunities for members to purchase equipment through nationally leveraged, competitively bid contracts through national solicitations. Sourcewell contracts bring considerable value and efficiencies to members through nationally leveraged contracted suppliers and access to the highest quality products and brand. Each solicitation and RFP contain language which includes all qualified customers in all fifty states. The City of Pittsburgh is a member of Sourcewell and has successfully used several different Sourcewell contracts in the past.

If approved, the agreement would authorize the City to make a “piggyback” purchase from RDO for the price previously negotiated with Sourcewell for this equipment.

Staff recommends City Council approve the attached resolution authorizing the City Manager to execute a contract with RDO, in the amount of \$107,203.63, for the purchase of a new Vermeer BC1500 brush chipper.

ATTACHMENTS: Resolution
 RDO Quote
 RDO Signed Agreement
 Sourcewell Vermeer Contract

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing Execution of a Contract) RESOLUTION NO. 22 - _____
to Purchase a New Brush Chipper)

WHEREAS, the City's Public Works Department is responsible for the care and maintenance of the City's Fleet; and,

WHEREAS, the current brush chipper is no longer reliable or cost-effective to repair; and,

WHEREAS, Sourcewell, formerly NJPA, has undertaken competitive bidding equivalent to or better than the requirements in City's Purchasing Policy and has entered into contracts with various vendors including RDO Equipment Company, a Delaware Corporation; and,

WHEREAS, RDO Equipment Company, is an authorized dealer for Vermeer Corporation and represents and warrants that it is bound by all terms and conditions of the Contract from RFP #031721; and,

WHEREAS, City seeks to "piggyback" on a Sourcewell contract for a BC1500 Series Vermeer Brush Chipper, specifically Contract from RFP #031721-VRM; and

WHEREAS, sufficient funds to accommodate the purchase are available in the previously approved City operating budget for Fiscal Year 2022/23 for Landscape and Lighting.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby approves and authorizes the City Manager to execute a Contract with RDO Equipment Company in the amount of \$107,203.63 for the purchase of a BC1500 Vermeer Brush Chipper.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 7th day of November 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk



Investment Proposal (Quote)

RDO Equipment Co.
24353 Clawiter Rd.
Hayward (VM) CA, 94545
Phone: (510) 460-3900 - Fax: (510) 723-0271



Proposal for:
CITY OF PITTSBURG
65 CIVIC AVE
PITTSBURG, CA, 945653814
CONTRA COSTA

Investment Proposal Date: 10/6/2022
Pricing Valid Until: 10/12/2022
Deal Number: 1584164
Customer Account#: 4908001
Account Manager: Taylor Kyse
Phone: (510) 460-3900
Fax:
Email: tkyse@rdoequipment.com

Comments

Due to volatility in the supply chain and delayed lead times, equipment will be capped at a price increase of 4% per quarter between the PO being placed and delivery. Price increases are currently determined on a quarterly basis on January 1st, April 1st, July 1st, and October 1st. Members should consult with local dealer on the estimated delivery.

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2022 VERMEER BC1500	\$78,620.03
			Freight in	\$2,834.00
			Prep / Reconditioning	\$585.00
			Other Sourcewell Member ID#86776 Contract #031721-VRM	\$0.00
			Other ESTIMATED PRICE INCREASE FOR APRIL 2023 (12%)	\$9,434.40
			Warranty -Vermeer Confidence Plus-36 Months, 3000 Hours,Deductible: 0, Exp Date: 9/30/2025	\$5,442.02
Equipment Subtotal:				\$96,915.45

Purchase Order Totals

Balance:	\$96,915.45
CA STATE TAX:	\$5,814.93
CA COUNTY TAX:	\$242.29
CA CITY TAX:	\$484.58
CA SPECIAL TAX:	\$2,422.88
Sales Tax Total:	\$8,964.68
PrePaid Tax License:	\$1,320.00
CA Tire Fee:	\$3.50
Sub Total:	\$107,203.63
Cash with Order:	\$0.00
Balance Due:	\$107,203.63

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2022 VERMEER BC1500	BC1500011 BC1500 130HP CUMMINS DIESEL - TIER 4 FINAL BC1500016 ~MANUAL CHUTE ROTATION RIGHT SIDE BC1500028 ~BC1500 NON WINCH T4I & T4F BC1500040 ~BC1500 DOMESTIC 6-WAY ROUND TRAILER PLUG BC1500052 BC1500 RT SIDE CONTROLS - (130HP) T4F/STAGE IV BC1500077 BC1500 STANDARD TIRES - 235/75R17.5H/J BC1500092 ~BC1500 DOMESTIC OPTION 130HP TIER 4 FINAL BC1500096 BC1500 ELECTRIC BRAKE 9.2K

**Solicitation Number: RFP #031721****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vermeer Manufacturing Company dba Vermeer Corporation, 1210 Vermeer Road East, Pella, IA 50219 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Tree Maintenance Equipment, Attachments, and Accessories from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for 0.75% multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Vermeer Manufacturing Company dba
Vermeer Corporation

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

5/10/2021 | 7:52 PM CDT
Date: _____

DocuSigned by:
Chad Tousey
04052E97E152483...

By: _____
Chad Tousey
Title: Corporate Accounts Manager

5/11/2021 | 6:31 AM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

5/11/2021 | 8:36 AM CDT
Date: _____

RFP 031721 - Tree Maintenance Equipment, Attachments, and Accessories

Vendor Details

Company Name: Vermeer Corporation

Does your company conduct business under any other name? If yes, please state: ?

Address: 1210 E Vermeer Road
Pella, Iowa 50219

Contact: Chad Tousey

Email: ctousey@vermeer.com

Phone: 641-629-6903

Fax: 641-629-6903

HST#: 42-0663191

Submission Details

Created On: Friday February 19, 2021 13:29:53

Submitted On: Wednesday March 17, 2021 13:29:36

Submitted By: Chad Tousey

Email: ctousey@vermeer.com

Transaction #: 6d5985b8-3f2c-4e6b-a826-6870a780d097

Submitter's IP Address: 75.162.12.76

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Vermeer Manufacturing Company (dba Vermeer Corporation) Tax ID: 42-0663191 Phone: (641) 628-3141 Email: salesinfo@vermeer.com	*
2	Proposer Address:	1210 Vermeer Road East, Pella, IA 50219 U.S.A.	*
3	Proposer website address:	www.vermeer.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chad Tousey Corporate Accounts Manager ctousey@vermeer.com 641-629-6903	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Tousey Corporate Accounts Manager ctousey@vermeer.com 641-629-6903	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Samantha Van Wyk Corporate Accounts Specialist samanthavanwyk@vermeer.com 641-621-7548	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since its inception in 1948, Vermeer Corporation has grown from a one-person Iowa operation, to an international organization that manufactures agricultural, construction, environmental, and industrial equipment. Vermeer Corporation has been in the industry since it was founded in Pella, Iowa, in 1948. Gary Vermeer once said, "Find a need. Fill that need with a product built to last. And simply build the best!" This is a guiding principle for Vermeer. Stemming from this philosophy, Vermeer provides its customers with equipment through a dedicated independent, authorized dealer network offering sales, support, service, and parts. Vermeer is committed to its vision of "Equipped To Do More" In the early years and shortly thereafter, Vermeer developed many "firsts" including the world's first large round hay baler, tree spade, and stump cutter. Now more than 6 decades later, Vermeer Corporation is still developing new products and is an industry market leader in brush chippers, tub and horizontal grinding equipment, composting equipment, trommel screens, trenchers, directional drills and mini skid steers. As a leading trencher equipment manufacturer, Vermeer trenching equipment has been utilized on road construction and mining projects, within the equipment rental industry, and various other job applications. Vermeer corporate offices and manufacturing facilities are in Pella, Iowa, U.S.A., and have 194 dealerships located worldwide. This includes 127 dealerships covering all the United States and 16 dealerships that cover all of Canada. The Vermeer philosophy strongly reflects the Company's character, which encompasses the solid foundation built from decisions made in the past and planning for the organization's present and future. Vermeer's 4P philosophy, Principles, People, Products and Profit, is at the forefront of Vermeer. These principles steer the hub for Vermeer. Now, Vermeer is recognized within our industry as the company that "sets" the standards for quality and customer support.	*
8	What are your company's expectations in the event of an award?	In the event the Sourcwell evaluation team determines that Vermeer is a company that can provide great value to its members and because we believe Sourcwell has its own unique attributes, we would like to continue our efforts in promoting the overall program. This would include continuing our efforts to design, enhance and build quality products that offers the most value over the life cycle of any given product. We plan to enhance our efforts to promote the Sourcwell program, which we feel also provides great value to any existing or potential member. Vermeer would put a strong focus on training; utilizing Sourcwell's assets (web training, promotional literature, and contract administrators) and our assets (internal training links, education of sales representatives on the street, and attending trade shows promoting the Sourcwell Contract). The use of periodicals, mass mailings, newsletters and web presence will also be utilized.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See document: Company Information and Financial Strength	*
10	What is your US market share for the solutions that you are proposing?	Brush Chippers - Greater Than 50% Stump Cutters - Greater Than 50% Compact Utility Loaders- Greater than 15% Trenchers - Greater than 10%	*
11	What is your Canadian market share for the solutions that you are proposing?	Brush Chippers - Greater Than 50% Stump Cutters - Greater Than 50% Compact Utility Loaders- Greater than 15% Trenchers - Greater than 10%	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Vermeer Corporation is a manufacturer with production facilities in Pella, Iowa, and wholly owned manufacturing subsidiaries in Freeman, SD, Greenville, SC and Okahumpka, FL. Vermeer products are sold, distributed, and supported by an independent, dedicated and authorized dealer network, a true extension of Vermeer's ideals and sales efforts. Vermeer's dealers are dedicated to Vermeer and Vermeer's full Product Line. This contrasts with most dealerships in our industry which represent multiple products from multiple manufacturers. Having "dedicated" dealerships provides greater benefits to the end users and to the members of Sourcewell. Each Dealer has multiple field sales personnel and technicians that specialize in this complicated machinery industry. Each dealer provides complete parts and service capabilities for all Vermeer equipment they sell. Each Dealership maintains an inventory of various units that are ready for delivery allowing for shorter delivery times. This is extremely beneficial when immediate needs arise, such as storm cleanup. The sales and service specialists are trained by Vermeer annually and network with each other, so all operate as one group, providing consistent value to our customers and Sourcewell members. The entire Vermeer dealership network has a limited number of independent principle owners and works directly with Vermeer Corporation. Vermeer Corporation and Vermeer dealers work together with professionalism and shared values.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Vermeer holds a certificate of existence to do business in the state of Iowa, along with a certificate of insurance. See the following document: Company Information and Financial Strength	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	January 1, 2014 – present (March 2021) Best Place to Work in Marion County (2014, 2015, 2016, 2017) Named Best Place to Work (250+ employees) and Best Supporter of Community Projects (250+ employees) in the Best of Red Rock Awards (2018, 2019, 2020) 401(k) Plansponsor of the Year Finalist by Plansponsor Magazine (2017) Plansponsor Magazine's Best in Class 401(k) plans Plansponsor of the Year Award from ABG (2019) 2nd place in the Special Projects Category of Pension and Investments Eddy Awards (2021) North American Equipment Dealer Association's Dealer Choice Award (2013, 2014, 2015, 2016) Equipment Dealer's Association Dealer Choice Award (2019, 2020) Des Moines Register's Top 100 Workplaces in Iowa (2014, 2015) Business of the Year Award by Habitat for Humanity Private Board of the Year Award for serving the business, team members and community with best practices in structure and performance (2019) Chair Emeritus Bob Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (2016) Founder Gary Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (1996) Founder Gary Vermeer induction into Power and Communication Contractors Association (PCCA) Hall of Fame (2015) Chair Emeritus Mary Andringa inducted into the Association of Equipment Manufacturers Hall of Fame (2019) Chair Emeritus Mary Andringa was inducted into the Power and Communication Contractors Association (PCCA) Hall of Fame (2019) Chair Emeritus Mary Andringa was Iowa Business Record's Women of Influence honoree (2020) Chair Emeritus Mary Andringa receives the National Association of Women Business Owners Iowa Legacy Award and inducted into NAWBO Hall of Fame Chair Emeritus Mary Andringa commissioned as Honorary Iowa Colonel of the Militia for contribution to community service Third-Generation Shareholder Mindi Vanden Bosch receives the Red Rock Area Top

		10 Young Professionals Award Vermeer Corporation awarded 2021 Trade & Industry Magazine's CiCi (Corporate Investment/Corporate Impact) Award in the Community Impact category for work following 2018 tornado Habitat for Humanity Service Above Self Award to Kevin Glesener 2017 Trenchless Technology Person of the Year to Jim Rankin STEP Awards to Mary Andringa, Wanti Muchtar, Alicia Kuhlman and Eileen Eick Red Rock Area Top 10 Under 40 Awards to Liz Sporrer (2018), Dan Huitink (2019) and Seth Williams (2020) National Certified Welding Inspector (CWI) of the Year Award received by Jeff Redding at FABTECH Metal Manufacturing Conference (2019) Vermeer security team members along with local first responders were honored with the American Heart Association's HeartSaver Hero Award for saving the life of Product Specialist II Kyle Newendorp (2020) Todd Atchison and Seth Howard awarded Patriot Award by the Iowa Employer Support of the Guard and Reserve (ESGR) Two Bronze Telly Awards in the Branded Content: Promotional category and one Silver Telly Award in the Non-Broadcast: Corporate Image category (2019) Public Relations Society of America (PRSA) Award of Excellence in Crisis Communications category (2019) Ames Economic Impact Award by Ames Economic Development Commission Vermeer invited to National Governors' Association Showcase Association of Equipment Manufacturers Pillar of Industry Award (2015, 2016) Vermeer FT100 receives 2015 Contractors' Top 50 New Products from Equipment Today STEM Culture of Excellence Award Vermeer inducted into International Mining Technology Hall of Fame Vermeer MC Series Mower Conditioner receives 2015 FinOvation Award from Farm Industry News Vermeer Freeman receives the Meritorious Achievement Award for better-than-industry-average incident rates Vermeer MV Solutions – South Carolina received Workplace Safety Award from McGriff Insurance Services for excellent 2019 safety performance BC1000XL receives top new products in 2014 by Arbor Age Legends of Manufacturing Award from the Iowa Association of Business and Industry Association of Equipment Manufacturers Pillar of Industry Award Association of Equipment Manufacturers I Make America Legacy Award Vermeer ZR5 self-propelled round baler on the top 10 stories list for Agriculture.com Named Manufacturing Technology Company of the Year at the Technology Association of Iowa (TAI) Awards (2019) Manufacturing Leadership Award winner in Operational Excellence Leadership for our work with digital instructions (DI) and the role it played in quickly recovering after the tornado (2019) Awarded the Pella Area Community & Economic Alliance (PACE) Impact award (2019)	*
17	What percentage of your sales are to the governmental sector in the past three years	2018: 4.1% of total sales are to the government sector 2019: 4.4% of total sales are to the government sector 2020: 4.3% of total sales are to the government sector	*
18	What percentage of your sales are to the education sector in the past three years	2018: 0.09% of total sales are to education sector 2019: 0.08% of total sales are to education sector 2020: 0.09% of total sales are to education sector	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Vermeer Corporation holds contract STS515 with the State of Ohio that includes a select group of equipment. 2018: \$918,473 2019: \$983,552 2020: \$720,263 Vermeer holds contract GSS13673-GRND_MAINT with the State of Delaware. The State of Delaware adopted Vermeer Corporation's Sourcewell contract #062117-VRM 2018: \$121,124 2019: \$0 2020: \$0	*

20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*
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Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Columbia County	Glenn O'Steen	706-868-3305	*
City of Chesapeake	William "Bud" Cartwright	757- 382-6923	*
City of Ventura	Frank Palmer	805-652-4573	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City	Government	California - CA	Brush Chippers Trommel Screens, Vacuums and Stump Cutters	\$118,000	\$1,885,000	*
City	Government	Georgia - GA	Brush Chippers	\$180,000	\$600,000	*
City	Government	Iowa - IA	Brush Chippers, Vacuums and Horizontal Grinder	\$246,000	\$1,229,000	*
City	Government	South Dakota - SD	Horizontal Grinder and Transport	\$453,000	\$905,000	*
Sanitation	Government	California - CA	Horizontal Grinders	\$673,000	\$1,344,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Factory product specialists and our dealership network consists over 500 sales reps. Vermeer and its dealers can sell and support our products across the globe. This entire group focuses on Vermeer products such as those included in this RFP and overall customer support.	*
24	Dealer network or other distribution methods.	Vermeer has 127 dealership locations in the United States and 16 dealership locations in Canada, each with numerous sales people. With this dealership group, we can sell and support Vermeer's entire product line and our customers throughout all North America and Hawaii. Vermeer has an additional 74 offices and dealerships outside of North America that enables us to sell and support our products throughout the rest of the world. The entire group in North America focuses their efforts on Vermeer products such as those included in this RFP and overall customer support. Between Vermeer Corporation and the Vermeer dealership network we have a sales force of over 450 individuals in the United States. See Document: Ability to Sell and Deliver Service	*

25	Service force.	Vermeer Corporation has approximately 75 service technicians and product specialists that work directly with customers and with our dealership network. Between this group of individuals and our dealership network of 566 in the United States, and just under 50 in Canada, we can service and support our products across the globe. This entire group focuses their efforts on Vermeer products and related services such as those included in this RFP. Additionally, each of these dealerships has multiple equipped service trucks that allow us to provide support and service for our products and customers in the field or at the customer's facilities.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All Vermeer personnel are trained, in their respective roles, so they can offer the best services and ultimately, the most value to our customers. Customers often tell us our exceptional service and on-going support is one thing that differentiates us in the industries we serve. Vermeer construction equipment parts have stood the test of time on work sites throughout the world. Serious contractors choose Vermeer tooling and accessories for good reason: Using quality Vermeer tooling helps increase production, job completion and efficiencies. From compact utility loader and brush chipper parts to construction equipment parts, Vermeer parts are backed by a proven distribution and service network. Vermeer is committed to building reliable equipment and backing it with an exclusive, worldwide network of knowledgeable service personnel. Vermeer dealer service technicians can participate in Vermeer University training programs — an industry leading, field-proven educational training program - Any Sourcewell member or customer can contact any Vermeer dealership for warranty, service or support. - Typically, a service representative is available at the point of contact to discuss a service concern or issue. - Response times to begin service work can vary depending on seasons and daily work load, but often service work itself can be done within hours or shortly thereafter. - Vermeer equipment parts are readily available to meet your service needs. To benefit our customers, each of our dealerships has a wide array of parts in stock around North America and the world. - Vermeer equipment parts and accessories are precision engineered and manufactured to exacting tolerances to provide rugged, longer-lasting service in the field. - Since 1948, our product support service teams have provided a level of experience and expertise that goes far beyond product knowledge, sales training and financing programs. - Vermeer is the only tree-equipment manufacturer that backs its products with an exclusive worldwide dealer organization. - Vermeer service technicians are a group of dedicated experts who believe in lasting relationships and take the time to understand your working conditions and stand ready to provide service, parts or equipment maintenance on your job site, your facilities or at our dealerships. - Vermeer is recognized as having one of the industry's best response time and overall product support.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Vermeer is honored to be a currently-awarded Sourcewell vendor. In the event of an award through this RFP, Vermeer will continue to eagerly place priority on serving, and selling our quality tree maintenance products to, the Sourcewell membership.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vermeer has a very robust dealer presence throughout Canada. Through our dealers, Vermeer is capable and willing to provide products to all Sourcewell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vermeer is capable of serving all geographic areas of the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	With 127 store locations owned by 18 independent dealers throughout the United States, Vermeer Manufacturing Company's Industrial Distribution Network is well equipped to support all Sourcewell needs. Each store location includes either immediate parts inventory accessibility or the ability to order parts on short lead-times. In addition, the service technicians located at each location can access Vermeer's vast service library to help ensure equipment issues are addressed in an efficient manner.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With store locations in both Anchorage, Alaska and Waipahu, Hawaii (just outside Honolulu), Vermeer Manufacturing Company is ready to serve the needs of customers working in these locations. Additionally, a store is in San Juan, Puerto Rico and the remainder of the Caribbean US Territories are easily supported via our Vermeer Industrial Dealer in Boynton Beach, Florida. The island of Guam is served via our Industrial Dealer that headquarters in Singapore but regularly does business on the island.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Vermeer's priority for marketing this contract will be to enable and empower our dealer sales force, our "feet on the street", through education and awareness. Our dealers will be the primary source to build customers' awareness of this Sourcewell contract and procurement method. We have very intentional training and support efforts in place to continually improve our dealers' understanding, embracement, and success of our Sourcewell contracts. Digital marketing is also a priority for Vermeer. Since 2016, Vermeer has proudly included a section within our website dedicated to describing the benefits of (NJPA) Sourcewell, cooperative purchasing and promoting Vermeer's inclusion in the Sourcewell family of awarded vendors. We reference resources directly from Sourcewell to support this content, including the "The Sourcewell Advantage" video to quickly describe the benefits and to build awareness and comfort for the viewers. In developing the page content for Vermeer.com, we utilized strategic keywords based on common terminology around the cooperative buying process. By including this in our page copy, it will help to capture the audience searching for cooperative buying solutions on equipment buying and drive that search traffic to this page. https://www.vermeer.com/NA/en/N/support/cooperative_buying In addition to the dedicated page currently on Vermeer.com for Sourcewell information, Vermeer will be adding information on each specific product page for applicable models to direct customers back to the Sourcewell page on Vermeer.com. This will increase awareness of not only Sourcewell, but let customers know during their research phase that the model can be purchased through a Sourcewell contract.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As mentioned above, we have a significant Sourcewell presence on Vermeer.com and will continually monitor our effectiveness in driving traffic to our pages through search engine optimization. We are continually increasing our search engine marketing efforts, and will begin adding more Sourcewell and public sector cooperative purchasing terms into our ad sets moving forward to further increase awareness. In addition, we will also use our primary social channels (Vermeer Tree Care Facebook page with over 46,000 followers TreeViews.com blog) to further drive awareness of our Sourcewell contract. We will continue to share customer's stories highlighting those customers that have utilized Sourcewell contracts to purchase their Vermeer equipment. We are also actively working on better aligning with our sales team to be alerted of products purchased through the Sourcewell contract so we can look for more opportunities to share more stories throughout the year. Within our blogs, we can tag these customer stories with Sourcewell terminology to make it easier to search for and raise awareness; then link to these stories to our informational page on Vermeer.com enhance credibility. As an example, Vermeer featured a customer story on our blog and shared to our Facebook page about the purchase of a horizontal grinder using a formerly NJPA, now Sourcewell contract. This post reached over 12,000 people, received over 130 likes and was shared 17 times. As we continue to hear of customers who take advantage of the Sourcewell opportunity with Vermeer, we will continue to endorse those stories on our social channels and utilize them as testimonials to the value of purchasing Vermeer equipment through Sourcewell.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We view Sourcewell as the industry leader within the Cooperative Purchasing industry, which is the role we desire Sourcewell to maintain. We look to Sourcewell to continue to build awareness and acceptance among public procurement professionals, and we appreciate the tradeshow presence that Sourcewell has been committed to providing. We also look to Sourcewell to keep the vendor community informed on pending legislation, as well as any legal challenges relating to cooperative purchasing across US and Canada. The information provided on sourcewell-mn.gov is a helpful resource for both members and vendors, and to promote our contract and display current information on a Vermeer landing page. The contract administrator and contract administration specialist roles at Sourcewell are invaluable to the vendor from the Contract Launch and VBM to the report requests and weekly membership updates. We look to the contract administrator for assistance when we need government-to-government conversations, additional training whether it be a GTKU event or a vendor training event, in addition to all the support provided through trade shows and overall passion for Sourcewell. Vermeer will do its part through utilizing these great people resources and building upon existing relationships. We will promote the services that they provide to our dealership network. We will utilize the Sourcewell marketing materials at applicable trade shows. At Vermeer, our Sourcewell contracts are placed as our main go-to-market strategy in the public sector. We have integrated Sourcewell into our company culture, and continue to invest in training and support resources available to and for our dealers. Along with a dedicated internal governmental department, Vermeer recently added GST - Government Solutions Team, LLC to our support resources. GST specializes in providing factory sponsored, focused efforts to increase dealers' confidence and competency related to Sourcewell, and travels out in territories to encourage and mentor sales people and governmental fleet customers about Sourcewell. GST helps our dealers overcome customers' objections to using Sourcewell as a buying method. Our investment in GST is another example of Vermeer's commitment to doing all we can to make our Sourcewell contracts successful.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Vermeer is currently considering the feasibility of implementing an E-procurement and E-marketplace system.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Vermeer provides product training for operation and maintenance on our entire product line. The training is standard and is included with each new product delivered. Local dealers will conduct overview sessions or one-on-one reviews with operators. New product introductions and training programs are performed on a regular basis, for both existing and prospective customers. Offering localized ongoing training and support is another benefit of having long term dedicated dealers and specialists throughout the United States.	*
37	Describe any technological advances that your proposed products or services offer.	Vermeer is considered to be the innovator within the industry creating newer, more efficient products. We are continuously developing environmental and economic features in our products. Each product has its own features and benefits. Life cycle costs and safety are the key drivers used during the engineering and enhancement of all our products. Vermeer has designed many safety features into our products and makes them standard, not optional, features in all our products. The Vermeer website provides extensive product information and can be cross referenced by equipment type, i.e. construction or environmental and by industry (gas, electric, etc). This provides the members with information that is specific to their application and helps make the purchasing decision more efficient. A local Vermeer dealer can be located using the 'Dealer Locator' feature on the website.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vermeer has developed and implemented an Environmental Management System (EMS) that has been recognized by the U.S. EPA, the IDNR, and the Governor's office as an industry model for environmental excellence. Key elements of our Environmental Management System include: Corporate Vision – Following the "Stewardship Principle" of our "4-P Philosophy" we are committed to being good stewards of our resources by being "Resource Smart." Our desire is more than just being compliant; it's going above and beyond compliance to ensure that our activities and products have a positive impact on the global environment we	

all share. That's not only in our company efforts but also what our company is developing as a part of our products.

- Energy Reduction – Vermeer has committed to reduce our energy footprint by 25% by 2025 by partnering with the US Department of Energy's Better Plants Program.
 - o A 870kW solar field was installed and in operation in 2016 which will provide approximately 5% of Vermeer's total electrical usage
 - o Lighting technology has been upgraded in several locations to energy efficient LEDs as well as motion sensors and variable lighting depending on the time of day and natural light.
 - o Resource Conservation is achieved in three ways...Reduction...Reuse...and... Recycling. Multiple resource conservation initiatives have been implemented both internally and externally to positively impact each of these conservation mechanisms.
 - o In 2020, 76% of our waste was recycled.
 - o About 3000 pounds of organic waste is composted every month.
 - o Since a 2006 baseline year, Vermeer has reduced water usage by 40 percent.
- Pollution Prevention – Vermeer has implemented multiple layers of pollution prevention mechanisms across our campus to minimize risk of environmental pollution from our operations. Recent additions include:
 - o Our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions.
 - o All shot blasting of parts and machines is done in an enclosed area and controlled with pollution control equipment.
- Vermeer utilizes LEAN manufacturing principles and promotes Kaizen training and events to reduce waste and build efficiencies in the manufacturing process.
- Community Outreach – is the very essence of what environmental stewardship is about. Examples of Vermeer's Community outreach efforts include:
 - o Annual waste collection days during Earth Day for the local community
 - o Environmental education grants
 - o Environmental Educational Tours and Programs (Teachers / Students / Community)
 - o Support volunteerism for disaster clean-up and recovery efforts
 - o Environmental Internships
 - o Partnerships with colleges for technical educational programs that benefit the environment
- Product Innovation – Vermeer is driven to support our customers, local communities, and global nations, with exciting new products that enable them to be successful in the current and newly emerging recycling and resource conservation markets such as:
 - o Bio-waste conversion to energy and ethanol
 - o Geothermal applications
 - o Wind energy
 - o Water quality
 - o Waste processing and composting
- Vermeer products are currently being used to install and maintain emerging alternative energy sources which reduce our reliance on fossil fuel power. The Vermeer line of organic recycling equipment – including brush chippers, whole tree chippers, horizontal and tub grinders, and compost turners – process organic waste quickly and efficiently, so that it can be turned into useful end product, and our utility installation products help bring energy sources to the grid.
 - o Brush chippers, whole tree chippers and horizontal and tub grinders are being used to process wood waste into biomass for power generation facilities.
 - o From soil amendment to erosion control, compost is utilized in a variety of applications and plays an important role in today's world. Vermeer compost turners introduce oxygen into the compost pile, helping speed the decomposition process.
 - o Horizontal directional drills are being used to help install loops for residential geothermal heat pump systems, while trenchers and directional drills are helping to bring wind energy from the farm to the grid. For the installation of commercial solar fields, Vermeer offers a solution in the PD10 pile driver for fast, easy installation of solar panels.
- Innovations in Vermeer products help reduce environmental impact, with features such as Ecolde™ engine control system on select brush chippers that monitors engine inactivity to help reduce fuel consumption and noise.
- Vermeer is puts environmental stewardship into the design and manufacturing of its products. Some recycled steel is being used in our products, and we're exploring ways to integrate more recycled plastics and rubber components. We've also made a conscious effort to begin incorporating engine hoods and shields made from recycled ABS plastic into some of our product designs. In addition, our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions.
- Future Goals – Our continued efforts to minimize waste and conserve natural resources

		will ensure our operations remain environmentally sustainable. The focus will be: - o Continue to focus on energy improvements to meet or exceed our 25% goal for reduction in electrical usage - o Complete a water usage analysis and set new goals for reductions and reuse - o Develop a longer-term sustainability process by reviewing and selecting a sustainability partner or tool to help plan and drive our next steps.	
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Vermeer has a small business partner who is certified HUBZone, certified Service-Disabled Veteran Owned Small Business (SDVOSB). With this program, agencies can purchase equipment for their underground/specialty excavation needs within the small business set-aside parameters. This program will incorporate a third party and any fees associated with that third party. Mary Andringa, daughter of Vermeer's founder Gary Vermeer has been involved in the business since 1982. Mary has served in many leadership roles including CEO and currently Chair of the Board. Mary has been a passionate ambassador for manufacturing, continuous improvement and global trade. One of 18 private sector members of President Obama's Export Council, representing manufacturing on important trade matters. Served two-year term as chair of the National Association of Manufacturers (NAM), the nation's largest manufacturing association, leading efforts to promote a stronger manufacturing industry. Past member of the Export-Import Bank Advisory Committee. Inducted into Industry Week's Manufacturing Hall of Fame.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Brush Chippers Bottom feed stop bar is strategically located to make it possible for the operator's leg to strike the bar and shut off the feed mechanism either intentionally or automatically in an emergency situation. SmartFeed feed-sensing control enhances productivity by optimizing efficient hardwood processing Ecolde™ engine control system is adjustable, saves fuel and reduces noise by automatically reducing engine speed after one or five minutes of inactivity. Direct electronic pressure regulator that allows for greater control of fuel delivery, fuel economy and optimum combustion. Stump Cutters Vermeer exclusive AutoSweep® system, tree stumps are simply swept away, one pass after another. The proprietary Vermeer cutter systems are both designed to provide faster, easier serviceability, as well as extended tooth life. Control handle for the boom swing and boom raise/lower is equipped with operator presence capacitance-sensing handle. This system is intended to help protect the operator. Exclusive SmartSweep™ control system monitors engine load and provides continuous feedback, resulting in a smooth and consistent cutter wheel sweep rate Compact Utility Loaders Universal mounting plate for quick hookup Industry-leading safety features help protect the operator Strategic alliances with key attachments manufacturers 3-year/3000-hour limited warranty on the loader arms. Compact Articulated Loaders Features a telescopic boom allowing customers great reach on the jobsite. Multi-tool attachment plate, the compact articulated loaders are able to complete diverse jobs such as snow removal, tree care work, landscaping projects and other various applications. Multifunction joystick utilizes electric-over-hydraulic toggles for ease of access to machine functions like the telescopic boom, auxiliary hydraulic controls and the DBS
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in manufacturer Warranty Statements. See document: Warranty	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard Warranty is subject to one full year or 1,000 hours, whichever comes first as described in Manufacturer Warranty Statements. Extended warranties for parts and/or labor are available for a variety of terms and hours.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Standard warranty repair or replacement must be made at the dealer location as described in manufacturer Warranty Statements. Extended warranties and preventative maintenance programs are available that would include some travel time.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have the facilities and technicians available to perform warranty throughout the entire United States and Canada. Sourcewell entities will be provided service/warranty repair in our dealer's shops or on the job site when applicable.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties will be passed on to the original equipment manufacturer.	*
47	What are your proposed exchange and return programs and policies?	Vermeer routinely accepts trade-ins for new equipment. The value for a specific piece can be discussed with a member and their local Vermeer representative. With the warranty we provide combined with a member's ability to try and/or see a piece of equipment operate in their local area, the need for simply returning or exchanging a product is not generally applicable to the type of equipment we deliver.	*
48	Describe any service contract options for the items included in your proposal.	Service contracts are available for purchase. It is marketed as Confidence Plus® with standard, base, and premium coverage options. See document: Warranty	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment Terms are Net 30.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	A variety of leasing programs are available. This includes standard leases as well as leases with different purchase options at the end of the term. Purchase Options using predetermined or fair market values can be used to tailor monthly payments to a member's budget. Rates and terms can vary and be tailored to the members needs and based on their application.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Because Vermeer relies on its network of authorized independent dealers to work closely with Sourcewell members to execute the terms of this Agreement, Vermeer wishes to clarify that it may assign to those dealers certain of Vermeer's obligations under this Agreement and/or engage those dealers as subcontractors to fulfill the same. Vermeer acknowledges and agrees that it will remain fully responsible for the performance of its authorized dealers with respect to all obligations assigned or subcontracted hereunder." Vermeer Corporation will utilize a Business-to-Government order process and funds flow. The Process Flow for Sourcewell orders will be structured to minimize the impact for both the sales team and our customers as indicated below: Customer contacts the local dealer or factory for Sourcewell for a contract purchase Determine if local agency is Sourcewell member If member – proceed If not a current member – assist agency with online membership application Dealer determines product specifications and supplies quote Pricing – percentage discount from catalog pricing Develop quote with: Machine pricing Freight – based on zoned freight matrix Quote presented to local agency Accepted – proceed to order process Denied – Dealer does not proceed, seeks possible assistance; Vermeer Corporate & Sourcewell Dealer will use machine from current inventory or places an order and delivers when available	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	If the P-card is associated with one of the major charge card issuers, then the P-card can be used for parts and service at multiple dealerships.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Vermeer is offering percentage discounts from our stated list prices. For the equipment in the Tree Maintenance Equipment RFP, the discounts are up to 14%. This includes 14% discount on Brush Chippers, Stump Cutters and Mini-Skid Steers. Compact Articulated Loaders have a 2% discount. There is a pricing template for each model that incorporates the appropriate and stated discount for each unit and options for each model. The pricing templates utilize model numbers and sales codes rather than SKU numbers. Each pricing template includes a line item for freight. A Freight Matrix is included with our pricing files. The Freight Matrix is broken out by Zone and Machine for each Vermeer product. The Freight Matrix shows the maximum amount that can be charged to a Sourcewell member. In most cases the location allows the freight to be much lower than is listed on the matrix. In order to determine total price, the Vermeer dealer will utilize the discounted list price on the pricing template and the freight matrix. By supplying both product price and freight as part of the "contract price", the member will be able to have full assurance of contracted pricing eliminating all the potential "gray area" for the Purchasing Officer This is the same system that has been used, and refined, for the past ten years. To date, feedback from our contract administrator, the use of these templates works well for Sourcewell and their members. We will continue to work with Sourcewell to refine this method if needed. See document: Pricing and Delivery	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For equipment related to this RFP, discount is up to 14%. It is important to note that Vermeer utilizes one pricing system which is not inflated. Vermeer does not have a separate list price which includes higher prices for government entities or for discounting purposes. We have used the same process for establishing list prices for many decades.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealership network have the authority to consider volume discounts, member loyalty and may offer additional discounts at their discretion. Please contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods will be provided through the Vermeer dealership with the following pricing maximums: Cost Plus up to 18% trailers Cost Plus up to 35% all other items	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Equipment Parts-Vermeer Corporation at 1210 Vermeer Road East in Pella, Iowa is the sole source manufacturer of Vermeer Genuine Parts. The Vermeer dealership network is the sole source distributor for genuine Vermeer parts that are recommended for use on all equipment. The pricing should not exceed the suggested list price. There are some specific local and state taxes that might be included in the acquisition price from the dealer. A few examples are the following: RDO Pacific in Oregon has a state privilege tax of 0.5% on all towable equipment RDO Vermeer Pacific in California, which is part of the Vermeer dealership network includes the following additional charges: CARB registration fee for any unit with a 50 hp engine and over. CARB is California Air Resources Board. This is government mandated. The dealership begins the registration process as soon as they can because the machine must sit until the registration process is complete or there is risk of being issued a citation. Tire tax of \$1.75 per tire. This is required for anything with tires. Registration fee for units that must be licensed and plated. This is done as a courtesy to the customer. If a customer prefers to take responsibility for this on their own, then the dealer does not charge a registration fee.	*

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We have provided a freight matrix which includes any applicable freight costs. We included a maximum freight rate to provide the Sourcewell member with a check point and a not to exceed amount. The total price for each piece of equipment is determined by using the discounted model price in conjunction with the zone-based freight matrix. Delivery is included in this total price for each unit	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have Vermeer dealerships covering Alaska, Hawaii, Canada, as well as throughout the globe. The Vermeer dealer works with Vermeer Corporation's logistics team to ship the product from the manufacturing plant to their location. The dealer then preps and delivers the equipment to the customer.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the nature of our product and business model, Vermeer is set up to distribute and deliver through the Vermeer dealership network. The service, longevity, and expertise of this dealership network along with the relationship with Vermeer Corporation is what makes it a unique distribution channel. Having a zoned freight matrix is something Vermeer does specific for Sourcewell.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Each dealer receives funding from Vermeer Corporation for products sold and delivered to Sourcewell members. To receive this funding the dealer must submit paperwork to the Vermeer Corporate Accounts Department, stating the Sourcewell program was utilized and who the purchasing member is. This paperwork along with submitted equipment registration is used as an accounting tool and in our audit process. Vermeer Corporation supplies marketing materials and schedules training sessions, allowing Vermeer to educate the Vermeer Dealers in the proper use and promotion of the Sourcewell program	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vermeer Corporation is proposing a 0.75% administrative fee to be paid to Sourcewell when reporting monthly equipment sales. Vermeer Corporation assumes this fee and will not ask dealers or members to pay any additional costs.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Brush Chippers Built to withstand the daily grind, Vermeer brush chippers are engineered with exclusive features that promote easy operation, high efficiency and operator safety. These brush chippers are for crews looking to capitalize the process of clearing wood debris and logs or limbs with small to medium diameters. The SmartFeed feed-sensing control enhances productivity by optimizing efficient hardwood processing. The Ecolde™ engine control system is adjustable, saves fuel and reduces noise by automatically reducing engine speed after one or five minutes of inactivity. Each is engineered with exclusive features that promote easy operation, high efficiency and operator safety. They are also easy to maintain and transport, making them a great value for municipalities, parks, recreation areas and other government

entities who need to get rid of slash and other wood waste.

Proposed Brush Chipper Models:

AX19
BC700XL
BC900XL
BC1000XL-49hp
BC1000XL-74hp
BC1000XL-89hp
BC1200XL
BC1500
BC1800XL
BC2100XL

Stump Cutters

Since Vermeer invented the stump grinder in the 1950s, stump removal is no longer the back-breaking, time-consuming chore it used to be. With a combination of power, ranging from 25-74 hp (18.6-55.2 kW), agility and toughness, Vermeer stump cutters are ready to take on almost any tree stump.

With the Vermeer exclusive AutoSweep® system, tree stumps are simply swept away, one pass after another. The proprietary Vermeer cutter systems are both designed to provide faster, easier serviceability, as well as extended tooth life. Plus, specific stump grinder models have tracks and provide low ground bearing pressure, which helps reduce the possibility of turf damage.

Proposed Stump Cutter Models:

SC30tx
SC70tx
SC292
SC362
SC382
SC552
SC802
SC852

Compact Utility Loaders

Vermeer mini skid steers (or compact utility loaders) fit into small spaces and are lightweight. With a wide variety of attachments available – and a universal mounting plate for quick hookup – these mini skid steers are ready to tackle your jobsite tasks.

The Vermeer mini skid steer lineup has an operating capacity range from 500 lb - 1600 lb (226.8 kg - 725.7 kg), and several industry-leading safety features help protect the operator. These highly productive mini skid steers maneuver easily around tough worksites and reduce workloads in the process.

Proposed Compact Utility Loader Models:

CTX50
CTX100
CTX160
S450tx
S925tx
MSSA-Compact Utility Loader Attachments

Compact Articulated Loaders

The Vermeer compact articulated loaders (ATX) are designed to meet the need for a highly maneuverable, versatile machine while having an added benefit of low turf disturbance. These ATX machines also feature a telescopic boom allowing customers great reach on the jobsite. With the multi-tool attachment plate, the compact articulated loaders are able to complete diverse jobs such as snow removal, tree care work, landscaping projects and other various applications.

Proposed Compact Articulated Loader Models:

ATX530
ATX720
ATX850
Compact Articulated Loader Attachments

65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no subcategories under Brush Chippers, Stump Cutters, Compact Utility Loaders and Compact Articulated Loaders.	*
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Purpose-built tree cutting, trimming and removal equipment	☒ Yes ☐ No	Designed with professional landscapers and tree care contractors in mind, Vermeer mini skid steers (or compact utility loaders) fit into small spaces and are lightweight.	*
67	Stump cutters and grinders	☒ Yes ☐ No	With a combination of power, ranging from 25-74 hp (18.6-55.2 kW), agility and toughness, Vermeer stump cutters are ready to take on almost any tree stump.	*
68	Purpose-built portable tree and brush incineration equipment	☐ Yes ☒ No	Vermeer does not supply incineration equipment, but brush chippers turn logs and limbs into wood chips	*
69	Brush and limb chippers	☒ Yes ☐ No	Built to withstand the daily grind, Vermeer brush chippers are engineered with exclusive features that promote easy operation, high efficiency and operator safety. These brush chippers are for arborists, contractors and tree care crews looking to capitalize the process of clearing wood debris and logs or limbs with small to medium diameters.	
70	Arborist equipment, apparel and supplies	☐ Yes ☒ No	The contract does not include arborist equipment, apparel and supplies, but these can be acquired through our dealership locations	*
71	Vehicle and equipment attachments designed for tree maintenance	☒ Yes ☐ No	With a wide variety of attachments available – and a universal mounting plate for quick hookup – Vermeer mini skid steers are ready to tackle your jobsite tasks.	
72	Tree Maintenance Equipment supplies and accessories	☒ Yes ☐ No	A wide variety of mini skid steer attachments are available along with sourced goods that are compatible with these machines	
73	Tree maintenance equipment related services	☐ Yes ☒ No	Vermeer offers the tree maintenance equipment, but not related services to complete the work. Vermeer does know of contractors that can provide equipment related services when needed.	

Table 15: Industry Specific Questions

Line Item	Question	Response *
74	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Vermeer has a ten-year history of sales through NJPA and Sourcewell contracts. Each year, we like to see incremental growth with overall sales and sales per dealership location. As we assess the needs and training opportunities with each dealership, we focus our efforts not only on the high-volume locations, but also other dealerships that may have less volume, but opportunity for growth with Sourcewell purchases. We try to share best practices among the dealerships to drive success for all sales reps.
75	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	All products in our proposal can be maintained/repaired at our local dealership service centers or on the job site when applicable. Our dealership service centers stock a large range of inventory parts along with our factory part center that is able to ship parts overnight when needed.
76	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	The top three differentiators for Vermeer are Cost of Ownership, Safety &Green Initiatives, and the Dealership Network. Cost of Ownership is determined by initial and long term quality and strength of a product, actual cost to operate and maintain a piece of equipment and the related safety built into a piece of equipment. We design our products with Gary Vermeer's original motto which is to "Find a need. Fill that need with a product built to last, and simply build the best!" Building the best includes overall reliability and cost of operation. Building equipment with the lowest life cycle costs is different, and ultimately not as economical, from building the cheapest initially. Our engineers design equipment to be the most reliable, cost efficient and safest equipment a member can own. In the industries we serve, Vermeer is known for providing this strong reliable equipment. We are also known for providing industry leading support over the life of a piece of equipment. This is done through our unusual dedicated dealership network. Building Safety into all our products, not only provides more safety for the individuals working with our equipment, it again plays a key role in the overall cost of ownership. Safety & Green plays a large role in our company. Green is used not only to reduce waste and build efficiencies in our manufacturing process; it also is designed into our equipment as much as possible. Examples include Eco-idle on our brush chipper products, remote controls to efficiently run our grinders and other products, cooling features (hydraulic and engine systems) used in a variety of products and the products themselves can all be used to reduce waste and build efficiencies. The safety enhancements of Vermeer Products have "set the standards" within our industry. Our dedicated dealership network is very unusual in the industries we serve. Most dealers in our industry represent many different products and manufacturers and can change often. Vermeer dealers are dedicated to Vermeer products. This dedicated service and support provides our customers and Sourcewell members with personnel and technicians that are well trained and focused on supporting them and work daily in their respective areas. This allows them to be close to actual Sourcewell Members and fully understand the conditions they are working on daily. Having a nationwide distribution network; facilitating local spending by the agencies, in lieu of sending purchases out of the state, help make Vermeer/Sourcewell a positive solution.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Tousey, Corporate Accounts Manager, Vermeer Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Tree_Maintenance_Equipment_RFP_031721 Tue March 9 2021 09:32 PM	☒	1
Addendum_1_Tree_Maintenance_Equipment_RFP_031721 Mon February 22 2021 02:14 PM	☒	1

**AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
RDO EQUIPMENT COMPANY
PURSUANT TO SOURCEWELL CONTRACT FROM RFP #031721-VRM**

THIS Agreement ("Agreement") is made by and between the City of Pittsburg, a municipal corporation ("City") and RDO Equipment Co, a Delaware Corporation ("RDO") (together referred to as the "Parties") as of October 17, 2022 (the "Effective Date").

WHEREAS, Sourcewell, formerly NJPA, has undertaken competitive bidding equivalent to or better than the requirements in City's Purchasing Policy and has entered into contracts with various vendors including Vermeer Corporation; and

WHEREAS, City seeks to "piggyback" on a Sourcewell contract for 2022 Vermeer BC1500, specifically Contract from RFP #031721-VRM; and

WHEREAS, the Contract provides that additional terms and conditions or transaction documentation may be negotiated between a Sourcewell Participating Entity such as City, and the vendor; and

WHEREAS, RDO, a California Corporation, is an authorized dealer for Vermeer Corporation and represents and warrants that it is bound by all terms and conditions of the Contract from RFP #031721-VRM; and

WHEREAS, City seeks to add or clarify certain terms of Contract from RFP #031721-VRM.

NOW, WHEREFORE, City and RDO agree as follows:

1. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement and Contract from RFP #031721-VRM ("Contract"). In the event that either party brings any action against the other under this Agreement or the Contract, 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.
2. **Workers' Compensation.** RDO 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 RDO in the amount required by applicable law.
3. **Compliance with Applicable Laws.** RDO and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. RDO 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.

4. **Order of Precedence.** In the event of any inconsistency between this Agreement and the Contract, the terms of this Agreement shall govern. The terms of this Agreement and the Contract shall govern over any Purchase Order from RDO.

5. **Representations.** RDO represents and warrants that it is bound by all terms in Contract from RFP #031721 to the same extent as Vermeer Corporation.

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

CITY OF PITTSBURG

RDO EQUIPMENT CO.

Garrett Evans, City Manager

_____, President

Attest:

Alice E. Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney



**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 to Modify the Standby Pay and Amend the IBEW Agreement

MEETING DATE: November 7, 2022

EXECUTIVE SUMMARY

The City Manager, upon recommendation from the Director of Human Resources, recommends amendments to the International Brotherhood of Electrical Workers (IBEW), Local 1245 Memorandum of Understanding (MOU). The City Council is asked to approve the amendment to the IBEW Memorandum of Understanding.

FISCAL IMPACT

The 2022/23 fiscal impact for the Standby Pay amendment is estimated to be \$16,000 for the remainder of the fiscal year.

RECOMMENDATION

The City Council adopt a resolution to approve the amendment of the IBEW MOU regarding Standby Pay.

BACKGROUND

The current Memorandum of Understanding (July 1, 2022 through June 30, 2025) includes a re-opener effective, October 2022 for the section on Standby Pay. The Union has requested to review this section in order to align with labor market standards for electrical workers.

The current standby pay section provides for \$550 per weekly Standby shift (\$78.57 per day eff, 7/1/2022) equivalent to 1.27 hours per day and additional eight (8) hours of compensatory time off at the regular rate of pay for Thanksgiving or Christmas.

Based on a comparison of standby rates for electrical workers from the cities of Alameda, Healdsburg, Lodi, Palo Alto and Roseville, the industry average for weekday rates is 2.06 hours per day at the regular rate of pay and weekend rates at 2.76 hours per day at the regular rate of pay and 3.96 hours at the regular rate of pay per day for holidays.

The City of Pittsburg and the International Brotherhood of Electrical Workers have met and conferred in good faith pursuant to Section 6.2 of the 2022-25 Memorandum of Understanding between the Parties. This will confirm an understanding reached between the Parties to modify the MOU as follows:

In order to provide emergency service during evenings, weekends, and holidays, IBEW Local 1245 agrees that employees shall make themselves available to respond to emergency calls.

The employee scheduled for standby shall be compensated at the rate of two (2) hours at their straight time regular rate of pay for each weekday on standby, and three (3) hours at the straight time regular rate of pay for each Saturday, Sunday and Island Energy paid holiday. Employees will normally be assigned standby in full week increments which begin at the end of the employee's Thursday shift (standby shift). However, employees may voluntarily agree to share a standby shift and each employee will be paid based on days on standby.

An employee on standby receives an additional eight (8) straight time hours of compensatory time off when on standby on Thanksgiving Day or Christmas Day.

The City prepared the attached Side Letter of Agreement for IBEW's signature on October 18, 2022.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

In accordance with the Meyers-Milias-Brown Act, the City Council is asked to adopt a resolution to approve a change to the Memorandum of Understanding and modify the Standby Pay section to provide two (2) hours of straight time pay per weekday and three (3) hours on weekends and holidays.

ATTACHMENTS: Exhibit A: Side letters of Agreement
Resolution

Prepared by: Jennifer Brizel, Director of Human Resources

City of Pittsburg and IBEW Local 1245

Reopener Negotiations

Sideletter Agreement on Standby Pay

The City of Pittsburg and the International Brotherhood of Electrical Workers have met and conferred in good faith pursuant to Section 6.2 of the 2022-25 Memorandum of Understanding ("MOU") between the Parties. This will confirm an understanding reached between the Parties to modify the MOU as follows:

6.2 Standby Shift

In order to provide emergency service during evenings, weekends, and holidays, IBEW Local 1245 agrees that employees shall make themselves available to respond to emergency calls.

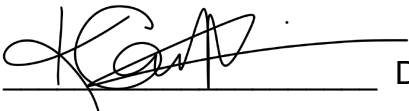
The employee scheduled for standby shall be compensated at the rate of two (2) hours at their straight time regular rate of pay for each weekday on standby, and three (3) hours at the straight time regular rate of pay for each Saturday, Sunday and Island Energy paid holiday. Employees will normally be assigned standby in full week increments which begin at the end of the employee's Thursday shift (standby shift). However, employees may voluntarily agree to share a standby shift and each employee will be paid based on days on standby.

An employee on standby receives an additional eight (8) straight time hours of compensatory time off when on standby on Thanksgiving Day or Christmas Day.

The terms of this Sideletter are considered part of the 2022-25 MOU and will expire with that MOU, including any extensions thereto. The Parties intend these terms to be incorporated into the Parties' successor MOU.

The undersigned attest that they have the authority to bind their respective principals to the terms of this Sideletter.

For the City: _____ Date: _____

For Local 1245:  _____ Date: 10/18/2022

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amendment of the International Brotherhood of)
Electrical Workers IBEW Memorandum of)
Understanding to Modify the Standby Pay)
Section of the Agreement)

RESOLUTION NO. 22-

WHEREAS, the City and IBEW recommend an amendment of the Memorandum of Understanding (MOU) to provide Standby Pay at the rate of two (2) hours at their straight time regular rate of pay for each weekday on standby, and three (3) hours at the straight time regular rate of pay for each Saturday, Sunday and Island Energy paid holiday. Employees will normally be assigned standby in full week increments which begin at the end of the employee's Thursday shift (standby shift); and

WHEREAS, the City and IBEW, Local 1245 met and conferred regarding the proposed changes, per the agreed upon contract re-opener; and

WHEREAS, the City prepared the attached Side Letter of Agreement to amend the IBEW Memorandum of Understanding for signatures on October 18, 2022; and

WHEREAS, the proposed 2022/23 fiscal impact for the Standby Pay amendment is estimated to be \$16,000 for the remainder of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED the City Council hereby approves the amendment to the IBEW Memorandum of Understanding.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize Allocation of U.S. Department of Justice – Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG)

MEETING DATE: November 7, 2022

EXECUTIVE SUMMARY

The Police Department has submitted a preliminary application to the U.S. Department of Justice for funding under the Edward J. Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$33,623.

FISCAL IMPACT

No impact to the City's General Fund. Upon award of grant funds, the Police Department is requesting appropriation of \$33,623 to the Fiscal Year 2022-23 budget in Fund 291 to fund the purchase of a BOSCH crash data retrieval traffic investigation tool.

RECOMMENDATION

Staff recommends City Council approval of the attached resolution authorizing the appropriation of JAG grant funds and authorizing the City Manager or his designee to act on the City's behalf relative to this grant including the establishment of necessary fiscal accounting.

BACKGROUND

The U.S. Department of Justice initiative titled the Edward Byrne Memorial Justice Assistance Grant Program was developed approximately 20-years ago in honor of Edward Byrne, a 22-year old New York City Police Officer who was killed in the line of duty. The JAG Program is the leading source of federal justice funding to state and local jurisdictions. The JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including, but not limited to, law enforcement, prosecution, technology improvement, crime prevention, education, corrections and community corrections.

The Police Department proposes to utilize JAG Program funds to purchase traffic safety equipment and enforcement products for its Traffic Safety and Fatality Prevention Project. To help in the investigation of serious and or fatal traffic collisions the Pittsburg Police Department will utilize the BOSCH CDR (Crash Data Retrieval) device to aide in obtaining critical data from vehicles involved in major traffic collisions.

The BOSCH CDR will complement a growing array of tools utilized by the Police Department's Fatal Accident Reconstruction Team allowing them to more accurately piece together vital information collected from a vehicle's electronic system at the time of a collision. This data in combination with the investigator's training and experience; along with scene evidence will greatly enhance the ability of the investigator to accurately reconstruct the events leading up to and through a serious and or fatal collision.

With only one other unit operational in Contra Costa County, the BOSCH CDR will serve as a regional mutual aid asset for surrounding agencies conducting serious traffic collisions. Unique to the Pittsburg Police Department is the trained personnel on staff who can analyze the data collected from the BOSCH CDR and their ability to use that analysis to guide critical investigative decisions.

SUBCOMMITTEE FINDINGS

This item has been presented to and supported by the Public Safety Subcommittee on August 9, 2022.

STAFF ANALYSIS

The Department's overall goal is to use funds from the Edward Byrne Memorial Justice Assistance Grant to fund the purchase the BOSCH CDR (Crash Data Retrieval) device.

The Pittsburg Police Department has applied for \$33,623.00 from the U.S. Department of Justice, Bureau of Justice Assistance through the Edward Byrne Memorial Justice Assistance Grant (JAG). The Department requests authorization to accept appropriate the grant funds.

ATTACHMENTS: Resolution

Report Prepared By: Steve Albanese, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the matter of:

Approving Acceptance and Authorizing)
Use of Funds from the U.S. Department)
Of Justice Edward Byrne Memorial)
Justice Assistance Grant)

RESOLUTION NO. 22-

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows local governments to support a broad range of activities to prevent crime and improve the criminal justice system; and

WHEREAS, the Police Department has applied for \$33,623 in program funds to fund the purchase of a BOSCH Crash Data Retrieval Traffic Investigation tool.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to accept grant funds from the U.S. Department of Justice Bureau of Justice Assistance, allocate the funds for the purchase of a BOSCH crash data retrieval traffic investigation tool for the Police Department, establish necessary fiscal accounting from Fund 291, and execute all necessary documents.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 7th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk