



**CITY OF PITTSBURG
AGENDA**

JANUARY 22, 2019

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

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

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

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

PRESIDING

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

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

Pittsburg City Council 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.ci.pittsburg.ca.us. 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.

NOTICE TO PUBLIC

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 NEGOTIATIONS (Pursuant to Section 54956.8):

Property: 610 Railroad Avenue; Negotiators for PACF: Garrett Evans, Maria Aliotti, Janis Glover; Negotiating Parties: Tu Nguyen (CreAsian); Under Negotiation: both price and terms of payment

Property: 658 Central Avenue, 88 E. 6th Street #311, 145 W. 9th Street; Negotiators: Garrett Evans, Maria Aliotti; Negotiating Parties: Contra Costa County; Under Negotiation: both price and terms of payment

2. PUBLIC EMPLOYMENT (Pursuant to Section 54957):

City Manager

7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Planning Commission Yearly Review

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)

CITIZENS REMARKS

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)

HOUSING AUTHORITY

CONSENT CALENDAR

3. Minutes

December 17, 2018

4. Disbursement List

Disbursement List of December 31, 2018

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY to February 19, 2019

CITY COUNCIL MEETING

CONSIDERATION

5. Successor Agency Minute Order Approving the July 1, 2019 – June 30, 2020
Recognized Obligation Payment Schedule

The Successor Agency for the Redevelopment Agency of the City of Pittsburgh (the “Successor Agency”) has prepared the Recognized Obligation Payment Schedule (the “ROPS”) for the period of July 1, 2019 – June 30, 2020 (“ROPS 19-20”), pursuant to the Dissolution Act.

6. Adoption of a Successor Agency Resolution Approving a Cooperative Funding
Agreement Between the East Bay Regional Park District and the Successor
Agency for the Redevelopment Agency of the City of Pittsburgh

The East Bay Regional Park District (the “District”) and the Successor Agency for the Redevelopment Agency of the City of Pittsburgh (the “Successor Agency”) propose to enter into a Cooperative Funding Agreement (the “Agreement”) to ensure the completion of specific projects that the District and the City have collectively identified (the “Projects”), as listed in Exhibit A of the Agreement. The District and Successor Agency find mutual benefit in completing the Projects.

7. Adoption of a City Council Resolution Establishing the Maximum Number of
Condominium Conversions for Calendar Year 2019

Section 17.44.070 of the Pittsburgh Municipal Code (PMC), limits the number of apartments that can be converted annually to condominiums to an amount established by the City Council at the beginning of each calendar year. If approved by Council, the proposed resolution would establish the maximum number of condominium conversions for the year 2019.

8. Adoption of a City Resolution to Approve a Lease Agreement by the City of
Pittsburgh and Rocky’s Deli, LLC. at 1005 Center Drive

Request for adoption of a City Council resolution approving the attached Lease Agreement with Mr. Cornelio Balingit dba Rocky's Deli, LLC. ("Rocky's") for the operation of a café/coffeehouse at 1005 Center Drive ("Premises").

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, SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR

9. Minutes

Minutes of December 10, 2018

Minutes of December 17, 2018

10. Adoption of a City Council Resolution Awarding a Consulting Services Agreement to Carahsoft Technology Corporation for Website Design and Services

The City has requested from outside entities the improvement, updating and reconstruction of the City's website. Pursuant to the results of a request for proposal for a redesign of the City's website, the City wishes to enter into a Professional Services Agreement with Carahsoft for these services, so long as funding is available.

11. Adoption of a City Council Resolution to Amend the Master Pay Schedule as Required by California Public Employees' Retirement System

To comply with CalPERS' interpretation of the requirements of Code of Regulations California Code of Regulations, Title 2, Section 570.5 by amending the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master salary schedule will be submitted to Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

12. Adoption of an Ordinance Rezoning a 1.86-Acre Site for the Nazari Contractor Vehicle Storage Yard, AP-17-1303 (RZ, UP).

On December 17, 2018, the City Council introduced and waived further reading of an ordinance that would rezone a 1.86-acre site located 1700 N. Parkside Drive from CS (Service Commercial) District to CS-O (Service Commercial with Limited Overlay) District. Assessor's Parcel No. 096-093-005.

13. Adoption of a City Council Resolution to Approve a Reclassification

The Acting City Manager, upon recommendation from the Director of Human Resources, recommends the reclassification of one Civil Engineer II to Senior Civil Engineer.

COUNCIL MEMBER REPORTS/REMARKS

Council Members may make brief announcements or informal comments at this time. Council members may ask questions for clarification from City staff, and make a report on their activities, including reports on committee assignments (see attached list of ad hoc committees and other public agencies in which Council members participate). (No Action Required)

ADJOURNMENT TO February 4, 2019

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.ci.pittsburg.ca.us. 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 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 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.ci.pittsburg.ca.us on the Streaming Media page. Past meetings are also archived on that webpage. City Council meetings are also broadcast live on CCTV, Channel 24 also re-run at a later date. For more information, please contact the City Clerk's office at 252-4850.

**CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES**

DATE: December 17, 2018

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

CITY COUNCIL/AGENCY MEMBERS

Juan Antonio Banales, Mayor/Chair
Jelani Killings, Vice-Mayor/Chair Council/Agency Member
Marilyn Craft, Council/Agency Member
Holland Barrett White, Council/Agency Member
Shanelle Scales-Preston, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

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

CALL TO ORDER

Chair Banales called the meeting of the Housing Authority to order at 7:32 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

All Members were present.

CONSENT CALENDAR

On motion by Member Killings, seconded by Member Scales-Preston to adopt and carried unanimously.

4. Minutes of November 19, 2018
5. Disbursement List of November 30, 2018

ADJOURNMENT

The Housing Authority was adjourned at 7:33 P.M. to January 22, 2019.

Respectfully submitted,

Alice E. Evenson, Secretary

PITTSBURG HOUSING AUTHORITY
Disbursement List Summary
For the month of December 2018

VOUCHERS	Ck#	Amount	HAP ¹	VASH ²	UR ³	Portability	Admin. Fee	TOTAL
	148294-148408 120118001-120118489	1,493,885.36	1,184,449.59	162,179.00	9,341.41	132,282.00	5,633.36	1,493,885.36
			-	-	-	-	-	-
	TOTAL	1,493,885.36	1,184,449.59	162,179.00	9,341.41	132,282.00	5,633.36	\$ 1,493,885.36

¹Housing Assistance Payment ²Veterans Affairs Supportive Housing ³Utility Reimbursement

ADMINISTRATIVE EXPENSES	Amount	Description	TOTAL
Paid to	\$ 58,102.76	Full Time salaries	\$ 58,102.76
City of Pittsburgh	\$ -	Stipend	-
(12/18 Operating	-	Part Time salaries	-
	-	Overtime salaries	-
	3,995.93	Retirement	3,995.93
	7,220.58	Retirement-Pension bonds	7,220.58
	13,782.55	Health Insurance	13,782.55
	-	CalPERS Unfunded Liability - Non Sworn	-
	187.68	Additional CalPERS Pension Contribution	187.68
	117.24	Life Insurance	117.24
	1,465.11	Dental Insurance	1,465.11
	3,782.41	Workers Comp	3,782.41
	390.53	Unemployment Insurance	390.53
	151.67	Disability Ins.	151.67
	4,484.80	FICA	4,484.80
	1,246.89	Deferred Compensation	1,246.89
	974.25	Allocated Retiree/Med/Vac Buy-Bk/Empl Term	974.25
	600.00	Pension 115 Trust	600.00
	2,590.91	Retiree OPEB Costs	2,590.91
	147.44	Office Supplies	147.44
	-	Computer Software	-
	-	Textbooks	-
	51.23	Postage	51.23
	40.14	Misc Equip & Furniture < \$5,000	40.14
	187.59	Other Special Departmental Supplies	187.59
	885.68	Utilities (Gas, Electric & Water)	885.68
	1,106.04	Telephone - Regular	1,106.04
	-	Telephone - Other	-
	-	Membership Dues & Subscriptions	-
	-	Travel, Training, & Conference	-
	2,153.16	Insurance - Alloc Chgs	2,153.16
	-	Legal Fees	-
	-	Auditing Expense	-
	-	Settlement Hearing	-
	52.00	Other Contractual & Professional Service	52.00
	-	Advertising & Promotion	-
	1,768.59	Maintenance Agreements	1,768.59
	-	Maintenance & Repairs	-
	155.90	Equipment Rental	155.90
	2,375.00	Building Rental	2,375.00
	561.16	Fleet Maintenance Alloc Chgs	561.16
	1,429.16	Building Maintenance Alloc Chgs	1,429.16
	1,963.66	Information Systems Alloc Chgs	1,963.66
	-	Bad Debt Expense	-
	4,642.75	Admin overhead paid to city	4,642.75
	-	Legal - Non Retainer/Non Reimbursable	-
	47.17	Capital Equipment & Furniture	47.17
	-	Other Special Departmental Supplies - Rental	-
	-	Utilities (Gas, Electric, & Water) - Rental	-
	-	Advertising & Promotion - Rental	-
	-	Other Contractual & Professional Service - Rental	-
	145.00	Maintenance & Repairs - Rental	145.00
	-	Property Tax payment - Rental	-
	120.35	Other fees - Rental	120.35
	-	Lighting & Landscape Assessment - Rental	-
	-	CCCERA Interfund Loan Payback	-
	1,548.83	Transfer-Out to OPEB (Unfunded Liabilities)	1,548.83
TOTAL	118,474.16		118,474.16

VOIDED CHECKS & ADJUSTMENTS	Ck#	Amount	Reason	TOTAL
	148363	(87.00)	Lost check - reissued on 1/1/19	(87.00)
	120118089	(1,904.00)	ACH return - reissued on 1/1/19	(1,904.00)
				-
				-
				-
				-
	TOTAL	(1,991.00)		\$ (1,991.00)

NET of Issued and Voided \$ 1,610,368.52

Lauren Herz 1-7-19 *1-7-19*

Check Summary

December 1, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 148294	12/1/18	*****2494	Amana K Cornish	27.00
148295	12/1/18	*****1508	Angela N Taylor	125.00
148296	12/1/18	*****4690	Anita S Crayton	67.00
148298	12/1/18	*****2188	Antoine D Jackson	191.00
148299	12/1/18	*****6117	Athena A Ruiz	105.00
148300	12/1/18	*****0898	Burhan Nawabi	65.00
148301	12/1/18	*****5232	Danielle M Thomas	91.00
148302	12/1/18	*****2940	Donnette L Terrell	215.00
148303	12/1/18		Franchise Tax Board	208.75
148304	12/1/18	*****4959	Hamayoon Kakar	215.00
148306	12/1/18	*****6519	Krystal M Williams	22.00
148307	12/1/18	*****7253	Laneava S Blanks	57.00
148308	12/1/18	*****5201	Laquita Dillon	122.00
148309	12/1/18	*****6488	Luz S Edington	32.00
148310	12/1/18	*****3960	Lyniece N Eddins	148.00
148311	12/1/18	*****6385	Marcia Price	117.00
148312	12/1/18	*****7280	Mareece M Harrison	19.00
148313	12/1/18	*****5133	Mary P Grigsby	13.00
148315	12/1/18	*****2674	Monika Smith	6.00
148316	12/1/18	*****3829	Nicole N Hodge	89.00
148317	12/1/18	*****8665	Nieza M Burrus	133.00
148318	12/1/18	*****7200	Nikol E Wynne	165.00
148319	12/1/18	*****4119	Pashenia D Sanders	168.00
148320	12/1/18	*****8278	Patrice Johnson	82.00
148321	12/1/18	*****9042	Priscilla Bunton	7.00
148323	12/1/18	*****7218	Rayna Madison	64.00
148324	12/1/18	*****1601	Rosa R Stevens	160.00
148325	12/1/18	*****6935	Samaiyah A Warren	140.00
148326	12/1/18	*****9045	Shannon A Wright Casson	4.00
148327	12/1/18	*****1512	Shawn A Prince	37.00
148328	12/1/18	*****3542	Starr C Bronson	13.00
148330	12/1/18	*****4760	Totiona B Richardson	9.00
148331	12/1/18	*****8651	Zaixin Rong	2,266.00
148333	12/1/18	*****2890	Raquel E Miller	35.00

148334	12/1/18	*****8623	Kimberly A Limas	164.00
148335	12/1/18	*****4208	Ono c Rothschild	266.00
148336	12/1/18	*****2184	Evelyn Smith	14.00
148337	12/1/18	*****8612	Regina D Tucker	68.00
148338	12/1/18	*****8889	Rosemarie Fagundes	35.00
148339	12/1/18	*****0261	Verline Mason	18.00
148340	12/1/18	*****5753	Kevin j Hernandez	231.00
148341	12/1/18	*****6015	Sherron A Camp	194.00
148342	12/1/18	*****7911	Jackie I Haywood	179.00
148343	12/1/18	*****6241	Felisha L Lee	161.00
148344	12/1/18	*****2941	Sadrina Sims	120.00
148345	12/1/18	*****5492	Michelle m Williams	58.00
148346	12/1/18	*****0046	Letta D Christian	83.00
148347	12/1/18	*****1955	Marilyn M Walker	35.00
148348	12/1/18	*****7135	Michele N Nichols	57.00
148349	12/1/18	*****9585	Angel L Jefferson	278.00
148350	12/1/18	*****2879	Tieshia S Jones	168.00
148351	12/1/18	*****5626	Lashawn P Fields	74.00
148352	12/1/18	*****3113	Mannah S Parrott	215.00
148353	12/1/18	*****4702	Tracey S Russell	19.00
148354	12/1/18	*****0248	Abdul A Wardak	51.00
148355	12/1/18	*****1715	Chantal L Bolden	16.00
148356	12/1/18	*****1015	Jessica D Parker	126.00
148357	12/1/18	*****5844	Daarina a Bey	38.00
148358	12/1/18	*****5298	Gloria F Nelson	19.00
148359	12/1/18	*****0903	Virgie r Gray	141.00
148360	12/1/18	*****6507	Melissa R Griffin	19.00
148361	12/1/18	*****3869	Charlene M Best	95.00
148362	12/1/18	*****1062	Lateefah S Camacho	215.00
148363	12/1/18	*****4721	Ebony N Manning	87.00
148364	12/1/18	*****2217	Camille A Lascano	203.00
148365	12/1/18	*****6571	Tasha S Sargent	175.00
148366	12/1/18	*****9229	Sonia M Guevara	125.00
148367	12/1/18	*****8078	Lisa E Gordon	17.00
148368	12/1/18	*****2808	Ramona P Jimenez	148.00
148369	12/1/18	*****5288	Nicole m Magnus	19.00
148370	12/1/18	*****8511	Tantasha Y Dutye	178.00
148371	12/1/18	*****5083	Crystal j Houston	195.00
148372	12/1/18	*****1696	Angela M Lenzi	30.00
148373	12/1/18	*****3183	Sonja I Campos	40.00
148374	12/1/18	*****8818	Lisa n Macpheators	136.00

148375	12/1/18	*****0434	Lakisha B Pettus		130.00
148376	12/1/18	*****8765	Antoinette D Durrett		45.00
148377	12/1/18	*****3349	Iris S Randall		29.00
148378	12/1/18	*****0840	Dalisha L Bernstine		103.00
148379	12/1/18	*****6953	Nathan Banks JR		25.00
148380	12/1/18	*****8619	Linshelle j Gay		41.00
148381	12/1/18	*****1238	Ramonda A Carlos		36.00
148382	12/1/18	*****2730	Jolene L Carlos		182.00
148383	12/1/18	*****6995	Graciela Arroyo		23.00
148384	12/1/18	*****0195	Shanoria s Sasser		130.00
148385	12/1/18	*****7390	Masuda Nawabi		35.00
148386	12/1/18	*****1951	Vinisha D Thornton		227.00
148387	12/1/18	*****6483	Alicia C Guevara		29.00
148388	12/1/18	*****7822	Daudi K Edmond		41.00
148389	12/1/18	*****5758	Monique c Chaves		119.00
148390	12/1/18	*****1164	Michelle M Balestrieri		155.00
148392	12/1/18	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management		5,147.00
148393	12/1/18	*****9524	Ahmed H Abushgarah		18.00
148394	12/1/18	*****9326	Western Addition Apartments, LLC		1,826.00
148395	12/1/18	*****8574	Alamo Square Apartments LLC		2,161.00
148396	12/1/18	*****9810	Housing Authority of the County of Alameda		5,064.39
148397	12/1/18	*****0339	Shanda Arnold		1,798.00
148399	12/1/18	*****0348	Hartz Property Management		1,471.00
148400	12/1/18	*****1057	Diamond Hillside Apartments		2,385.00
148401	12/1/18	*****3848	Leticia Carasi Malasig		679.00
148402	12/1/18	*****3124	Dante McDonald		1,012.00
148403	12/1/18	*****2593	Ba Nguyen Thu Thi Ngo		3,420.00
148404	12/1/18	*****9182	Lorene Paysinger		1,793.00
148405	12/1/18	*****7243	Linda Phon		961.00
148406	12/1/18	*****6551	Parks Properties		1,765.00
148407	12/1/18	*****4614	Vincenzo Signorino		1,466.00
148408	12/1/18	*****8191	Albert S Tam		1,272.00
* 120118001	12/1/18	*****3853	Lakesha Michelle Smith Lionel R Smith	DD - ES	1,975.00
120118002	12/1/18	*****7855	Mariya Briggs	DD - ES	2,822.00
120118003	12/1/18	*****2626	9th Street Associates, LP	DD - ES	3,367.00
120118004	12/1/18	*****0229	Meerwais Abdiani	DD - ES	867.00
120118005	12/1/18	*****6825	A Classey Corp. DBA: ACL Property Management	DD - ES	2,071.00

120118006	12/1/18	*****6232	Rosario Aguilar	DD - ES	828.00
120118007	12/1/18	*****5759	Rosa Aguirre	DD - ES	2,251.00
120118008	12/1/18	*****9530	Demetrius Alexander	DD - ES	1,676.00
120118009	12/1/18	*****2539	Ida Alfaro	DD - ES	554.00
120118010	12/1/18	*****3510	Altisource Residential Corporation	DD - ES	986.00
120118011	12/1/18	*****9681	Dale Alvarez	DD - ES	1,180.00
120118013	12/1/18	*****0104	Cecilia Anderson	DD - ES	2,643.00
120118014	12/1/18	*****0387	James or Brenda Anderson	DD - ES	2,675.00
120118015	12/1/18	*****5255	Linda S Anderson	DD - ES	2,741.00
120118016	12/1/18	*****9111	Shawn Anderson	DD - ES	1,731.00
120118017	12/1/18	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	1,747.00
120118018	12/1/18	*****0707	Sergeant or Sima Austin	DD - ES	915.00
120118019	12/1/18	*****4941	Shruti Motilal Ba-Harani	DD - ES	2,320.00
120118020	12/1/18	*****2764	Mel L. Banagan	DD - ES	2,237.00
120118021	12/1/18	*****4138	Carlos G. Barraza	DD - ES	831.00
120118022	12/1/18	*****3909	Ken Bartlett	DD - ES	3,462.00
120118023	12/1/18	*****7446	Bay Burg Property, LLC	DD - ES	861.00
120118024	12/1/18	*****5979	John Bedford	DD - ES	572.00
120118025	12/1/18	*****9093	Holly Beech	DD - ES	3,482.00
120118027	12/1/18	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	1,666.00
120118028	12/1/18	*****2521	Belmont Apartments	DD - ES	26,465.00
120118029	12/1/18	*****2521	Belmont Apartments	DD - ES	28,320.00
120118030	12/1/18	*****2521	Belmont Apartments	DD - ES	29,574.00
120118031	12/1/18	*****2521	Belmont Apartments	DD - ES	26,009.00
120118032	12/1/18	*****5996	Alex Benjamin	DD - ES	1,490.00
120118033	12/1/18	*****6465	Tennyson Berry	DD - ES	2,165.00
120118034	12/1/18	*****8634	Bethel Global Development LLC	DD - ES	1,590.00
120118035	12/1/18	*****7075	Som N Bhatia	DD - ES	5,322.00
120118036	12/1/18	*****0602	Pinakin Bhatt	DD - ES	2,386.00
120118037	12/1/18	*****8470	Joseph B. Bachir	DD - ES	1,348.00
120118038	12/1/18	*****3502	Black Diamond Management	DD - ES	1,192.00
120118039	12/1/18	*****5924	Steven Booras	DD - ES	2,006.00
120118040	12/1/18	*****3037	Kelly Ann Bradford	DD - ES	1,449.00
120118041	12/1/18	*****5829	Brian Carter	DD - ES	1,076.00
120118042	12/1/18	*****6215	Janet Brown	DD - ES	1,389.00
120118043	12/1/18	*****7469	Jessica G. Platt	DD - ES	1,775.00
120118044	12/1/18	*****9783	Lauren H Brown	DD - ES	936.00
120118045	12/1/18	*****9954	Blue Sapphire Homes, Inc.	DD - ES	2,173.00
120118046	12/1/18	*****2142	Huong T. Bui	DD - ES	3,466.00

120118047	12/1/18	*****3080	Vu Manh Bui	DD - ES	1,729.00
120118048	12/1/18	*****3187	Burga Family California Trust	DD - ES	1,952.00
120118051	12/1/18	*****3026	Jerome Busby	DD - ES	1,806.00
120118052	12/1/18	*****7349	Xuelong Cao	DD - ES	497.00
120118054	12/1/18	*****4042	Donnell I. Carson	DD - ES	1,875.00
120118055	12/1/18	*****5079	Castle Creek Company, Inc.	DD - ES	1,457.00
			Trust Account		
120118056	12/1/18	*****6869	Cora Ann Chambers	DD - ES	1,527.00
120118057	12/1/18	*****6228	Gayle Chamberlain	DD - ES	862.00
120118058	12/1/18	*****0398	Kan Chuen Chan	DD - ES	2,062.00
120118059	12/1/18	*****5571	P. M. Chaobal	DD - ES	2,600.00
120118060	12/1/18	*****1853	Hong Chen	DD - ES	4,525.00
120118061	12/1/18	*****8946	Jienlin Chen	DD - ES	2,256.00
120118062	12/1/18	*****0128	Ping Chen	DD - ES	2,059.00
120118063	12/1/18	*****2680	Sherry Chen	DD - ES	870.00
120118064	12/1/18	*****4714	Wenhua Chen	DD - ES	2,413.00
120118065	12/1/18	*****5473	Hwa-Yoong Chiu	DD - ES	1,421.00
120118066	12/1/18	*****3211	Ada Choi	DD - ES	2,201.00
120118067	12/1/18	*****2454	Chun Ok Choi	DD - ES	3,890.00
120118068	12/1/18	*****0310	City of Pittsburg Housing Authority	DD - ES	3,906.00
120118069	12/1/18	*****3591	Juan F. Clara	DD - ES	869.00
120118070	12/1/18	*****7054	Ping Cao	DD - ES	1,394.00
120118071	12/1/18	*****1362	College Park Housing Authority	DD - ES	805.80
120118072	12/1/18	*****9873	Angel Contreras	DD - ES	2,735.00
120118073	12/1/18	*****8060	Betty Conner	DD - ES	1,136.00
120118074	12/1/18	*****3394	Kim Cortesi	DD - ES	1,875.00
120118080	12/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	1,884.42
120118082	12/1/18	*****7194	Maria G. Costa	DD - ES	845.00
120118083	12/1/18	*****1944	Melonie C. Miles - Trustee Phillip Cotton and Freddie Cotton 2005 Trust	DD - ES	1,998.00
120118084	12/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	21,547.00
120118085	12/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	23,448.00
120118086	12/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	23,279.00
120118087	12/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	4,655.00
120118088	12/1/18	*****6569	Jeannette D. Crespo	DD - ES	2,222.00
120118089	12/1/18	*****4259	Junie Varela Crosby	DD - ES	1,904.00
120118090	12/1/18	*****7900	Patricia Crosby	DD - ES	1,422.00

120118091	12/1/18	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	1,502.00
120118092	12/1/18	*****6248	Justin Dailey	DD - ES	1,529.00
120118093	12/1/18	*****1622	Dam Quang To	DD - ES	19.00
120118094	12/1/18	*****8853	Antoinette Davis	DD - ES	1,700.00
120118095	12/1/18	*****2963	Audrey Davis	DD - ES	953.00
120118096	12/1/18	*****0396	Kesha E. Davis	DD - ES	1,277.00
120118097	12/1/18	*****8929	Kevin Davidson	DD - ES	1,017.00
120118098	12/1/18	*****4961	Paulette Davis	DD - ES	1,421.00
120118099	12/1/18	*****6115	Roshan M. Davis	DD - ES	1,448.00
120118100	12/1/18	*****9068	Jagdeep or Shashi Dayal	DD - ES	3,615.00
120118101	12/1/18	*****8370	Charles Dellamore	DD - ES	1,644.00
120118102	12/1/18	*****5882	David De La Torre	DD - ES	1,353.00
120118104	12/1/18	*****1004	Brigitte P. Doan	DD - ES	7,607.00
120118105	12/1/18	*****3531	Anna Phuongnam Thi Do	DD - ES	2,050.00
120118106	12/1/18	*****9716	JoAnn or Larry Domina	DD - ES	1,134.00
120118107	12/1/18	*****5043	Alex Dongallo	DD - ES	2,115.00
120118108	12/1/18	*****6538	Linda Duong	DD - ES	937.00
120118109	12/1/18	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	5,768.00
120118110	12/1/18	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	1,336.00
120118111	12/1/18	*****3757	Alma B Espiritu	DD - ES	1,705.00
120118112	12/1/18	*****6095	Rosario Espejo	DD - ES	1,380.00
120118113	12/1/18	*****8122	Gerardo M. Esquivel	DD - ES	1,142.00
120118114	12/1/18	*****6027	Jianxin Fang Jia Liu	DD - ES	4,209.00
120118115	12/1/18	*****3835	Michael Mao C/O Jing Feng	DD - ES	2,531.00
120118116	12/1/18	*****8236	Anthony Ferrell	DD - ES	1,709.00
120118117	12/1/18	*****2790	Barbara J. Fierner	DD - ES	1,490.00
120118118	12/1/18	*****9447	Joseph Field	DD - ES	1,140.00
120118119	12/1/18	*****7691	Hernan Roberto Figueroa	DD - ES	1,314.00
120118121	12/1/18	*****0962	Tochia D. Brewster Fleeton	DD - ES	1,437.00
120118122	12/1/18	*****5773	Alexander Flowers	DD - ES	1,342.00
120118123	12/1/18	*****1547	HomeForward (Housing Authority of Portland)	DD - ES	1,697.39
120118124	12/1/18	*****4032	Fox Creek Apartments	DD - ES	22,679.00
120118125	12/1/18	*****4032	Fox Creek Apartments	DD - ES	10,927.00
120118126	12/1/18	*****0284	Monica Fraga	DD - ES	1,688.00
120118127	12/1/18	*****6894	Rejois O. Frazier or Leroy Myers	DD - ES	1,722.00
120118128	12/1/18	*****6265	Mr. Darren Fuller	DD - ES	1,381.00
120118129	12/1/18	*****8997	Fan Fuller	DD - ES	450.00

120118130	12/1/18	*****9634	Gialene Gaines	DD - ES	1,750.00
120118131	12/1/18	*****8306	Bao Wen Gao	DD - ES	2,340.00
120118132	12/1/18	*****6981	Adraine Gardner	DD - ES	1,701.00
120118133	12/1/18	*****4278	Antoinette L Garcia	DD - ES	1,345.00
120118134	12/1/18	*****7036	David Gardner	DD - ES	3,176.00
120118135	12/1/18	*****0785	Rupesh Garg Samantha Garg	DD - ES	2,091.00
120118136	12/1/18	*****2931	William H. Gardiner	DD - ES	2,115.00
120118137	12/1/18	*****5111	Gateway Apartments	DD - ES	4,530.00
120118138	12/1/18	*****5298	Parvindokht Ghaboulidashti	DD - ES	1,086.00
120118139	12/1/18	*****2770	Eva Gholson	DD - ES	2,636.00
120118140	12/1/18	*****1145	Vernon or Eva Gholson	DD - ES	2,506.00
120118141	12/1/18	*****5958	Jacqueline Gill	DD - ES	1,671.00
120118142	12/1/18	*****8187	Sukpran Gill	DD - ES	1,493.00
120118143	12/1/18	*****6084	Gold A and S LLC	DD - ES	2,220.00
120118144	12/1/18	*****3032	Jesse Gonzaga	DD - ES	425.00
120118145	12/1/18	*****2367	Ting Gong	DD - ES	2,190.00
120118146	12/1/18	*****6940	Frances Greene	DD - ES	2,800.00
120118147	12/1/18	*****4872	Rodney Green	DD - ES	1,176.00
120118148	12/1/18	*****3361	Rupinder Grewal	DD - ES	1,382.00
120118149	12/1/18	*****7325	Patricia Gridley	DD - ES	626.25
120118150	12/1/18	*****6305	Italo Grossi	DD - ES	1,572.00
120118151	12/1/18	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	930.00
120118152	12/1/18	*****0940	Krystle Guan	DD - ES	4,480.00
120118153	12/1/18	*****5987	Bob Gunson Real Estate C/O Julie Hang	DD - ES	1,307.00
120118154	12/1/18	*****5267	Abhilash Gupta	DD - ES	6,475.00
120118155	12/1/18	*****7930	Donald R. Watson, Sr.	DD - ES	544.00
120118156	12/1/18	*****2314	Nicole Hackett	DD - ES	1,401.00
120118157	12/1/18	*****6176	Asharfun Nisha Hafiz	DD - ES	1,522.00
120118158	12/1/18	*****0457	Jeffrey Paul Hagler	DD - ES	3,766.00
120118159	12/1/18	*****9827	Delores Jane Hall	DD - ES	1,519.00
120118160	12/1/18	*****6228	David L Hart	DD - ES	1,803.00
120118161	12/1/18	*****1769	Lawrence Harrold	DD - ES	4,866.00
120118162	12/1/18	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	3,332.00
120118163	12/1/18	*****5859	Chuanhu He	DD - ES	1,663.00
120118164	12/1/18	*****6728	David T. Hennigan	DD - ES	9,671.00
120118165	12/1/18	*****3097	Silvester C. Henderson	DD - ES	3,819.00
120118166	12/1/18	*****5221	Anna Hernandez	DD - ES	1,441.00
120118167	12/1/18	*****2157	Elias Herrera	DD - ES	1,779.00
120118168	12/1/18	*****3423	Sally Lea Hickman	DD - ES	1,493.00

120118169	12/1/18	*****1603	Marva Hill	DD - ES	560.00
120118170	12/1/18	*****6255	Carl E. Hoard II	DD - ES	1,777.00
120118171	12/1/18	*****7386	Hanh Huu Hoang	DD - ES	1,553.00
120118172	12/1/18	*****5654	Havy S Hoag	DD - ES	2,585.00
120118173	12/1/18	*****4106	Albert Ho	DD - ES	1,797.00
120118174	12/1/18	*****2084	Annie Ho The Annie Ho Living Trust	DD - ES	1,352.00
120118175	12/1/18	*****0051	Dan Ho	DD - ES	2,110.00
120118176	12/1/18	*****8576	Joyce Ann Hoffman	DD - ES	1,460.00
120118177	12/1/18	*****7451	Gloria H. Holbrook	DD - ES	1,521.00
120118178	12/1/18	*****4543	Ronald G. Holmes	DD - ES	1,134.00
120118179	12/1/18	*****2768	Invitation Homes	DD - ES	2,099.00
120118180	12/1/18	*****5700	Tony Ho	DD - ES	1,004.00
120118181	12/1/18	*****9956	Cheng Huang	DD - ES	2,922.00
120118182	12/1/18	*****1535	Fanny Kao Huang	DD - ES	2,301.00
120118183	12/1/18	*****8816	Ming Zin Huang	DD - ES	2,453.00
120118184	12/1/18	*****7984	Tao Huang	DD - ES	9,086.00
120118185	12/1/18	*****7179	Ya Jing Huang	DD - ES	2,047.00
120118186	12/1/18	*****9084	Nancy Xiu Zhen Hu	DD - ES	2,353.00
120118187	12/1/18	*****6229	Thinh Trieu Huynh	DD - ES	2,000.00
120118188	12/1/18	*****0778	IGreen House Inc.	DD - ES	1,360.00
120118189	12/1/18	*****8007	2015-1 IH2 Borrower LP	DD - ES	1,908.00
120118190	12/1/18	*****4320	IH2 Property West, L.P.	DD - ES	1,133.00
120118191	12/1/18	*****7951	IH5 Property West LP	DD - ES	2,640.00
120118192	12/1/18	*****7013	Eugene G. Imperato	DD - ES	1,480.00
120118193	12/1/18	*****8323	Keyee Investment LLC	DD - ES	268.00
120118194	12/1/18	*****1017	LaShon D Irving	DD - ES	1,886.00
120118195	12/1/18	*****0911	Mario Isidro	DD - ES	1,776.00
120118196	12/1/18	*****6821	Michael or Kay Isola	DD - ES	798.00
120118197	12/1/18	*****4913	Jabbarr Love	DD - ES	1,025.00
120118198	12/1/18	*****2036	Brandi Jackson C/O Perry Realty Team	DD - ES	2,120.00
120118199	12/1/18	*****4910	Sameer Jain	DD - ES	4,512.00
120118200	12/1/18	*****3307	Vishal S. Jain	DD - ES	1,682.00
120118201	12/1/18	*****1349	Jason Le	DD - ES	2,429.00
120118202	12/1/18	*****6917	Jian Xing Zhang	DD - ES	1,499.00
120118203	12/1/18	*****5506	Jason K. Johnson	DD - ES	2,951.00
120118204	12/1/18	*****8569	Ronita Johnson	DD - ES	1,431.00
120118205	12/1/18	*****2434	Sharon Jones	DD - ES	1,787.00
120118206	12/1/18	*****9670	Cheryl D Joseph	DD - ES	2,131.00
120118207	12/1/18	*****4905	Mostaeen B Jouya	DD - ES	2,148.00

120118208	12/1/18	*****3526	JPH Investment Trust	DD - ES	2,632.00
120118209	12/1/18	*****5704	Jaynee Walton Separate Property Trust	DD - ES	1,196.00
120118210	12/1/18	*****5647	Om Parkash Kalra	DD - ES	3,316.00
120118211	12/1/18	*****8425	Wei Kang	DD - ES	4,121.00
120118212	12/1/18	*****1731	Deepinder Kaur	DD - ES	2,351.00
120118213	12/1/18	*****7429	Navkirandeep Kaur	DD - ES	2,428.00
120118214	12/1/18	*****6180	K. E. M. Group LLC	DD - ES	1,936.00
120118215	12/1/18	*****9411	Anthony Keslinke	DD - ES	1,493.00
120118216	12/1/18	*****2578	Faraz Ali Khan	DD - ES	1,815.00
120118217	12/1/18	*****0839	Alan T. Kilpatrick	DD - ES	1,410.00
120118218	12/1/18	*****0888	KW Kirker Creek, LLC	DD - ES	2,910.00
120118219	12/1/18	*****7475	Qi Yun Kuang	DD - ES	4,201.00
120118220	12/1/18	*****8506	Simon Kailiang Kuang	DD - ES	1,707.00
120118221	12/1/18	*****2585	Daniel Kwan	DD - ES	3,334.00
120118222	12/1/18	*****6229	Simon Chuen-Sang Kwong	DD - ES	980.00
120118223	12/1/18	*****8326	Thomas LaFleur	DD - ES	1,946.00
120118224	12/1/18	*****7845	Chow Kang Lam	DD - ES	2,023.00
120118225	12/1/18	*****6520	Shirley Manly-Lampkin	DD - ES	1,036.00
120118226	12/1/18	*****6102	Maria Lara	DD - ES	1,608.00
120118227	12/1/18	*****7975	Peter C. Larsen	DD - ES	937.00
120118228	12/1/18	*****2401	Kevin Lassair Terrilyn Lassair	DD - ES	1,828.00
120118229	12/1/18	*****4732	Latif, LLC	DD - ES	2,869.00
120118230	12/1/18	*****0938	Ingrid Lau	DD - ES	1,853.00
120118231	12/1/18	*****9373	Delphia M. or Clarence Lawson	DD - ES	1,093.00
120118232	12/1/18	*****6826	Living Trust of Geroge Van & Fannie Mae Laswon C/O Nicole C. Nicholson - Trustee	DD - ES	1,337.00
120118233	12/1/18	*****2293	LCSTAR, LLC	DD - ES	6,290.00
120118234	12/1/18	*****0984	Dao Tran Le	DD - ES	970.00
120118235	12/1/18	*****8548	Jack Wai Lee	DD - ES	2,036.00
120118236	12/1/18	*****1755	Siu Wan Windytiti Lee	DD - ES	1,745.00
120118237	12/1/18	*****2527	Steven Lee	DD - ES	1,120.00
120118238	12/1/18	*****5289	Yuhjen Juang Lee	DD - ES	1,752.00
120118239	12/1/18	*****1860	Lena Le	DD - ES	989.00
120118240	12/1/18	*****3782	Joseph C. Lerma	DD - ES	811.00
120118241	12/1/18	*****3555	Yiping I. and Frederic Leroudier	DD - ES	1,785.00
120118242	12/1/18	*****3410	John M. Leung	DD - ES	5,658.00
120118243	12/1/18	*****3743	May Leung or Rodney Chen	DD - ES	3,326.00
120118244	12/1/18	*****2110	Peter Leung	DD - ES	2,153.00
120118245	12/1/18	*****5185	Fortunee Lichaa	DD - ES	935.00
120118246	12/1/18	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	631.00

120118247	12/1/18	*****0416	Faqiang Li	DD - ES	1,069.00
120118248	12/1/18	*****8871	Jie Li	DD - ES	2,066.00
120118249	12/1/18	*****7827	Jinhuan Li	DD - ES	1,508.00
120118250	12/1/18	*****9346	Joshua Li	DD - ES	1,486.00
120118251	12/1/18	*****5495	Jian S Lin	DD - ES	1,665.00
120118252	12/1/18	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	1,004.00
120118253	12/1/18	*****3881	Vivian Y Li	DD - ES	1,478.00
120118255	12/1/18	*****0050	Wei Min Li	DD - ES	1,695.00
120118256	12/1/18	*****9003	Ying Hong Li	DD - ES	630.00
120118257	12/1/18	*****0198	Belkis Zhong Li	DD - ES	2,400.00
120118258	12/1/18	*****1646	Paul Long	DD - ES	2,580.00
120118259	12/1/18	*****1474	Los Medanos Village Apartments	DD - ES	21,719.00
120118260	12/1/18	*****7531	Tony or Yvonne Louie	DD - ES	1,400.00
120118261	12/1/18	*****1790	Valerie Love	DD - ES	1,330.00
120118262	12/1/18	*****5602	Marshall & Sonya Lowe	DD - ES	1,105.00
120118263	12/1/18	*****0153	Ariston Laurito Loyola	DD - ES	1,074.00
120118264	12/1/18	*****7720	Jose Loza	DD - ES	709.00
120118265	12/1/18	*****2354	Andrew Kin Lui	DD - ES	4,651.00
120118266	12/1/18	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	1,937.00
120118267	12/1/18	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	2,191.00
120118268	12/1/18	*****1821	Curtis H. Lundberg	DD - ES	546.00
120118269	12/1/18	*****1596	Kenneth Luong	DD - ES	1,583.00
120118270	12/1/18	*****1494	Xiangwen Lu	DD - ES	2,730.00
120118271	12/1/18	*****5430	Kiet A. Ly	DD - ES	1,805.00
120118272	12/1/18	*****4009	Yolanda McDonald	DD - ES	712.00
120118273	12/1/18	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES	1,639.00
120118274	12/1/18	*****5865	Rakesh Madra	DD - ES	4,343.00
120118275	12/1/18	*****5605	Robert Madson Lisa Swafford	DD - ES	1,855.00
120118276	12/1/18	*****2191	Radha Mahesram	DD - ES	2,033.00
120118277	12/1/18	*****7358	Mahnoor Tariq	DD - ES	2,276.00
120118278	12/1/18	*****4372	Jennifer Leung Ma	DD - ES	5,746.00
120118279	12/1/18	*****1989	Jeff Mann	DD - ES	6,535.00
120118280	12/1/18	*****5378	Glenn Marshall	DD - ES	2,500.00
120118281	12/1/18	*****2875	Marla Y Harrison	DD - ES	302.00
120118282	12/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	17,716.00
120118283	12/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	18,086.00
120118284	12/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	16,222.00

120118285	12/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	1,882.00
120118286	12/1/18	*****5287	Louie W. Maruri El Dorado Apartments	DD - ES	953.00
120118287	12/1/18	*****3065	Tanya Martha	DD - ES	1,872.00
120118288	12/1/18	*****9206	Demetria d Mason	DD - ES	2,411.00
120118289	12/1/18	*****6768	Matrixone Realty	DD - ES	1,032.00
120118290	12/1/18	*****3048	Rita J. McCrystle	DD - ES	1,284.00
120118291	12/1/18	*****7174	Samuel McCree	DD - ES	1,975.00
120118292	12/1/18	*****6494	Dorothy McDonald	DD - ES	2,043.00
120118294	12/1/18	*****1152	Janice K McLean	DD - ES	730.00
120118295	12/1/18	*****4675	Meadow Glen Apartments	DD - ES	2,968.00
120118296	12/1/18	*****9866	Tatung Mei	DD - ES	3,314.00
120118297	12/1/18	*****4316	Joel Mejia	DD - ES	664.00
120118298	12/1/18	*****5245	Jinyu Meng	DD - ES	2,148.00
120118299	12/1/18	*****4885	Sabine Menzel	DD - ES	4,121.00
120118300	12/1/18	*****0133	Mercedes P. Johnson	DD - ES	614.00
120118301	12/1/18	*****7793	Dennis Meyer Kinetic Real Estate/ Marelise Navaroo	DD - ES	1,946.00
120118302	12/1/18	*****8272	Hector Meza	DD - ES	1,376.00
120118303	12/1/18	*****9885	Andrew S Miloslavich	DD - ES	1,681.00
120118304	12/1/18	*****7437	Perchak Properties for Carol Miller	DD - ES	1,946.00
120118305	12/1/18	*****9782	Maryann Miller	DD - ES	1,198.00
120118306	12/1/18	*****2618	Carlos J Miranda	DD - ES	764.00
120118307	12/1/18	*****0772	Hassan Mirabedi	DD - ES	7,613.00
120118308	12/1/18	*****6741	Gwendolyn Mitchell	DD - ES	1,922.00
120118309	12/1/18	*****7083	Ronnie Eric Moffett Estate	DD - ES	2,066.00
120118310	12/1/18	*****6340	Moe Mojaddidi	DD - ES	3,000.00
120118311	12/1/18	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	1,631.00
120118312	12/1/18	*****4676	Erik L Morris	DD - ES	1,640.00
120118313	12/1/18	*****6975	Joseph & Diane Morin	DD - ES	1,710.00
120118314	12/1/18	*****3642	Eva Munn	DD - ES	1,173.00
120118315	12/1/18	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	1,510.00
120118316	12/1/18	*****0105	Ehsan Nabkel	DD - ES	3,094.00
120118317	12/1/18	*****9276	Fariba Naji	DD - ES	1,900.00
120118318	12/1/18	*****6234	Shinder Paul Narabut	DD - ES	6,818.00
120118319	12/1/18	*****0054	NC Associates, Inc.	DD - ES	11,308.00
120118320	12/1/18	*****6959	Joy Neal	DD - ES	1,762.00
120118321	12/1/18	*****9180	Michael Nelson	DD - ES	3,900.00
120118322	12/1/18	*****5257	Guy Nesbeth	DD - ES	2,638.00
120118323	12/1/18	*****1072	Dominic Y Ng	DD - ES	2,459.00

120118324	12/1/18	*****3604	Knowland Ging Ng	DD - ES	4,726.00
120118325	12/1/18	*****8594	Patrick Ng	DD - ES	1,716.00
			Mike Perry, Property Manager		
120118326	12/1/18	*****0738	Hieu Nguyen	DD - ES	2,166.00
120118327	12/1/18	*****7154	Huy Quang Nguyen	DD - ES	2,418.00
120118328	12/1/18	*****4366	Quyen Nguyen	DD - ES	1,900.00
120118329	12/1/18	*****8241	Tieu Nguyen	DD - ES	1,629.00
120118330	12/1/18	*****7265	Ernest Nichols III	DD - ES	3,027.00
120118331	12/1/18	*****6497	Peter Niloufari	DD - ES	2,508.00
120118332	12/1/18	*****9886	Northstar Financial Group, LLC	DD - ES	1,381.00
120118333	12/1/18	*****8129	Kevin Nord	DD - ES	1,350.00
			Nord Investment Real Estate		
120118334	12/1/18	*****0056	Richard A Norte	DD - ES	2,611.00
120118335	12/1/18	*****2286	North State Financial, Inc.	DD - ES	1,558.00
120118336	12/1/18	*****7171	New Way Management Services, Inc.	DD - ES	12,127.00
120118337	12/1/18	*****1194	Jennifer Odei	DD - ES	1,448.00
120118338	12/1/18	*****5572	Dwight J Owens	DD - ES	433.00
120118339	12/1/18	*****7606	Juanita Olayo	DD - ES	1,556.00
120118340	12/1/18	*****4543	Esosa A. Omokaro	DD - ES	1,707.00
120118341	12/1/18	*****0588	Orange County Housing Authority	DD - ES	2,328.80
120118342	12/1/18	*****3741	Sandra L Ortiz	DD - ES	1,840.00
120118343	12/1/18	*****1081	Chinenye Osuagwu	DD - ES	2,328.00
120118344	12/1/18	*****9139	Olubukola Amoke Oyebade	DD - ES	2,450.00
120118345	12/1/18	*****3324	Mutlu Ozer	DD - ES	1,807.00
120118346	12/1/18	*****4083	Pacific Living, LLC	DD - ES	1,877.00
120118347	12/1/18	*****7811	Hemangini & Vijendra Patel	DD - ES	1,687.00
120118348	12/1/18	*****0885	Kokila Patel	DD - ES	852.00
120118349	12/1/18	*****8684	Virendra M. Patel	DD - ES	2,001.00
120118350	12/1/18	*****8047	Jason Pauline	DD - ES	1,357.00
120118351	12/1/18	*****3189	Loycell Peacock	DD - ES	1,015.00
120118352	12/1/18	*****5165	Scott Pease	DD - ES	1,250.00
120118353	12/1/18	*****3278	Maria Del Carmen Perez	DD - ES	263.00
120118354	12/1/18	*****6784	Lowde Y. Perkins	DD - ES	901.00
120118355	12/1/18	*****7605	Portofino Apartments	DD - ES	11,888.00
120118356	12/1/18	*****8826	Prime Metropolis Properties, Inc.	DD - ES	4,067.00
120118357	12/1/18	*****2849	IH5 Property West, LP	DD - ES	2,235.00
120118358	12/1/18	*****3398	Marples Property Management	DD - ES	3,191.00
120118359	12/1/18	*****4650	A. Meadows Property Management	DD - ES	1,209.00
120118360	12/1/18	*****7789	Stokley Properties LLC Harbor	DD - ES	2,280.00
120118361	12/1/18	*****8055	Property Upsurge, Inc.	DD - ES	10,753.00
120118362	12/1/18	*****0782	Amjad Qaqish	DD - ES	1,180.00

120118363	12/1/18	*****9542	Sam or Sonia Quinones	DD - ES	1,798.00
120118364	12/1/18	*****4029	Amos Radford	DD - ES	1,451.00
120118365	12/1/18	*****1034	Kuljit P Raju	DD - ES	1,277.00
120118366	12/1/18	*****2261	Paramjit K. Raju	DD - ES	2,630.00
120118367	12/1/18	*****3452	Christopher Ramirez	DD - ES	1,846.00
120118368	12/1/18	*****8489	Enrique or Stacy Ramirez	DD - ES	562.00
120118369	12/1/18	*****2162	Erika Ramirez	DD - ES	1,918.00
120118371	12/1/18	*****2283	Rohini Ram	DD - ES	2,146.00
120118372	12/1/18	*****6068	David Raughton	DD - ES	1,712.00
120118374	12/1/18	*****8337	RayCaro Inc.	DD - ES	3,019.00
120118375	12/1/18	*****8227	Croskey Real Estate, Inc.	DD - ES	2,007.00
120118376	12/1/18	*****6703	Amerasia Real Estate Fund LLC	DD - ES	3,538.00
120118377	12/1/18	*****7083	Reliant - Woods Grove, LP	DD - ES	12,237.00
120118378	12/1/18	*****7349	Eric Franklin Remson	DD - ES	1,057.00
120118380	12/1/18	*****9321	Roger Riley	DD - ES	1,901.00
120118381	12/1/18	*****6917	Ronald D. Shelly or Julie Crowder	DD - ES	1,080.00
120118382	12/1/18	*****0694	Jason Ruffin	DD - ES	2,333.00
120118383	12/1/18	*****4579	Elvira Ruiz	DD - ES	1,336.00
120118384	12/1/18	*****5248	Constance Russell	DD - ES	632.00
120118385	12/1/18	*****3871	Maridel P Santos	DD - ES	1,294.00
120118386	12/1/18	*****3011	Alicia Saucedo	DD - ES	1,205.00
120118387	12/1/18	*****7615	Gregory Paul Schulz	DD - ES	1,405.00
120118388	12/1/18	*****9954	Richard M. Sciortino	DD - ES	926.00
120118389	12/1/18	*****7031	Jacqueline Selinger	DD - ES	687.00
120118390	12/1/18	*****5346	Young Sook Seroy	DD - ES	1,596.00
120118391	12/1/18	*****1446	Mohinder Sharma	DD - ES	999.00
120118392	12/1/18	*****7239	Shailesh & Bela Patel	DD - ES	3,720.00
120118393	12/1/18	*****4900	Paul Shatswell	DD - ES	1,493.00
120118394	12/1/18	*****1370	James Shipe, c/o Richard Grijalva, East Cty Brokers	DD - ES	2,599.00
120118395	12/1/18	*****5981	Yihui Shi	DD - ES	1,515.00
120118396	12/1/18	*****7789	Siena Court Apartments	DD - ES	8,676.00
120118397	12/1/18	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	4,224.00
120118398	12/1/18	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	12,762.00
120118399	12/1/18	*****6650	Frank M. Siino	DD - ES	610.00
120118400	12/1/18	*****8035	Joseph Michael Siino	DD - ES	1,425.00
120118401	12/1/18	*****5399	Gloria Silva	DD - ES	866.00
120118402	12/1/18	*****8407	Marc J. Simpson	DD - ES	1,437.00
120118403	12/1/18	*****3639	Raman Singh	DD - ES	2,125.00

120118404	12/1/18	*****6058	Son Singh	DD - ES	1,525.00
120118405	12/1/18	*****4970	Molly Smith	DD - ES	1,977.00
120118406	12/1/18	*****9092	Sherritta M Smith	DD - ES	1,096.00
120118407	12/1/18	*****2032	Cinthia Sosa	DD - ES	1,649.00
120118408	12/1/18	*****2985	Gloria Spahn	DD - ES	1,010.00
120118409	12/1/18	*****6977	Angela E. Robinson-Spencer	DD - ES	2,000.00
120118411	12/1/18	*****5343	Deborah Steppe	DD - ES	1,812.00
120118412	12/1/18	*****1601	George W. Stephens	DD - ES	1,674.00
120118413	12/1/18	*****5308	R R Rentals	DD - ES	1,639.00
120118415	12/1/18	*****7479	Ms. Li Su	DD - ES	2,599.00
120118416	12/1/18	*****6318	Mr. Shahzad Sultan	DD - ES	2,508.00
120118417	12/1/18	*****8534	Suma Aryaei	DD - ES	2,265.00
120118418	12/1/18	*****1235	Summit Venture Group, LLC	DD - ES	2,418.00
120118419	12/1/18	*****6168	Kamaljeet Surila	DD - ES	1,457.00
120118420	12/1/18	*****0399	Joyce Hui Sy	DD - ES	5,719.00
120118421	12/1/18	*****1242	Hamed Tafaghodi Alexis Tafaghodi	DD - ES	1,163.00
120118422	12/1/18	*****6765	TAH 2018-1 Borrower, LLC	DD - ES	3,189.00
120118423	12/1/18	*****9558	Edward C Tan	DD - ES	460.00
120118424	12/1/18	*****5832	Mohammad Tapus	DD - ES	2,743.00
120118425	12/1/18	*****6283	Yun Teng Weijie Zhang	DD - ES	1,813.00
120118426	12/1/18	*****2164	Quyen Minh Thai	DD - ES	468.00
120118427	12/1/18	*****9314	Silvia Thein and Ada Choi	DD - ES	1,175.00
120118428	12/1/18	*****4049	ChingJen Tong	DD - ES	3,584.00
120118429	12/1/18	*****1405	Lourdes or Raymond Tovar	DD - ES	1,787.00
120118430	12/1/18	*****2094	Raphael Minhtuyen Tran	DD - ES	4,503.00
120118431	12/1/18	*****6035	Tam Van Tran	DD - ES	1,918.00
120118432	12/1/18	*****1327	Thuy Tran	DD - ES	1,245.00
120118433	12/1/18	*****6165	Thanh Van Trinh	DD - ES	1,506.00
120118434	12/1/18	*****3572	Nhan Chi Truong	DD - ES	949.00
120118435	12/1/18	*****5313	Sean Thuyet Truong	DD - ES	1,233.00
120118436	12/1/18	*****9321	Van Truong	DD - ES	1,493.00
120118437	12/1/18	*****8392	Xavier Van Truong	DD - ES	3,654.00
120118438	12/1/18	*****5553	David Tseng	DD - ES	2,438.00
120118439	12/1/18	*****4582	Lidia Valladares	DD - ES	1,848.00
120118440	12/1/18	*****0250	Victor D Valenzuela	DD - ES	1,570.00
120118441	12/1/18	*****5853	Tu Van	DD - ES	1,804.00
120118442	12/1/18	*****3371	Gary D. Vasconcellos	DD - ES	1,032.00
120118443	12/1/18	*****9682	Nuno G Vieira	DD - ES	4,156.00
120118444	12/1/18	*****2720	Stephen Cordell Wafer	DD - ES	1,071.00

120118445	12/1/18	*****2768	Huan Rong Wang	DD - ES	1,365.00
120118446	12/1/18	*****6924	Lining Wan	DD - ES	1,827.00
120118447	12/1/18	*****6945	Wei Wang	DD - ES	2,115.00
120118448	12/1/18	*****1634	Yu Ruo Wang	DD - ES	1,878.00
120118449	12/1/18	*****5502	Mildred Lucille Washington	DD - ES	1,996.00
120118451	12/1/18	*****4384	Wenyong Chang	DD - ES	2,162.00
120118452	12/1/18	*****5295	Holly Wen	DD - ES	1,569.00
120118453	12/1/18	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	4,651.00
120118455	12/1/18	*****2737	Jessica R Wiebe	DD - ES	2,231.00
120118456	12/1/18	*****7867	Ms Adrienne Wilson C/O Gabe Essoe	DD - ES	1,765.00
120118457	12/1/18	*****5057	Kathleen and John Wilson	DD - ES	1,275.00
120118458	12/1/18	*****8702	Kathy D. Williams	DD - ES	2,600.00
120118459	12/1/18	*****5480	Tasia La Vonda Williams	DD - ES	1,877.00
120118460	12/1/18	*****5026	Windeler Development Group, Inc.	DD - ES	1,322.00
120118461	12/1/18	*****1769	Alan York Lun Wong Alan York Lun Wong	DD - ES	1,233.00
120118462	12/1/18	*****1862	Danny Ching-Yam Wong	DD - ES	1,979.00
120118463	12/1/18	*****1157	Har Pan Wong	DD - ES	7,527.00
120118464	12/1/18	*****6356	Joanne Wong	DD - ES	1,825.00
120118465	12/1/18	*****1060	Kinney Ming Wong	DD - ES	1,300.00
120118466	12/1/18	*****5451	Mei-Yuk Yu Wong Vincent Wong	DD - ES	2,200.00
120118467	12/1/18	*****5565	Yuk Lin Woo	DD - ES	735.00
120118468	12/1/18	*****1853	WR Properties, Inc.	DD - ES	5,628.00
120118469	12/1/18	*****3962	Hong Wu	DD - ES	4,598.00
120118470	12/1/18	*****3698	Zhang Jin Wu	DD - ES	3,066.00
120118472	12/1/18	*****2651	Sheree Wynn	DD - ES	3,211.00
120118473	12/1/18	*****5388	Jian Ai Xuan	DD - ES	1,946.00
120118474	12/1/18	*****3880	Ping Ping Xu Keming Wang	DD - ES	4,213.00
120118475	12/1/18	*****2366	Karl Yick C/O Teresita D. Pereira	DD - ES	597.00
120118476	12/1/18	*****6779	Sally Yip	DD - ES	1,813.00
120118477	12/1/18	*****6210	Yong Qiang Lu	DD - ES	1,777.00
120118478	12/1/18	*****6178	Chris Kui You	DD - ES	2,394.00
120118479	12/1/18	*****7622	Yee Yue Cheung	DD - ES	1,230.00
120118480	12/1/18	*****7029	Ming Yu	DD - ES	3,071.00
120118481	12/1/18	*****8664	Mohammad Zalmaiyyar	DD - ES	2,664.00
120118482	12/1/18	*****7638	Jielu Zhao	DD - ES	2,200.00
120118483	12/1/18	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	1,731.00

120118484	12/1/18	*****3259	Xirong Zhao	DD - ES	1,604.00
120118485	12/1/18	*****4367	Xiang Yang Zheng	DD - ES	2,400.00
120118486	12/1/18	*****3830	Joy Yi Zhou	DD - ES	2,456.00
120118487	12/1/18	*****7805	Shengguo Zhu	DD - ES	4,943.00
120118488	12/1/18	*****6132	Ying Zhu	DD - ES	4,996.00
120118489	12/1/18	*****4651	Weijie Zhang	DD - ES	1,155.00

Housing Choice Voucher

HAP	1,316,731.59
UR	9,007.41
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	476.80
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$1,326,215.80

Check Summary

December 1, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
148297	12/1/18	*****6041	Anthony L Johnson	20.00
148305	12/1/18	*****0297	Kelly Barr	37.00
148314	12/1/18	*****5735	Michael Wimmer	147.00
148322	12/1/18	*****7726	Quamie Golliday	23.00
148329	12/1/18	*****2982	Timothy P Harrington	1.00
148332	12/1/18	*****3447	David S Loesch	88.00
148391	12/1/18	*****9325	JOW & AAW, LLC	1,116.00
148398	12/1/18	*****0331	Fairfield Housing Authority	825.60
120118012	12/1/18	*****4636	Felipe Amarante	DD - ES 1,487.00
120118022	12/1/18	*****3909	Ken Bartlett	DD - ES 383.00
120118026	12/1/18	*****7492	Adrienne Kelly Belton	DD - ES 906.00
120118049	12/1/18	*****8860	Joe Burns	DD - ES 1,200.00
120118050	12/1/18	*****8764	William Joseph Burgoyne	DD - ES 1,652.00
120118053	12/1/18	*****2513	Clara Beatriz Cardenas	DD - ES 1,550.00
120118075	12/1/18	*****0746	Contra Costa County Housing Authority	DD - ES 13,044.62
120118076	12/1/18	*****0746	Contra Costa County Housing Authority	DD - ES 14,155.62
120118077	12/1/18	*****0746	Contra Costa County Housing Authority	DD - ES 11,945.82
120118078	12/1/18	*****0746	Contra Costa County Housing Authority	DD - ES 14,294.72

120118079	12/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	10,033.10
120118080	12/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	9,636.16
120118081	12/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	9,941.00
120118084	12/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	6,238.00
120118085	12/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	5,722.00
120118086	12/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	5,738.00
120118087	12/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	2,729.00
120118103	12/1/18	*****9507	Olga M. Disney	DD - ES	1,135.00
120118109	12/1/18	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	607.00
120118120	12/1/18	*****8096	Robert Fitzstephens Rob Fitzstephens	DD - ES	1,432.00
120118125	12/1/18	*****4032	Fox Creek Apartments	DD - ES	476.00
120118137	12/1/18	*****5111	Gateway Apartments	DD - ES	3,318.00
120118154	12/1/18	*****5267	Abhilash Gupta	DD - ES	1,730.00
120118164	12/1/18	*****6728	David T. Hennigan	DD - ES	1,895.00
120118254	12/1/18	*****1547	Paul Livson	DD - ES	1,700.00
120118282	12/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	792.00
120118283	12/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	1,104.00
120118284	12/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	2,727.00
120118293	12/1/18	*****6342	James & Diana Gail McDonald c/o Yolanda McDonald	DD - ES	1,500.00
120118332	12/1/18	*****9886	Northstar Financial Group, LLC	DD - ES	6,061.00
120118359	12/1/18	*****4650	A. Meadows Property Management	DD - ES	446.00
120118370	12/1/18	*****7228	Ramsey Horton	DD - ES	1,542.00
120118373	12/1/18	*****2414	Tanya Nicole Ray	DD - ES	1,938.00
120118375	12/1/18	*****8227	Croskey Real Estate, Inc.	DD - ES	1,789.00
120118376	12/1/18	*****6703	Amerasia Real Estate Fund LLC	DD - ES	4,946.00
120118377	12/1/18	*****7083	Reliant - Woods Grove, LP	DD - ES	2,606.00
120118379	12/1/18	*****2935	RICHMOND HOUSING AUTHORITY	DD - ES	4,419.12
120118396	12/1/18	*****7789	Siena Court Apartments	DD - ES	764.00
120118410	12/1/18	*****3465	Ramzi D Srouji	DD - ES	1,891.00
120118414	12/1/18	*****0437	Suisun City Housing Authority	DD - ES	778.80
120118450	12/1/18	*****4563	Isidoro Weitzman	DD - ES	2,060.00
120118453	12/1/18	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	2,169.00
120118454	12/1/18	*****9380	Tracy J. Whitehead	DD - ES	1,990.00
120118468	12/1/18	*****1853	WR Properties, Inc.	DD - ES	1,693.00
120118471	12/1/18	*****2556	Drewcillia Wyatt	DD - ES	1,247.00

VASH	HAP	162,179.00
	UR	334.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	5,156.56
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	\$167,669.56

Grand Total

HAP	1,478,910.59
UR	9,341.41
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	5,633.36
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$1,493,885.36

HAP (Regular)	\$ 1,184,449.59
HAP (VASH)	162,179.00
HAP (Port-In)	120,978.00
HAP (Port-Out)	11,304.00
Utility Reimbursement	9,341.41
Admin Fee	5,633.36
Total	<u>\$ 1,493,885.36</u>

DD 1,448,311.62 +
 CKS 45,573.74 +
 1,493,885.36 * +

Rec'd 11/27/18
 you 11/28/18

Payment History List

December 18, 2018

		Payee		Tenant	Type	VMS Date	Amount	Voided	Cleared
Check Date	Check #	Account #	Payee						
12/01/2018	148363	***-**-4721	Ebony N Manning	Manning, Ebony	UR	12/01/2018	\$87.00	☐	☐
12/01/2018	148363	***-**-4721	Ebony N Manning	Manning, Ebony	UR	12/01/2018	-\$87.00	☐	☐

\$0.00

lost ck
reissue @ 1/1/19 ck run



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

TO: Chair and Agency Members

FROM: Garrett D. Evans, Acting Executive Director

SUBJECT: Successor Agency Minute Order Approving the July 1, 2019 – June 30, 2020 Recognized Obligation Payment Schedule

MEETING DATE: January 22, 2019

EXECUTIVE SUMMARY

The Successor Agency for the Redevelopment Agency of the City of Pittsburg (the “Successor Agency”) has prepared the Recognized Obligation Payment Schedule (the “ROPS”) for the period of July 1, 2019 – June 30, 2020 (“ROPS 19-20”), pursuant to the Dissolution Act.

FISCAL IMPACT

There is no fiscal impact to adopting ROPS 19-20. Rather, ROPS 19-20 identifies the Successor Agency’s anticipated financial obligations for July 1, 2019 – June 30, 2020. ROPS 19-20 will be reflected in the Successor Agency budget that will be considered along with the City’s budget in June 2019 for Fiscal Year 2019-2020.

RECOMMENDATION

Staff recommends that the Successor Agency approve ROPS 19-20.

BACKGROUND

On June 29, 2011, the Governor signed into law ABx1 26, also referred to as the “Dissolution Act” which automatically suspended redevelopment activities and on December 29, 2011, the California State Supreme Court upheld the provisions of AB 26, thereby dissolving all redevelopment agencies on February 1, 2012.

While redevelopment successor agencies may not initiate any new activities nor incur new indebtedness, they are nevertheless required under legislative statute and court order to continue making those payments necessary for day to day operations pursuant to contractual commitments/enforceable obligations, regulatory authorities, and indebtedness entered into prior to the enactment of ABx1 26.

On June 27, 2012, the Governor signed into law budget trailer bill AB 1484. AB 1484 imposed new requirements on successor agencies with regard to the submittal of the ROPS.

Budget trailer bill SB 107 was approved and signed by the Governor and took immediate effect on September 22, 2015. The legislation changed the review of ROPS from semi-annual to annual.

Pursuant to Health and Safety Code Section 34179(j), on and after July 1, 2018, in each county where more than one oversight board was created, there shall be only one countywide oversight board. As of July 1, 2018, the California Department of Finance (the "DOF") can only recognize the newly-created Contra Costa County Oversight Board (the "Countywide OB"). The actions of the Successor Agency's ROPS or other oversight board required approved actions cannot be submitted without the Countywide OB's approval.

SUBCOMMITTEE FINDINGS

Not Applicable

STAFF ANALYSIS

ROPS 19-20 consists of debt service related expenses, administrative expenses, and other eligible enforceable obligation. Staff will submit ROPS 19-20 to the Countywide OB for its consideration on January 28, 2019. Upon receiving Countywide OB approval, ROPS 19-20 will be submitted to the DOF on or before February 1, 2019.

ATTACHMENTS: Recognized Obligation Payment Schedule for the period of July 1, 2019 – June 30, 2020

Garrett D. Evans, Acting Executive Director

Report Prepared By:

Maria M. Aliotti, Director of Community Services
Brad Farmer, Finance Director
Diane Agar, Finance Division Manager

Recognized Obligation Payment Schedule (ROPS 19-20) - Summary
Filed for the July 1, 2019 through June 30, 2020 Period

Successor Agency: Pittsburg
County: Contra Costa

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)		19-20A Total (July - December)	19-20B Total (January - June)	ROPS 19-20 Total
A	Enforceable Obligations Funded as Follows (B+C+D):	\$ 601,503	\$ 31,810	\$ 633,313
B	Bond Proceeds	-	-	-
C	Reserve Balance	-	-	-
D	Other Funds	601,503	31,810	633,313
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 15,209,074	\$ 18,510,081	\$ 33,719,155
F	RPTTF	15,039,750	18,340,757	33,380,507
G	Administrative RPTTF	169,324	169,324	338,648
H	Current Period Enforceable Obligations (A+E):	\$ 15,810,577	\$ 18,541,891	\$ 34,352,468

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety code, I
hereby certify that the above is a true and accurate Recognized
Obligation Payment Schedule for the above named successor
agency.

Name Title
/s/ _____
Signature Date

Pittsburg Recognized Obligation Payment Schedule (ROPS 19-20) - ROPS DetailJuly 1, 2019 through June 30, 2020(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 19-20 Total	19-20A (July - December)					19-20A Total	19-20B (January - June)					19-20B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
2	TAB 1999	Bonds Issued On or Before	11/3/1999	9/1/2030	Bank of New York	debt service (Interest & principal) 822-	Los Medanos	\$ 352,048,830		\$ 34,352,468	\$ 0	\$ 0	\$ 601,503	\$ 15,039,750	\$ 169,324	\$ 15,810,577	\$ 0	\$ 0	\$ 31,810	\$ 18,340,757	\$ 169,324	\$ 18,541,891
3	TAB 1999	Fees	11/3/1999	9/1/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service fiscal agent fees 822-41272-2318 (TAB 1999)	Los Medanos	87,327,939	N	\$ 1,832,937			1,250			\$ 1,250			1,832,937			\$ 1,832,937
10	HSG TAB 06A	Bonds Issued On or Before 12/31/10	12/14/2006	9/1/2037	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 844-41284-2303/2304 (HSG 2006A)	Los Medanos	12,021,890	N	\$ 213,892						\$ -				213,892		\$ 213,892
11	HSG TAB 06A	Fees	12/14/2006	9/1/2037	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service fiscal agents/PFM Invest 844-41284-2318 (HSG 2006A)	Los Medanos	2,600	N	\$ 2,600			1,300			\$ 1,300			1,300			\$ 1,300
27	Prefund August debt service of Senior & Housing Bonds (1999, 2014 & Housing Bonds)	Bonds Issued On or Before 12/31/10	11/3/1999	9/1/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	Prefund senior & housing bonds debt service to fiscal agent (1999, & 2014 TABS & 2016A Hsg & 2006A HSG bonds) Balance Calendar Yr 2018	Los Medanos	11,803,817	N	\$ 11,803,817						\$ -				11,803,817		\$ 11,803,817
44	legal	Admin Costs	7/1/2018	6/30/2019	Meyers Nave	administration 801-41202-2101	Los Medanos		N	\$ -						\$ -						\$ -
45	auditing	Professional Services	7/1/2018	6/30/2019	Maze & Assoc 3748 Buskirk Ave. Suite 215 Pleasant Hill, CA 94523	administration 801-41202-2102	Los Medanos		N	\$ -						\$ -						\$ -
46	equipment rental	Admin Costs	7/1/2018	6/30/2019	City of Pittsburg	administration 801-41202-2231	Los Medanos		N	\$ -						\$ -						\$ -
49	444 Railroad Avenue (Griego lease)	Miscellaneous	10/1/2006	9/30/2021	Jason and Lisa Griego 446 Railroad Ave. Pittsburg, CA 94565	lease 801-41370-2234	Los Medanos		N	\$ -						\$ -						\$ -
62	utilities-gas	Property Maintenance	7/1/2018	6/30/2019	PG&E	Successor Agency programs (properties owned) 801-41370-1391	Los Medanos	1,100	N	\$ 1,100			550			\$ 550			550			\$ 550
63	utlities-electric	Property Maintenance	7/1/2018	6/30/2019	PG&E	Successor Agency programs (properties owned) 801-41370-1392	Los Medanos	1,100	N	\$ 1,100			550			\$ 550			550			\$ 550
68	maintenance & repairs	Property Maintenance	7/1/2018	6/30/2019	TBD	Successor Agency programs (properties owned) 801-41370-2219	Los Medanos	10,000	N	\$ 10,000			5,000			\$ 5,000			5,000			\$ 5,000
69	property tax	Property Maintenance	7/1/2018	6/30/2019	Contra Costa Tax Assessor	Successor Agency programs (properties owned) 801-41372-2361	Los Medanos		N	\$ -						\$ -						\$ -
71	1999 RDA Bonds	Fees	11/3/1999	9/1/2030	BLX Group LLC Dept 34461 PO Box 39000 San Francisco, CA 94139	BLX Payments administrative fees- Fund 822	Los Medanos	3,800	N	\$ 3,800			1,900			\$ 1,900			1,900			\$ 1,900
81	utilities-water	Property Maintenance	7/1/2018	6/30/2019	City of Pittsburg Water Dept.	Successor Agency programs (properties owned) 801-41370-1394	Los Medanos		N	\$ -						\$ -						\$ -
105	2014 RDA Refunded Bonds	Refunding Bonds Issued After 6/27/12	7/1/2014	12/1/2029	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 833-41285-2303/04 (TAB 2014)	Los Medanos	34,006,375	N	\$ 825,125						\$ -				825,125		\$ 825,125
107	2014 RDA Refunded Bonds	Fees	6/25/2014	12/1/2029	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service fiscal agent fees/PFM Investment 833-41280-2318 (TAB 2014)		2,400	N	\$ 2,400			1,200			\$ 1,200			1,200			\$ 1,200
109	2014 RDA Refunded Bonds	Fees	6/25/2014	12/1/2029	BLX Group LLC Dept 34461 PO Box 39000 San Francisco, CA 94139	Payment for Disclosre and Arbitrage calculation services	Los Medanos	3,800	N	\$ 3,800			1,900			\$ 1,900			1,900			\$ 1,900
110	ECM v. Sucessor Agency - Judgment	Litigation	7/1/2004	6/30/2017	Meyers Nave 555 12th Street, Suite 1500 Oakland, California 94607	legal cost to defend the SA - ECM suit		569,693	N	\$ 569,693			569,693			\$ 569,693						\$ -
111	Administration	Admin Costs	7/1/2018	6/30/2019	City of Pittsburg	Administration 801-41202-xxxx Various Administrative Costs	Los Medanos	338,648	N	\$ 338,648					169,324	\$ 169,324				169,324		\$ 169,324
118	HSG TAB 2016A Refunding	Refunding Bonds Issued After 6/27/12	2/10/2016	12/31/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 845-41278-2303/2304 (HSG 2016A Refunding Bond)		12,079,848	N	\$ 207,736						\$ -				207,736		\$ 207,736
119	2016A RDA Refunding Bonds	Refunding Bonds Issued After 6/27/12	2/10/2016	12/31/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 834-41281-2303/2304 (2016A Refunding Bond)		162,367,875	N	\$ 6,004,250				3,002,125		\$ 3,002,125				3,002,125		\$ 3,002,125
120	2016B RDA Refunding Bonds	Refunding Bonds Issued After 6/27/12	2/10/2016	12/31/2019	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 835-41282-2303/2304 (2016B Refunding Bond)			N	\$ -						\$ -						\$ -
121	2016C RDA Refunding Bonds	Refunding Bonds Issued After 6/27/12	2/10/2016	12/31/2022	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 836-41270-2303/2304 (2016C Refunding Bond)		31,469,125	N	\$ 12,492,750				12,037,625		\$ 12,037,625				455,125		\$ 455,125
122	HSG TAB 2016A Refunding Bonds	Fees	2/10/2016	12/31/2030	BLX Group LLC Dept 34461 PO Box 39000 San Francisco, CA 94139	Payment for Disclosre and Arbitrage calculation services 845-41278-2318		3,600	N	\$ 3,600			1,800			\$ 1,800			1,800			\$ 1,800
123	2016A RDA Refunding Bonds	Fees	2/10/2016	12/31/2030	BLX Group LLC Dept 34461 PO Box 39000 San Francisco, CA 94139	Payment for Disclosre and Arbitrage calculation services 834-41281-2318		3,800	N	\$ 3,800			1,900			\$ 1,900			1,900			\$ 1,900
124	2016B RDA Refunding Bonds	Fees	2/10/2016	12/31/2019	BLX Group LLC Dept 34461 PO Box 39000 San Francisco, CA 94139	Payment for Disclosre and Arbitrage calculation services 835-41282-2318		3,600	N	\$ 3,600			1,800			\$ 1,800			1,800			\$ 1,800
125	2016C RDA Refunding Bonds	Fees	2/10/2016	12/31/2022	BLX Group LLC Dept 34461 PO Box 39000 San Francisco, CA 94139	Payment for Disclosre and Arbitrage calculation services 836-41270-2318		3,600	N	\$ 3,600			1,800			\$ 1,800			1,800			\$ 1,800

Pittsburg Recognized Obligation Payment Schedule (ROPS 19-20) - ROPS DetailJuly 1, 2019 through June 30, 2020(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 19-20 Total	19-20A (July - December)					19-20A Total	19-20B (January - June)					19-20B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
126	HSG TAB 2016A Refunding Bonds	Fees	2/10/2016	12/31/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	Debt Service Fiscal Agent Fees 845-41278-2318		2,300	N	\$ 2,300			1,150			\$ 1,150			1,150			\$ 1,150
127	2016A RDA Refunding Bonds	Fees	2/10/2016	12/31/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	Debt Service Fiscal Agent Fees 834-41281-2318		2,800	N	\$ 2,800			1,400			\$ 1,400			1,400			\$ 1,400
128	2016B RDA Refunding Bonds	Fees	2/10/2016	12/31/2019	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	Debt Service Fiscal Agent Fees 835-41282-2318		2,200	N	\$ 2,200			1,100			\$ 1,100			1,100			\$ 1,100
129	2016C RDA Refunding Bonds	Fees	2/10/2016	12/31/2022	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	Debt Service Fiscal Agent Fees 836-41270-2318		2,300	N	\$ 2,300			1,150			\$ 1,150			1,150			\$ 1,150
130	East Bay Regional Park District	Miscellaneous	9/7/1993	12/31/2030	East Bay Regional Park District 2950 Peralta Oaks Ct., Oakland, CA 94605	EBRPD/RDA Payment/Agreement to Assist Regional Facilities within the vicinity of Pittsburg			N	\$ -						\$ -						\$ -
131	Hsg TAB 2006A	Fees	12/14/2006	9/1/2037	BLX Group LLC Dept 34461 PO Box 39000 San Francisco, CA 94139	Payment for Disclosre and Arbitrage calculation services 844-41284-2318		1,300	N	\$ 1,300			650			\$ 650			650			\$ 650
132	Investment Advisory Services for Bond Reserves (1999 and 2014 Bonds)	Fees	7/1/2018	9/1/2030	Chandler Asset Management 6225 Lusk Blvd., San Diego, CA 92121	Payment for Investment Management Services (replaces PFM investment services)		10,820	N	\$ 10,820			5,410			\$ 5,410			5,410			\$ 5,410
133									N	\$ -						\$ -						\$ -
134									N	\$ -						\$ -						\$ -
135									N	\$ -						\$ -						\$ -
136									N	\$ -						\$ -						\$ -
137									N	\$ -						\$ -						\$ -
138									N	\$ -						\$ -						\$ -
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140									N	\$ -						\$ -						\$ -
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176									N	\$ -						\$ -						\$ -
177									N	\$ -						\$ -						\$ -
178									N	\$ -						\$ -						\$ -

Pittsburg Recognized Obligation Payment Schedule (ROPS 19-20) - Report of Cash Balances
July 1, 2016 through June 30, 2017
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see Cash Balance Tips Sheet .							
A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
				Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	
	ROPS 16-17 Cash Balances (07/01/16 - 06/30/17)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11				Comments
1	Beginning Available Cash Balance (Actual 07/01/16) RPTTF amount should exclude "A" period distribution amount						C1 and D1 Consist of Bond Reserves with trustee per indenture. F1 restated from prior ROPS cash balance consists of funds held with trustee (balances remaining from refunded bonds/realignment of funds to pay future debt service and reported as "other funding"
		2,671,770	12,551,357		24,198,773	0	
2	Revenue/Income (Actual 06/30/17) RPTTF amount should tie to the ROPS 16-17 total distribution from the County Auditor-Controller						F2 consists of lease, loan and interest income. G2 consists of RPTTF 16/17A Cycle funding. "Other" funds were used to fund 16/17B Cycle. D2 = movement of excess refunded bond reserves to new bond reserves
			435,826		750,549	22,364,622	
3	Expenditures for ROPS 16-17 Enforceable Obligations (Actual 06/30/17)						
		596,459			6,656,452	22,364,622	C3 consists of movement of excess to new bonds and interest earnings revenues
4	Retention of Available Cash Balance (Actual 06/30/17) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						Columns 4C, 4D - Restricted Reserve funds required by indenture. F4 consists of retention of funds held with fiscal agent for 2017/18 debt service in the amount of \$16,407,536 and other funds used for 17/18 ROPS and other obligations
		2,075,311	12,987,183		18,015,063	0	
5	ROPS 16-17 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 16-17 PPA form submitted to the CAC	No entry required					
6	Ending Actual Available Cash Balance (06/30/17) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)						
		\$ 0	\$ 0	\$ 0	\$ 277,807	\$ 0	

Pittsburg Recognized Obligation Payment Schedule (ROPS 19-20) - Notes July 1, 2019 through June 30, 2020

[illegible]



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

TO: Chair and Agency Members

FROM: Garrett D. Evans, Acting Executive Director

SUBJECT: Adoption of a Successor Agency Resolution Approving a Cooperative Funding Agreement Between the East Bay Regional Park District and the Successor Agency for the Redevelopment Agency of the City of Pittsburg

MEETING DATE: January 22, 2019

EXECUTIVE SUMMARY

The East Bay Regional Park District (the “District”) and the Successor Agency for the Redevelopment Agency of the City of Pittsburg (the “Successor Agency”) propose to enter into a Cooperative Funding Agreement (the “Agreement”) to ensure the completion of specific projects that the District and the City have collectively identified (the “Projects”), as listed in Exhibit A of the Agreement. The District and Successor Agency find mutual benefit in completing the Projects.

FISCAL IMPACT

The total funding for the Projects is approximately \$547,668.85; consisting of \$500,000 of Successor Agency funds (the “Funding Obligation”) and \$47,668.85 in earned interest. The total funding may slightly increase by the time the California State Department of Finance (“DOF”) completes its consideration of the Agreement. The Funding Obligation and earned interest at that time will be submitted to the Contra Costa County Auditor Controller (“CAC”) for disbursement to the District.

RECOMMENDATION

Successor Agency adopt the Resolution approving the Agreement.

BACKGROUND

The District and former Redevelopment Agency of the City of Pittsburg (the “Agency”) entered into a Fiscal Agreement dated September 7, 1993, in connection with an amendment to the Los Medanos Community Development Project (the “1993 Fiscal Agreement”). Pursuant to Section 2.4 of the 1993 Fiscal Agreement, the Agency agreed to provide financial assistance to the District in the amount of \$500,000.00, the Funding

Obligation, for improvements of regional facilities within Pittsburg or within the vicinity of Pittsburg. Under the terms of the 1993 Fiscal Agreement, the Agency and the District were required to enter into a separate agreement related to the improvements of regional facilities and funding for such improvements. However, pursuant to Section 2.4 of the 1993 Fiscal Agreement, if an agreement was not executed by the District and Agency by June 30, 2004, the Agency was required to deposit the Funding Obligation in an account where it will accrue interest. The total amount of interest accrued to date on the Funding Obligation is \$47,668.85 and will continue to accrue interest quarterly at the Local Agency Investment Fund rate until paid.

The California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4th 231, upheld, Assembly Bill x1 26 ("AB 26"). Pursuant to AB 26, all California redevelopment agencies were dissolved effective February 1, 2012. As added by AB 26, California Health and Safety Code Section 34173(b) provides that the authority, rights, powers, duties and obligations previously vested with the former redevelopment agencies are vested in the successor agencies. Assembly Bill 1484, enacted June 27, 2012, modified AB 26 ("AB 1484" and together with AB 26 the "Dissolution Law"). Pursuant to Section 34177.3(a) the Successor Agency may not create new Enforceable Obligations (as defined in Section 34171(d)(1) of the Dissolution Law) except in compliance with an Enforceable Obligation that existed prior to June 28, 2011.

The 1993 Fiscal Agreement is an Enforceable Obligation that existed prior to June 28, 2011. The District and the Successor Agency intend that the Agreement will constitute the separate agreement regarding the improvements to regional facilities and funding for such improvements pursuant to Section 2.4 of the 1993 Fiscal Agreement.

SUBCOMMITTEE FINDINGS

Not Applicable

STAFF ANALYSIS

The DOF and the CAC have determined that the Successor Agency's payment of the Funding Obligation and accrued interest do not need to be reflected on the Recognized Obligation Payment Schedule because it is considered a form of a pass-through payment.

The Funding Obligation and accrued interest were already approved by the execution of the 1993 Fiscal Agreement. Approval of this Agreement satisfies the requirement of Section 2.4 of the 1993 Fiscal Agreement by listing the Projects that the District and Successor Agency have identified for completion.

Upon receiving DOF approval of the Agreement, the Successor Agency will submit the Funding Obligation and accrued interest at that time to the CAC for disbursement to the District.

ATTACHMENTS: Resolution
Cooperative Funding Agreement
1993 Fiscal Agreement

Garrett D. Evans, Acting Executive Director

Report Prepared By:

Maria M. Aliotti, Director of Community Services

BEFORE THE SUCCESSOR AGENCY FOR THE REDEVELOPMENT AGENCY OF
THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Successor Agency Resolution Approving)
A Cooperative Funding Agreement Between the East)
Bay Regional Park District and the Successor Agency) RESOLUTION NO. 19-
For the Redevelopment Agency of the City of Pittsburgh)

The Successor Agency for the Redevelopment Agency of the City of Pittsburgh
DOES RESOLVE as follows:

WHEREAS, the East Bay Regional Park District (the "District") and the former Redevelopment Agency of the City of Pittsburgh (the "Agency") entered into a Fiscal Agreement dated September 7, 1993, in connection with an amendment to the Los Medanos Community Development Project (the "1993 Fiscal Agreement"); and

WHEREAS, pursuant to Section 2.4 of the 1993 Fiscal Agreement, the Agency agreed to provide financial assistance to the District in the amount of \$500,000.00 (the "Funding Obligation") for improvements of regional facilities within Pittsburgh or within the vicinity of Pittsburgh; and

WHEREAS, under the terms of the 1993 Fiscal Agreement, the Agency and the District were required to enter into a separate agreement related to the improvements of regional facilities and funding for such improvements; and

WHEREAS, pursuant to Section 2.4 of the 1993 Fiscal Agreement, if an agreement was not executed by the District and Agency by June 30, 2004, the Agency was required to deposit the Funding Obligation in account where it will accrue interest. To date, the total amount of interest accrued on the Funding Obligation is \$47,668.85 and will continue to accrue interest quarterly at the Local Agency Investment Fund rate until paid; and

WHEREAS, the California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4th 231, upheld, Assembly Bill x1 26 ("AB 26"). Pursuant to AB 26, all California redevelopment agencies were dissolved effective February 1, 2012; and

WHEREAS, as added by AB 26, California Health and Safety Code Section 34173(b) provides that the authority, rights, powers, duties and obligations previously vested with the former redevelopment agencies are vested in the successor agencies. Assembly Bill 1484, enacted June 27, 2012, modified AB 26 ("AB 1484" and together with AB 26 the "Dissolution Law"); and

WHEREAS, pursuant to Section 34177.3(a) the Successor Agency may not create new Enforceable Obligations (as defined in Section 34171(d)(1) of the Dissolution Law) except in compliance with an Enforceable Obligation that existed prior to June 28, 2011; and

WHEREAS, the 1993 Fiscal Agreement is an Enforceable Obligation that existed prior to June 28, 2011; and

WHEREAS, the District and the Successor Agency intend that the Agreement will constitute the separate agreement regarding the improvements to regional facilities and funding for such improvements pursuant to Section 2.4 of the 1993 Fiscal Agreement.

NOW, THEREFORE, the Successor Agency for the Redevelopment Agency of the City of Pittsburgh finds and determines as follows:

Section 1.

All the recitals above are true and correct and incorporated herein.

Section 2.

The Successor Agency hereby adopts the Resolution approving the Agreement.

Section 3.

The Acting Executive Director is hereby authorized to execute the Agreement and to execute such other documents and take such further actions as may be necessary or appropriate to carry out the Successor Agency's obligations pursuant to this Resolution.

Section 4.

The Agency Secretary shall certify to the adoption of this Resolution.

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Successor Agency for the Redevelopment Agency of the City of Pittsburgh at a regular meeting on the 22nd day of January 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

COOPERATIVE FUNDING AGREEMENT BETWEEN THE EAST
BAY REGIONAL PARK DISTRICT AND THE SUCCESSOR AGENCY
FOR THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG
RELATED TO FUNDS FOR TRAIL IMPROVEMENTS

This Cooperative Funding Agreement (this "Agreement") is entered into on the _____ day of _____, 2019, by and between the East Bay Regional Park District, a California special district (the "District"), and the Successor Agency for the Redevelopment Agency of the City of Pittsburg (the "Successor Agency"), as successor in interest to the Redevelopment Agency of the City of Pittsburg (the "Redevelopment Agency"). The Successor Agency and the District are each referred to individually in this Agreement as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District and the Redevelopment Agency entered into that certain Fiscal Agreement dated September 7, 1993, in connection with an amendment to the Los Medanos Community Development Project (the "1993 Fiscal Agreement"); and

WHEREAS, under Section 2.4 of the 1993 Fiscal Agreement, the Redevelopment Agency agreed to provide financial assistance to the District in the amount of \$500,000.00 (the "Funding Obligation") for improvements of regional facilities within the City of Pittsburg or within the vicinity of the City; and

WHEREAS, pursuant to the terms of the 1993 Fiscal Agreement, the Redevelopment Agency and the District are required to enter into a separate agreement related to the improvements of regional facilities and funding for such improvements; and

WHEREAS, under Section 2.4 of the 1993 Fiscal Agreement, if an agreement was not entered into by June 30, 2004, the Redevelopment Agency is required to deposit the Funding Obligation in an account where it would accrue interest; and

WHEREAS, as of the date of this Agreement the total amount of interest accrued on the Funding Obligation equals \$[INSERT AMOUNT] and will continue to accrue interest quarterly at the Local Agency Investment Fund (LAIF) rate until paid; and

WHEREAS, the California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4th 231, upheld, Assembly Bill x1 26 ("AB 26"); and

WHEREAS, pursuant to AB 26, all California redevelopment agencies were dissolved effective February 1, 2012; and

EBRPD Trail Improvements

WHEREAS, as added by AB 26, California Health and Safety Code Section 34173(b) provides that the authority, rights, powers, duties and obligations previously vested with the former redevelopment agencies are vested in the successor agencies; and

WHEREAS, Assembly Bill 1484, enacted June 27, 2012, modified AB 26 ("AB 1484" and together with AB 26 the "Dissolution Law"); and

WHEREAS, pursuant to Section 34177.3(a) the Successor Agency may not create new Enforceable Obligations (as defined in Section 34171(d)(1) of the Dissolution Law) except in compliance with an Enforceable Obligation that existed prior to June 28, 2011; and

WHEREAS, the 1993 Fiscal Agreement is an Enforceable Obligation that existed prior to June 28, 2011; and

WHEREAS, the Parties intend that this Agreement will constitute the separate agreement regarding the improvements to regional facilities and funding for such improvements pursuant to Section 2.4 of the 1993 Fiscal Agreement; and

WHEREAS, the District has proposed improvements to regional facilities specified in Exhibit A, attached to and incorporated into this Agreement (the "Project"); and

WHEREAS, on [INSERT DATE], the Contra Costa Countywide Oversight Board adopted Resolution [INSERT], approving this Agreement; and

WHEREAS, the California State Department of Finance and the County Auditor Controller's Office determined that the Successor Agency's payment of this Funding Obligation does not need to be reflected on the Recognized Obligation Payment Schedule because it is considered a form of a pass-through payment; and

WHEREAS, the District and the Successor Agency find mutual benefit in completing the Project and find that it is mutually desirable that the District complete or cause the completion of the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION I. Recitals

The above recitals are true and correct and form, in part, the basis for this Agreement.

SECTION II. District's Obligations

A. Once the Funding Obligation has been received by the District, the District shall complete or cause the completion of the Project, which includes but is not limited to the development of contract documents, bidding, selection of a qualified consultant, contract management, construction of the Project, and acceptance of Project.

B. To the extent required by applicable law, the District shall pay or cause to be paid prevailing rates of wages for the completion of the Project, and shall comply with all applicable local, federal and state labor standards and prevailing wage provisions. The District shall indemnify, defend (with counsel reasonably acceptable to the Successor Agency) and hold harmless the Successor Agency from and against any claims, losses, liabilities, damages (direct or consequential), compensation, fines, penalties, causes of action, administrative and judicial proceedings and orders, judgments, remedial action or requirements, enforcement actions of any kind, and all costs and expenses incurred therewith (including but not limited to attorneys' fees and costs) arising out of the failure or alleged failure of any person or entity (including the District, its contractors and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Section 1720, *et seq.*, and implementing regulations, or to comply with the other applicable provisions of Labor Code Section 1720, *et seq.*, and implementing regulations, in connection with the seal coating and trail re-route portions of the Project, including without limitation any rules relative to apprentices.

SECTION III. Successor Agency's Obligations

A. In no event shall the Successor Agency's total payments due to the District under this Agreement exceed \$500,000, plus interest.

SECTION IV. Waiver and Satisfaction of Performance

A. The District knowingly and voluntarily releases and forever discharges, to the full extent permitted by law, the Successor Agency, its officers, officials, employees, agents and volunteers, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, including attorneys' fees, and compensation whatsoever, in connection with the Redevelopment Agency's obligation, pursuant to Section 2.4 of the 1993 Fiscal Agreement, to deposit \$500,000.00 in an interest bearing account on or before July 1, 2004. Except as expressly modified by this Agreement, the 1993 Fiscal Agreement shall continue in full force and effect according to its terms.

B. The Successor Agency's performance of its obligations under this Agreement shall satisfy, in full, all outstanding Successor Agency obligations pursuant to

Section 2.4 of the 1993 Fiscal Agreement, regarding assistance with improvements to regional facilities.

SECTION V. Indemnification

- A. The District agrees to defend, indemnify and hold harmless the Successor Agency, its Board of Directors, officers, officials, agents, employees and assigns from and against any and all loss, damage, liability, claims, suits, costs and expenses whatsoever, including court costs and reasonable attorneys' fees, from and against any loss, damage, liability, claims, suits, costs and expenses or other claim for damages based upon or otherwise arising out of the District's performance of the terms of this Agreement, except as caused by the sole or gross negligence of the Successor Agency, its Board of Directors, officers, officials, agents, employees or assigns.
- B. The Successor Agency agrees to defend, indemnify and hold harmless the District, its Board of Directors, officers, officials, agents, employees and assigns from and against any and all loss, damage, liability, claims, suits, costs and expenses whatsoever, including court costs and reasonable attorneys' fees, from and against any loss, damage, liability, claims, suits, costs and expenses or other claim for damages based upon or otherwise arising out of the Successor Agency's performance of the terms of this Agreement, except as caused by the sole or gross negligence of the District, its Board of Directors, officers, officials, agents, employees or assigns.

SECTION VI. General Provisions

- A. Modification. This Agreement may be amended only upon mutual written agreement of the Parties.
- B. No Joint Venture. The Successor Agency and the District hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the Successor Agency and the District.
- C. Notices. Notices regarding this Agreement shall be sent by first class mail, postage prepaid, to:

DISTRICT:
East Bay Regional Park District
Attn: General Manager
P. O. Box 5381
Oakland, CA 94605-0381

SUCCESSOR AGENCY:
Successor Agency for the
Redevelopment Agency of the
City of Pittsburg
Attn: Executive Director
65 Civic Avenue
Pittsburg, CA 94565

- D. Term. The term of this Agreement commences on the date first written above and shall remain in full force and effect until the Project is complete.
- E. Entire Agreement; Construction. This Agreement contains the entire agreement and understandings concerning the subject matter between the Parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, whether written or oral. Both Parties have had an equal opportunity to participate in the drafting of this Agreement. The usual construction of an agreement as to the drafting party shall not apply to this Agreement.
- F. Governing Law; Venue. This Agreement shall be interpreted and enforced under the laws of the State of California. Any action arising out of this Agreement shall be brought in Contra Costa County, California, regardless of where else venue may lie.
- G. Severability. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).
- H. Counterparts. This Agreement may be executed in counterparts and so executed shall constitute an agreement binding on all the Parties hereto notwithstanding that all the Parties are not signatories to the original or the same counterpart.

SIGNATURES ON FOLLOWING PAGE.

EBRPD Trail Improvements

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized as of the day, month, and year first written above.

SUCCESSOR AGENCY FOR THE
REDEVELOPMENT AGENCY OF
THE CITY OF PITTSBURG

EAST BAY REGIONAL PARK DISTRICT

By: _____
Garrett D. Evans, Interim Executive
Director

By: _____
Robert E. Doyle, General Manager

Attest:

Alice Evenson, Agency Secretary

Approved as to form:

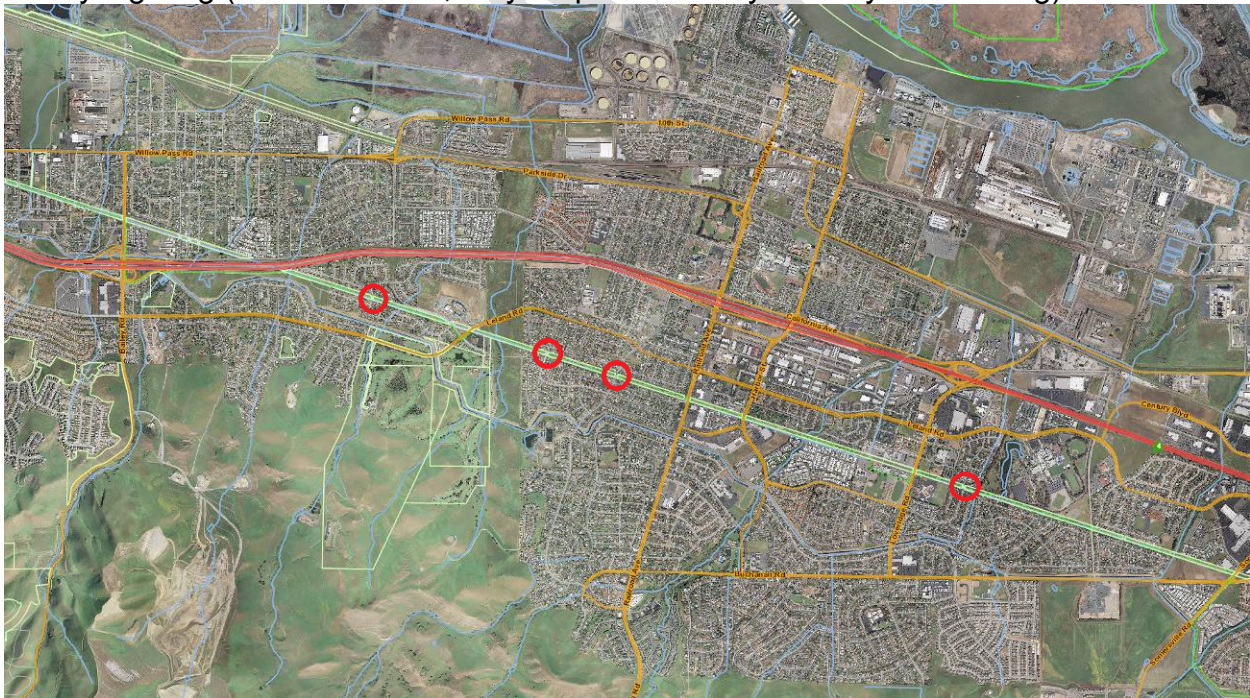
Donna Mooney, Agency General Counsel

Exhibit A

USE OF SUCCESSOR AGENCY FUNDS FOR TRAIL IMPROVEMENTS

Item	Cost
Safety Lighting (4 Intersections, may be performed by the City of Pittsburg)	\$100,000.00
Pavement Rehabilitation and Maintenance on Entire Delta De Anza Trail in Pittsburg (Standard Oil Avenue to Bailey Road)	\$210,000.00
Black Diamond Mines/Sky Ranch Trails Development & Improvements	\$237,668.85
Estimated Total	\$547,668.85

Safety Lighting (4 Intersections, may be performed by the City of Pittsburg)

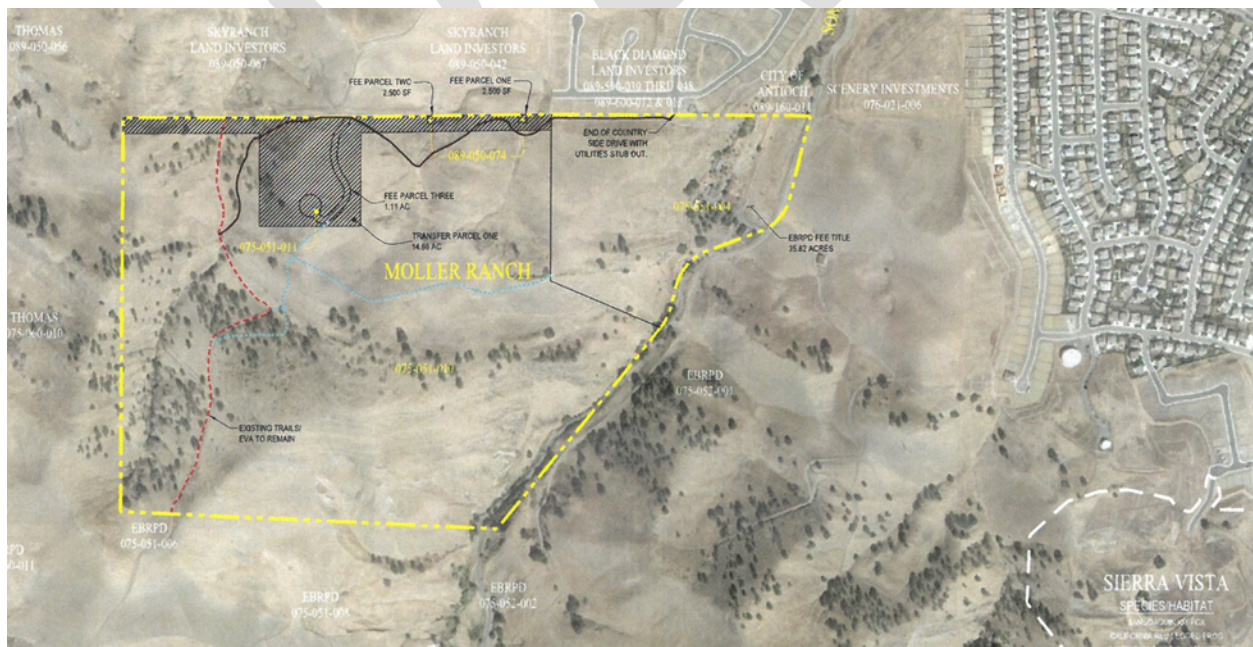


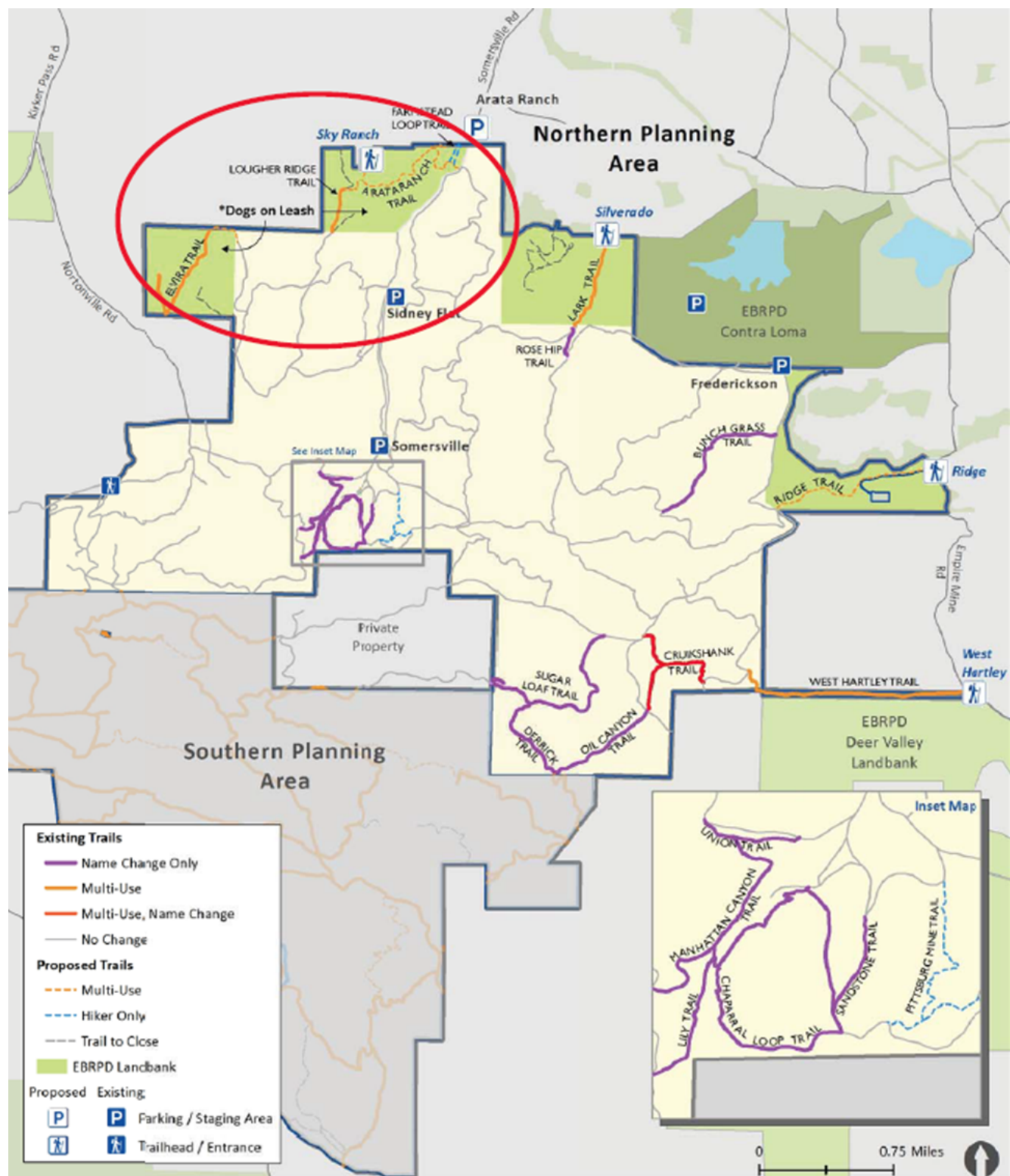
EBRPD Trail Improvements

Pavement Rehabilitation and Maintenance on Entire Delta De Anza Trail in Pittsburg (Standard Oil Avenue to Bailey Road)



Black Diamond Mines/Sky Ranch Trails Development & Improvements





DRAFT FIGURE 14: PUBLIC ACCESS: NORTHERN PLANNING AREA

**FISCAL AGREEMENT
BETWEEN
THE REDEVELOPMENT AGENCY OF THE
CITY OF PITTSBURG AND THE CONTRA COSTA COUNTY
EAST BAY REGIONAL PARK DISTRICT**

This Fiscal Agreement (the "Agreement") is entered into pursuant to Health & Safety Code Section 33401(b), by and between the Redevelopment Agency of the City of Pittsburg (the "Agency") and the East Bay Regional Park District (the "District") (collectively, the "Parties") and is executed as of the 7th day of September, 1993, with reference to the following facts:

A. These Recitals refer to and utilize certain capitalized terms which are defined in Article 1 of this Agreement. The parties intend to refer to those definitions in connection with the use thereof in this Agreement.

B. The Agency has prepared and the City Council has adopted the Amended Plan which expands the Agency's financial resources to assist in redeveloping the Project Area and adds certain territories to the Project Area.

C. Pursuant to (1) Section 16 of Article XVI of the constitution of the State of California, (2) Health and Safety Section 33670 et seq., and (3) the Amended Plan, the Agency is entitled to receive Tax Increment Revenue to pay the principal of and interest on loans of, monies advanced to, or indebtedness incurred by, the Agency to finance, in whole or in part, redevelopment in accordance with the Amended Plan.

D. The District is a taxing agency with territory located within the Project Area and has concerns over the potential negative impact of the Amended Plan on its financial situation.

E. A fiscal review committee was convened for the Amended Plan pursuant to Health and Safety Code Section 33353 and meetings were held that were attended by the Parties and other affected taxing entities.

F. The fiscal review committee determined, and the Agency has found that, but for the fiscal mitigation measures set forth in this Agreement, the Project undertaken pursuant to the Amended Plan would create a financial burden or detriment on the District as defined in Health and Safety Code Section 33012 by requiring an increase in the level of the District's services and capital facilities.

G. In consideration of this Agreement determining the obligations of the Agency with respect to the Project and the Amended Plan, the District is foregoing the right to contest the adoption of the Amended Plan.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

The following general definitions shall govern this Agreement:

1.1 "Agency" means the Redevelopment Agency of the City of Pittsburg.

1.2 "Amended Plan" means the Third Amendment to the Community Development Plan for the Los Medanos Community Development Project, which has been prepared by the Agency and adopted by the City Council by Ordinance No. 93-1063, June 7, 1993, and includes as a part thereof the Amended and Restated Community Development Plan for the Los Medanos Community Development Project.

1.3 "Bond Override Funds" means the portion of the taxes in excess of the amount identified in Health and Safety Code Section 33670(a) from a designated area which are attributable to a tax rate levied by the District pursuant to Measure AA approved by the voters in November of 1988 for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and interest on, any bonded indebtedness for the acquisition and improvement of real property.

1.4 "Chevron Subarea" means that portion of the Project Area shown as the "Chevron Subarea" on the attached Exhibit A and described on the attached Exhibit B.

1.5 "City" means the City of Pittsburg, California.

1.6 "City Council" means the City Council of the City of Pittsburg, California.

1.7 "Community Redevelopment Law" means the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.).

1.8 "District" means the East Bay Regional Park District.

1.9 "District Share" means the proportionate percentage share of the Tax Increment Revenue that the District would have received as property taxes from the respective subareas of the Project Area at the time of the effective date of this Agreement if there were no provision in the Amended Plan for the division of taxes pursuant to Health & Safety Code Section 33670 et seq. The Parties acknowledge and agree that for ease of administering this Agreement and for purposes of this Agreement, the District's Share for the Chevron, Northeast, Willow Pass and Southwest Subareas shall be 3.71%.

1.10 "Existing Bond Issues" means the following bonds issued by the District prior to the date of this Agreement or bonds issued hereafter to refund or refinance such bonds:

- a. East Bay Regional Park District General Obligation Bonds, Series 1989A, in the principal amount of \$45,000,000; and
- b. East Bay Regional Park District General Obligation Bonds, Series 1992B, in the principal amount of \$60,000,000.

1.11 "Los Medanos Core Subarea" means that portion of the Project Area shown as the "Los Medanos Core Area" on the attached Exhibit A and described on the attached Exhibit C.

1.12 "Los Medanos 2 Subarea" means that portion of the Project Area shown as the "Los Medanos 2 Subarea" on the attached Exhibit A and described on the attached Exhibit D.

1.13 "Northeast Subarea" means that portion of the Project Area shown as the "Northeast Subarea" on the attached Exhibit A and described on the attached Exhibit E.

1.14 "Parties" means the Agency and the District.

1.15 "Project" means the program of redevelopment to be undertaken by the Agency in the Project Area pursuant to the provisions of the Amended Plan and the Community Redevelopment Law.

1.16 "Project Area" means the Los Medanos Community Development Project Area of the Amended Plan. The Project Area encompasses the Los Medanos Core Subarea, the Los Medanos 2 Subarea, the Southwest Subarea, the Chevron Subarea, the Northeast Subarea and the Willow Pass Subarea.

1.17 "Project Area Assessed Valuation" for a given Fiscal Year means the assessed valuation of Project Area property as determined by the County Auditor-Controller in calculating Tax Increment Revenue payable to the Agency for that Fiscal Year.

1.18 "Southwest Subarea" means that portion of the Project Area shown as the "Southwest Subarea" on the attached Exhibit A and described on the attached Exhibit F.

1.19 "Tax Increment Revenue" means those taxes allocated to and received by the Agency pursuant to Health and Safety Code Section 33670 et seq. from increases in assessed valuation of the property in the Project Area above the valuation shown on the assessed valuation roll last equalized prior to the date of adoption of the City ordinances adopting the Amended Plan less any Bond Override Funds.

1.20 "Willow Pass Subarea" means that portion of the Project Area shown as the "Willow Pass Subarea" on the attached Exhibit A and described on the attached Exhibit G.

ARTICLE 2 PAYMENTS TO THE DISTRICT

2.1 Payments to the District Based on Annual Inflation Factor for the Chevron, Northeast, Southwest and Willow Pass Subareas. The Agency shall pay, during the period commencing with Fiscal Year 1994-95 and ending in Fiscal Year 2032-2033, to the District, one hundred percent (100%) of the District Share of the real property tax revenues, if any, that are attributable to increases in the assessed value of the taxable real property in the Chevron, Northeast, Southwest and Willow Pass Subareas of the Project Area, as the assessed value is established by the assessment roll last equalized prior to the effective date of City's ordinance adopting the Amended Plan ("base year assessed valuation"), which increases are calculated annually pursuant to subdivision (f) of Section 110.1 of the Revenue and Taxation Code. The Parties understand and agree that such amount shall be paid by the Agency to the District in exchange for the amount of real property tax revenues that would have been allocated to the District had the District made the election pursuant to Health and Safety Code Section 33676(a)(2) with respect to the Chevron, Northeast, Southwest and Willow Pass Subareas. The base year assessed valuation (subject to verification by County Auditor-Controller) for each Subarea is as follows:

<u>Subarea</u>	<u>Base Year Assessed Valuation</u>
Chevron	\$ 4,762,458
Northeast	\$644,549,511
Southwest	\$ 4,905,484
Willow Pass	\$ 13,169,232

2.2 Payments to the District Other Than Those Based on Annual Inflation Factor and Bond Override Funds. Commencing with Fiscal Year 1994-95 and continuing until Fiscal Year 2032-2033, the Agency shall pay to the District fifty-five percent (55%) of the District's Share of Tax Increment Revenue generated from the Chevron, Northeast, Southwest and Willow Pass Subareas less the amounts paid for such Fiscal Year from such Subareas pursuant to Section 2.1.

2.3 Payments to District Based on Bond Override Funds.

The Agency shall make the payments described below to the District from Bond Override Funds and the District agrees that all payments received pursuant to this Section 2.3 shall be used to assist with improvements of regional facilities within the Pittsburgh area.

(a) Payments Relating to Chevron, Northeast, Southwest and Willow Pass Subareas and the New Bond Issuances. Commencing with Fiscal Year 1994-95 and continuing until Fiscal Year 2032-2033, the Agency shall pay to the District (i) eighty percent (80%) of Bond Override Funds generated from the Chevron, Northeast, Southwest and Willow Pass Subareas for repayment of the Existing Bond Issues; and (ii) eighty percent (80%) of Bond Override Funds generated from the Project Area for repayment of bonds which have not been issued as of the date of this Agreement.

(b) Payments Relating to Los Medanos Core and Los Medanos 2 Subareas. Commencing with Fiscal Year 2004-2005 and continuing until the earlier to occur of (i) Fiscal Year 2032-2033 or (ii) retirement of the Existing Bond Issues, the Agency shall pay to the District eighty percent (80%) of the Bond Override Funds generated from the Los Medanos Core and Los Medanos 2 Subareas for repayment of the Existing Bond Issues.

2.4 Payments to Assist Regional Facilities. The Agency agrees to assist the District with improvements of regional facilities within the City of Pittsburgh or within the vicinity of Pittsburgh in the amount of Five Hundred Thousand Dollars (\$500,000). The Agency and District agree that this money will be paid to the District no later than Fiscal Year 2004-2005 as a

lump sum and that staff of the Agency and District will negotiate an agreement identifying such regional project(s) by December 31, 2003. As a material inducement for the approval of this Agreement, the District agrees to make a good faith effort to include the purchase of land, to be used as permanent open space, in or near southern Pittsburg, as a high priority project for the District and for the use of all or a portion of the Five Hundred Thousand Dollars (\$500,000) to be provided by the Agency in this Section 2.4.

If the Agency and District negotiate an agreement relating to the Five Hundred Thousand Dollars (\$500,000) in improvements prior to December 31, 2003 and the District undertakes identified projects prior to July 1, 2004, the District will advance the funding for the project to the Agency. Any funds so advanced shall earn interest at the interest rate then-in-effect for the State of California Local Agency Investment Fund or successor fund ("LAF"), adjusted each year to the interest rate then-in-effect for LAF. The advanced principal and accrued interest will be repaid by the Agency to the District no later than July 31, 2004, with the principal amount to be repaid from the Agency's Five Hundred Thousand Dollars (\$500,000) obligation under this Section 2.4 and the accrued interest to be paid from other Agency funds.



If an agreement is not entered into by June 30, 2004, the Agency shall deposit the Five Hundred Thousand Dollars (\$500,000) on July 1, 2004, in an account with the minimum interest rate then in effect for LAF, adjusted each year to the interest rate then in effect for LAF, where it shall remain until an agreement between the Agency and District regarding use of the funds is reached. The principal and interest in the account shall be distributed to the District within 30 days after execution of the above agreement.

"Improvements" is defined as acquisition, development, operations and maintenance of regional facilities for purposes of Sections 2.3 and 2.4.

2.5 Time of Payment. The Agency shall make the payments required pursuant to Sections 2.1, 2.2 or 2.3 for a given Fiscal Year within sixty (60) days of receipt by the Agency of the last installment of Tax Increment Revenue for such Fiscal Year. Each payment made by the Agency shall be accompanied by a statement setting forth in reasonable detail the basis on which the determination of the amount of payment has been made.

2.6 Limitation on Payments. Notwithstanding any other provision of this Agreement, no payments shall be made to the

District, if (a) the payment made to the District by the Agency pursuant to this Article 2 for any given Fiscal Year shall exceed the amount that the District would otherwise receive from property taxes, including Bond Override Funds, from the Project Area for that given Fiscal Year had the Amended Plan not provided for the division of taxes pursuant to Health and Safety Code Section 33670; or (b) the receipt of the payment would cause the District to exceed its expenditure limitations under Article XIII B of the California Constitution; or (c) the payment would be contrary to the provisions of Health and Safety Code Section 33401 or violate any other provisions of law. Any excess amounts under this Section 2.6 shall be retained by the Agency for distribution, in the Agency's sole discretion, for the purposes of paying indebtedness incurred by the Agency in carrying out the Amended Plan.

2.7 Effect of Change in Financing System. If there are any changes in State law after the date of this Agreement which alter the process of allocating Tax Increment Revenue or the calculation of the Tax Increment Revenue, the Parties agree to negotiate in good faith to revise this Agreement so that the basic goals of providing the Agency and the District with viable funding levels will be preserved. The operative concerns in this negotiation shall be that funding for Project implementation shall be preserved, that the District shall not suffer a net revenue loss, and that the District suffer no net loss of its Bond Override Funds, bearing in mind that the Agency's efforts create additional assessed valuation that would not exist absent the Agency's efforts.

2.8 Priority of Agency's Obligations. The obligation of the Agency to make payments pursuant to Sections 2.1, 2.2, 2.3 and 2.4 of this Agreement shall be subordinate to the Agency's obligation to make payments of principal, interest or other amount on or in connection with bonds, notes or other indebtedness issued by the Agency to finance the implementation of the Amended Plan. An Agency obligation to make payments, pursuant to a reimbursement agreement or similar agreement, or to reimburse or otherwise compensate a person or entity who has or is obligated to make payments of principal, interest or other amounts on bonds, notes or other indebtedness issued by the Agency to finance the implementation of the Amended Plan shall be deemed to be an obligation in connection with such bonds, notes or other indebtedness for purposes of this Agreement.

The purpose of this subordination provision is solely to enable the Agency to use payments due to the District as debt service coverage for bonds, notes or other indebtedness that the Agency may issue or encumber. If, however, as a result of such

subordination, the Agency is unable to make any payment to the District when due, such payment deficit shall thereafter be repaid with interest. Any such payment deficit shall bear interest from the date due to the date of payment at the lesser of (a) the reference rate charged by Wells Fargo Bank N.A., San Francisco, from time to time, or (b) the maximum rate permitted by law.

2.9 Section 33676 Election Superseded. The District acknowledges that this Agreement supersedes any purported right to election under Health and Safety Code Section 33676 with respect to the Amended Plan or predecessor redevelopment plans. The District shall not make any election pursuant to Health and Safety Code Section 33676, and this Agreement supersedes any election previously made or purported to be made by the District pursuant to Health and Safety Code Section 33676. Any such election or purported election shall be null and void. The District shall take any action required by the County Auditor-Controller or other responsible County official required to rescind any such prior election and to notify the County Auditor-Controller or other responsible County official that the District has elected not to receive any amounts pursuant to Health and Safety Code Section 33676. The District shall receive no payment of Tax Increment Revenue other than as provided in this Agreement.

2.10 Indebtedness of the Agency. The payments to be made pursuant to this Article 2 shall constitute an indebtedness of the Agency incurred in carrying out the Project and a pledge of Tax Increment Revenue from the Project to repay such indebtedness under the provisions of Article XVI, Section 16 of the Constitution of the State of California and under the Community Redevelopment Law.

ARTICLE 3 GENERAL PROVISIONS

3.1 Elimination of Financial Burden; No Contest of Plan. The District acknowledges and agrees that the payments to be made and the actions to be undertaken by the Agency pursuant to this Agreement will effectively eliminate any financial burden or detriment that would otherwise be caused by the adoption of the Amended Plan and implementation of the Project. In consideration of such payments and actions, the District agrees to forgo any right or remedy the District may have in law or equity to contest the preparation, adoption, or validity of the Amended Plan (including, without limitation, any right or remedy pursuant to the California Environmental Quality Act) and the implementation of the Project contemplated to be undertaken pursuant to the

Plan. Following termination, neither of the Parties shall have any further rights or obligations under this Agreement.

The District acknowledges and agrees that, following satisfaction of all other obligations of the Agency under the Amended Plan, the City and the Agency may cause expiration of the Amended Plan prior to the currently contemplated date for such expiration.

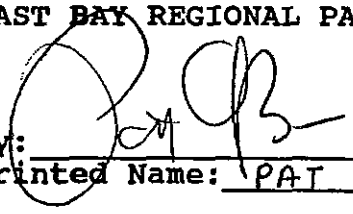
3.6 State Law. This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of California.

3.7 Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party shall pay all costs incurred by the prevailing Party, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DISTRICT:

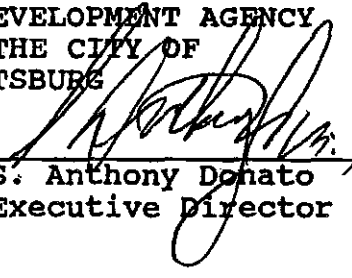
EAST BAY REGIONAL PARK DISTRICT

By: 

Printed Name: PAT O'BRIEN

AGENCY:

REDEVELOPMENT AGENCY
OF THE CITY OF
PITTSBURGH

By: 

S. Anthony Donato
Executive Director



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

TO: Mayor and Council Members

FROM: Garrett Evans, Acting City Manager

SUBJECT: Adoption of a City Council Resolution Establishing the Maximum Number of Condominium Conversions for Calendar Year 2019

MEETING DATE: January 22, 2019

EXECUTIVE SUMMARY

Section 17.44.070 of the Pittsburg Municipal Code (PMC), limits the number of apartments that can be converted annually to condominiums to an amount established by the City Council at the beginning of each calendar year. If approved by Council, the proposed resolution would establish the maximum number of condominium conversions for the year 2019.

FISCAL IMPACT

There is no fiscal impact associated with the establishment of the maximum number of condominium conversions for the year 2019.

RECOMMENDATION

City Council adopt the attached resolution allowing a maximum of 493 apartment units to be converted to condominiums in 2019.

BACKGROUND

In 1986, the City Council adopted Ordinance No. 86-897, amending the subdivision ordinance (PMC Title 17) to limit the number of rental units that may be converted annually to individually owned condominiums. Pursuant to that ordinance and current PMC section 17.44.070, the number of units eligible for conversion shall be established by the City Council at the beginning of each calendar year.

In 2013, the City Council established a policy of allowing conversion of a maximum of 10 percent of the City's rental housing stock (4,570 eligible rental units existed at the time, leaving 457 units eligible for conversion) from rental to for-sale units. No units were converted in 2013, and no condo conversions have occurred since then.

Each year following 2013, the City Council has elected to retain the 10 percent maximum conversion rate. Since 2013, 362 new multi-family units were constructed (132 units in 2016 for San Marco Villas II, and 230 units in 2017 for Stoneman Apartments). Therefore, as of December 31, 2018, the total number of multifamily rental units eligible to be converted to condominiums is at 4,932.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Staff recommends a continued policy of allowing up to 10 percent of rental units without pre-existing final or tentative condominium maps to be converted to condominiums in any one year. Based on the total number of eligible multi-family rental units currently existing within the city (4,932), this continued policy would allow a maximum of 493 rental units to be converted to condominium units during the 2019 calendar year.

ATTACHMENTS

Resolution

Report Prepared By: Celina Palmer, Planning Technician

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution to)
Establish the Maximum Number of)
Condominium Conversions for Calendar)
Year 2019, in Accordance with Section)
17.44.070 of the Pittsburgh Municipal Code)

RESOLUTION NO. 19-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, Pittsburgh Municipal Code section 17.44.070 provides in part that the maximum number of apartment units that may be approved for condominium conversion in any one calendar year shall be limited to a number established by City Council resolution at the beginning of that same calendar year; and,

WHEREAS, based on the above, the City Council wishes to establish the maximum number of units that may be approved for conversion to condominiums during the 2019 calendar year; and,

WHEREAS, City staff has determined that as of January 1, 2019, there are 4,932 rental units in buildings of two or more units in the City that are not covered by pre-existing final condominium maps.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated.

Section 2. In accordance with section 17.44.070 of the Pittsburgh Municipal Code, the maximum number of apartment units that may be approved for conversion to condominiums during the 2019 calendar year shall be limited to 493 units.

Section. 3. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 22nd day of January 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, Acting City Manager

SUBJECT: Adoption of a City Resolution to Approve a Lease Agreement by the City of Pittsburg and Rocky's Deli, LLC. at 1005 Center Drive

MEETING DATE: January 22, 2019

EXECUTIVE SUMMARY

Request for adoption of a City Council resolution approving the attached Lease Agreement with Mr. Cornelio Balingit dba Rocky's Deli, LLC. ("Rocky's") for the operation of a café/coffeehouse at 1005 Center Drive ("Premises").

FISCAL IMPACT

The Lease is for five years, commencing April 1, 2019 and expiring March 31, 2024 (Initial Term). The monthly lease payments will be \$500 for the initial year of the Initial Term of the lease and shall increase by 3% per annum beginning in year two. The Tenant shall also pay the common area maintenance costs, which are currently calculated to be \$43.00 per month.

RECOMMENDATION

Approve the Lease Agreement with Rocky's Deli for the Premises and authorize the Acting City Manager to complete any additional tasks required to carry out the obligations of the Resolution and execute additional documents as may be necessary.

BACKGROUND

The Pittsburg Public Library located at 80 Power Avenue includes café a coffeehouse consisting of 1,280 square feet of interior space and an additional 910 square feet of outdoor dining (collectively, the "Premises"). The Premises has had two operators since 2013 and was most recently vacated in October 2018. Staff has been actively marketing the space for a new tenant and began discussions in November 2018 with Mr. Cornelio Balingit for occupancy of the Premises.

Mr. Balingit is the Executive Chef and Proprietor of The Hideout Restaurant in Lafayette, and just recently opened a new restaurant, Vic's Martinez, in downtown Martinez on January 17, 2019.

SUBCOMMITTEE FINDINGS

The current lease proposal was not discussed with a subcommittee.

STAFF ANALYSIS

The premises at 1005 Center Drive is an ideal space and facility for the tenant to operate a café/coffeehouse. Occupancy of the space will provide employees, jurors, and visitors of the Civic Center a place to eat and meet within walking distance of all facilities.

The proposed tenant is Cornelio Balingit, owner of The Hideout Kitchen of Lafayette and Vic's of Martinez. Mr. Balingit is experienced in operating restaurants at all capacities as an employee to an owner/operator.

Terms of the proposed sublease are summarized as follows:

Security Deposit of \$2,000 paid upon execution of Lease agreement.

Lease Term: Initial lease term is five years, with two options for renewal for an additional five-year term each.

Lease payments: The tenant will be responsible for lease payments of \$500.00 per month beginning April 1, 2019 and increases by 3% per annum beginning in the second year.

Common Area Maintenance (CAM): Tenant is responsible for paying all janitorial and utility expenses related to its occupancy of the suite, and its pro-rata share of common area maintenance ("CAM") costs, which are currently calculated to be \$43.00 per month. The agreement allows for annual adjustments of this amount.

The tenant has reviewed the lease attached to this report and has agreed to the terms.

Staff was informed that the limited liability company has not yet been filed. Staff recommends that Council direct execution of the lease after the formation of the limited liability company providing a timeline of 45 days for that to occur.

ATTACHMENTS: Resolution
 Lease Agreement

Report Prepared By: Kolette Simonton, Assistant Director of Recreation and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Resolution to Approve a)
Lease Agreement by the City of Pittsburg and)
Rocky's Deli, LLC at 1005 Center Drive)

RESOLUTION NO. 19-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg ("City"), a municipal corporation, owns certain real property located at 80 Power Avenue ("Building") of which the Pittsburg branch of the Contra Costa Library is a Tenant; and

WHEREAS, the Building includes a café located at 1005 Center Drive (the "Premises") with 1,280 rentable square feet plus an additional outdoor patio area with private access to the café; and

WHEREAS, staff has been in discussions with Mr. Cornelio Balingit dba Rocky's Deli, LLC, a California Limited Liability Corporation (the "Tenant"), for the terms and conditions (the "Terms") of a Lease Agreement for the Premises; and

WHEREAS, Mr. Balingit is the Executive Chef and Proprietor of The Hideout Café in Lafayette, and has an extensive background in the restaurant industry; and

WHEREAS, the negotiated lease rate is Five Hundred Dollars (\$500) per month for the initial year thereby making the annual lease revenue of Six Thousand Dollars (\$6,000) to the Economic Development Fund (Account 202-41102-5711); and

WHEREAS, the Terms are more particularly set forth in the staff report accompanying this resolution which is hereby incorporated into this resolution by this reference; and

WHEREAS, City desires to lease Premises to Tenant once the limited liability company is formed and Tenant desires to lease Premises from City.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1.

The recitals set forth above are true and correct and are hereby incorporated

Section 2.

The Lease Agreement is approved subject to evidence that the limited liability company is formed on or before March 8, 2019. The Acting City Manager is authorized to make such necessary changes and to execute such documents and to take all actions necessary or appropriate to carry out the obligations pursuant to this Resolution.

Section 3.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 22nd day of January, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

LEASE AGREEMENT FOR PITTSBURG LIBRARY COFFEEHOUSE

This Lease ("Agreement") is entered into as of the date set forth in Article I by and between the City of Pittsburg, a municipal corporation ("Landlord" and "City" used interchangeably) and Rocky's Deli LLC, a California limited liability company ("Tenant"). Landlord and Tenant are collectively referred to in this Agreement as the "Parties".

ARTICLE I FUNDAMENTAL LEASE PROVISIONS

- | | |
|-----------------------------------|--|
| 1.1 Date of Execution | February 1, 2019 |
| 1.2 Tenant | Rocky's Deli, LLC
1005 Center Drive
Pittsburg, CA 94565 |
| 1.3 Landlord | City of Pittsburg, a municipal corporation
65 Civic Avenue
Pittsburg, CA 94565 |
| 1.4 Premises | The Premises will consist of one thousand two hundred eighty (1,280) rentable square feet at 1005 Center Drive located on the ground floor of the Pittsburg branch of the Contra Costa Library located at 80 Power Avenue ("Building") (Exhibit A), plus additional outdoor patio area ("Outdoor Patio Area") with private access to café, as detailed in the Site Plan (Exhibit B), attached and incorporated herein. "Library" means the portions of the Building that are not the Premises. |
| 1.5 Tenant's Trade Name | Rocky's Deli LLC, or such other name as may be proposed by Tenant and approved by Landlord in writing. |
| 1.6 Initial Lease Term | The initial Term (as defined in Section 3.1) of five (5) years shall commence upon April 1, 2019 as provided in Section 1.1. |
| 1.7 Rental Rate | The rent shall be Five Hundred (\$500) per month for the initial year and increasing by 3% per annum in Year 2. |
| 1.8 Rent Commencement Date | The obligation to pay Rent shall occur on April 1, 2019. |

1.9 Renewal Option	Tenant shall have two (2) five (5) year options to renew the lease. At the cost to the City, an independent appraisal will be obtained to determine the fair market rent for each additional five (5) years. The Landlord and Tenant will negotiate the lease rate at the beginning of each additional five (5) years.
1.10 Parking	Tenant shall be allowed use of public parking stalls.
1.11 Security Deposit	The amount of two thousand dollars (\$2,000) shall be paid by Tenant upon the Date of Execution as a Security Deposit.
1.12 Use	Tenant shall operate a café, which shall provide food and beverage items that Tenant deems appropriate, may include beer and wine, but not hard liquor, and may offer catering from the Premises.
1.13 Assignment	Prior to any assignment, Tenant must obtain Landlord's written consent, which shall not be unreasonably withheld in light of, among other factors, assignee's ability to abide by the terms of the Agreement, creditworthiness and experience in the restaurant business.
1.14 Exclusivity	For the duration of the Term, Tenant shall have the first right of refusal to locate a café or a coffee/espresso cart within the City Hall located at 65 Civic Avenue.
1.16 Access	Tenant shall have reasonable access to the Premises, as well as parking and common areas, twenty-four (24) hours per day, seven (7) days a week.
1.17 Tenant Maintenance	Tenant shall be responsible for all maintenance and repair of all equipment, including fixtures and grease trap on, within, and serving the premises.
1.19 Broker Commissions	Landlord and Tenant hereby represent that they have not engaged any real estate broker and no commission or finder's fees are due.
1.20 Addresses for Notices and Payments	

LANDLORD

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

TENANT

Cornileo Balingit
Rocky's Deli LLC
3016 Woodside Meadows
Pleasant Hill, CA 94523

Article 1 is intended to supplement and/or summarize the provisions set forth in the balance of this Agreement. If there is any conflict between any provisions contained in this Article 1 and the balance of this Agreement, the balance of the Agreement shall control.

ARTICLE II – PREMISES

2.1 LEASE OF PREMISES. Landlord hereby leases the Premises to Tenant. The term "Premises", as used in this Agreement shall mean all areas designated on Exhibit B.

ARTICLE III – TERM

3.1 TERM. Subject to provisions of this Agreement, the term of this Agreement shall commence on April 1, 2019 and shall continue, unless sooner terminated in accordance with the provisions of this Agreement, for the period of five (5) years (the "Initial Term"). References to the "Term" of this Agreement shall include the Initial Term and the Option Periods (as defined in Section 3.2), if exercised, in accordance with the terms and provisions of Section 3.2.

3.2 OPTIONS. In addition to the Initial Term, Tenant shall have two (2) five (5) year options to extend this Agreement (the "Option Periods") following expiration of the Initial Term. In the event that Tenant wishes to exercise an Option Period, Tenant shall give written notice of its interest to Landlord at least six (6) months but not more than one (1) year before expiration of the Initial Term or the first Option Period. Notwithstanding the foregoing, if Tenant is in default, as defined in Article XIII, on either (a) the date occurring six (6) months prior to the expiration of the term in question or (b) the date of the an Option Period is to commence, the Option Period in question shall not commence, and this Agreement shall expire at the end of the Initial Term or the first Option Period. During the Option Periods, all terms and conditions of this Agreement shall remain the same, provided that Rent during the Option Periods shall be as set forth in Section 1.9.

3.2.1 Rent during First Option of Lease Extension Term. If Tenant elects to extend the Term in accordance with Section 3.2, Base Rent for the first year of the first Option Period of the Lease Extension Term will be determined based on the fair market value for similar leasable space in downtown Pittsburg for the period commencing on April 1, 2024, increasing by three percent (3%) per annum over the Base Rent paid in the immediate prior year through the Lease Extension Term.

3.2.2 Rent during Second Option of Lease Extension Term. If Tenant elects to extend the Term in accordance with Section 3.2, Base Rent for the first year of the first Option Period of the Lease Extension Term will be determined based on the fair market value for similar leasable space in downtown Pittsburg for the period commencing on April 1, 2029, increasing by three percent (3%) per annum over the Base Rent paid in the immediate prior year through the Lease Extension Term.

ARTICLE IV – RENTAL

4.1 RENT COMMENCEMENT DATE. Tenant's obligation to pay Rent commences on April 1, 2019 ("Rent Commencement Date").

4.2 RENT. Tenant covenants and agrees to pay Rent in advance, on or before the first (1st) day of each month, without prior demand, offset or deduction (except as otherwise permitted by the terms of this Agreement), commencing on the Rent Commencement Date.

On the first (1st) anniversary of the Rent Commencement Date and each anniversary of the Commencement Date (the "Anniversary Date") thereafter Rent will increase by three percent (3%).

The Rent includes all subscription charges for removal of recyclables (glass, aluminum, paper, and cardboard) and non-recyclable refuse (recyclable and non-recyclable refuse collectively termed "Waste"). The cost of electricity, gas, internet, water, sewer, and telephone services are not covered by Landlord. "Utilities" shall refer to all the services covered by Landlord under this Section.

4.2.1 PAYMENT OF UTILITIES. Landlord shall subscribe to Utility service and pay for the same for the Premises. However, in the event that Tenant fails to pay Rent in full and continues in default for sixty (60) days, Landlord may discontinue payment of Utilities.

4.2.2 WAIVER OF UTILITY LIABILITY. Landlord shall not be liable in damages for any failure or interruption of any Utilities. However, if any Utility to the Premises should become unavailable for a period in excess of seventy two (72) consecutive hours and such unavailability is directly caused by the willful act or negligence of Landlord, Rent charge shall abate until Utility service to the Premises is restored.

4.2.3 LATE FEES. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent will cause Landlord to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and personnel costs. Accordingly, if any Rent due from the Tenant is not received by the date on which Rent is due, Tenant shall pay a late charge equal to ten percent

(10%) of such overdue Rent. Landlord and Tenant hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord shall incur by reason of late payment by Tenant. Acceptance of such late charge by Tenant shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

4.3 COMMON AREA MAINTENANCE CHARGES. Tenant's Share of Operating Costs. In addition to all other sums due under this lease, Tenant shall pay to Landlord, in the manner and at the times set forth in this Section, Tenant's Share of Operating Costs (as defined in Section 4.3.3) for each Lease Year or other fiscal year that may be established by Lessor during the Term.

4.3.1 The phrase "Operating Costs" means the sum of Building and Common Area costs.

4.3.2 The term "**Building and Common Area Costs**" means all costs and expenses of every kind and nature whatsoever as may be paid or incurred by Lessor, related entities, or third parties in operating, managing, insuring, repairing and maintaining the Buildings and/or the Common areas in the Library Building, computed in accordance with generally accepted accounting principles consistently applied or such other method of accounting as may be adopted by Lessor. Building and Common Area Costs include, but are not limited to costs and expenses incurred with respect to the items enumerated in Exhibit C.

4.3.3 "**Tenant's Share of Operating Costs**" will be determined by multiplying total Operating Costs by the fraction calculated by dividing total square feet of the Premises by the total square feet of the Building.

4.3.4 Tenant shall pay to Landlord, on the first day of each month during the Term, an amount equal to Tenant's estimated Share of Operating Costs for the Lease Year in question, divided by the number of months (full or partial) in such Lease Year ("**Tenant's Monthly Operating Costs Payment**"). Payment of Tenant's Monthly Operating Costs will commence on April 1st. The Initial Tenant's Monthly Operating Costs payment is Forty Three Dollars (\$43.00) per month which is Three Cents (\$0.03) per square foot.

4.3.5 Annual Adjustments. Within ninety (90) days following the end of each Lease Year, or within a reasonable time thereafter, Landlord shall prepare and deliver to Tenant a statement setting forth the calculation of Tenant's actual Share of Operating Costs for the previous Lease Year. Within thirty (30) days after

receipt of the statement of Tenant's actual Share of Operating Costs, Tenant shall pay to Landlord, or Landlord shall credit against the next Monthly Operating Costs Payment due from Tenant, as the case may be, the difference between Tenant's actual Share of Operating Costs for the preceding Lease year and the amount of Tenant's Monthly Operating Costs Payments paid by Tenant during such Lease Year; except, Landlord shall pay Tenant any excess at the time Lessor furnishes the statement to Tenant in connection with the final adjustment of Operating Costs for the last Lease Year, provided Tenant is not in default under any provisions of this Lease.

ARTICLE V – USE OF PREMISES

5.1 USES BY TENANT. Following Delivery, Tenant is permitted to use the Premises for a café serving food and beverages, may include wine and beer, subject to appropriate licenses, but not hard liquor. Items may be sold for consumption on and off the Premises. Every part of Premises shall be kept by Tenant in a clean and wholesome condition, free of any objectionable noises, odor or nuisances, and that all health and police regulations shall, in all respects and at all times, be fully complied with by Tenant. Tenant further covenants and agrees that during the term hereof the Outside Patio Area designated on Exhibit B, and incorporated herein, and every part thereof, shall be kept by Tenant in a clean and wholesome condition, free of any objectionable noises, odor or nuisances, and that all health and police regulations shall, in all respects and at all times, be fully complied with by Tenant. Tenant shall not use, or suffer or permit any person or persons to use the Premises in any manner that will tend to create waste, odor, or nuisance and shall not unreasonably disturb library operations or the use of the Building by its patrons, provided nothing herein shall prohibit Tenant from conducting normal business activities in the Premises.

5.1.1 ODORS. Tenant shall not permit foul or offensive odor to emanate from any garbage or trash containers within the Premises, and shall immediately take steps to abate any such odor. Nothing shall be prepared, manufactured or mixed in the Premises which emit any odors into the Building.

5.2 USES BY LANDLORD. Landlord reserves the right to use the exterior floor, walls and roof above the Premises for the installation, maintenance, use and replacement of pipes, ducts, conduits, wires, alarm lines, heating, ventilating and air conditioning lines, fire protection lines and systems, electric power, telephone and communication lines and systems, elements serving the Building, provided the Premises and the business conducted therein are not adversely affected or aesthetically altered thereby, and provided further that Landlord's exercise of such rights does not materially impair or interfere with Tenant's use of the Premises as provided in this Article.

5.3 WASTE. Tenant agrees to cause all Waste from the Premises to be deposited within receptacles in the designated Waste enclosure area provided by the Waste hauler on at least a daily basis. In the event Tenant fails to dispose of all Waste in the receptacles

provided by the Waste hauler, Tenant shall be liable to Landlord for all reasonable costs to facilitate removal and maintenance of a neat and clean Waste enclosure area, to the extent such costs are incurred as a result of Tenant's failure to comply with the provisions of this Section or policies of the Waste hauler.

5.4 OUTDOOR DISPLAY. Except as expressly provided in this Agreement, Tenant may not display or sell merchandise or allow portable signs, devices or any other objects to be stored or remain outside the exterior walls and permanent doorways of the Premises.

5.5 EXCLUSIVITY. During the Term of this Agreement, Tenant shall have the first right of refusal to operate a coffee/espresso cart or café in City Hall at 65 Civic Avenue.

5.6 DELIVERIES. All deliveries to the Premises shall be made from the parking lot area nearest Premises. Tenant shall advise its concessionaires, agents, employees, vendors, suppliers and independent contractors of this restriction.

5.7 PARKING. The parking lot abutting the Building and the parking lot serving City Hall are parking lots for public parking that require official parking permits. City shall supply Tenant with the appropriate parking permit for Tenant's staff.

5.8 MAINTENANCE AND INSPECTION OF THE PREMISES.

5.8.1 TENANT'S MAINTENANCE. At the Tenant's sole cost and expense, Tenant shall operate, maintain, repair and manage the Premises throughout the Term, including without limitation, the following: (a) interior surfaces of walls, ceilings, and floors; (b) wall and floor coverings; (c) all windows and plate glass; (d) doors; (e) locks or closing devices; (f) plumbing and electrical systems (including grease traps and the heating, ventilation, and air conditioning systems) within/serving the Premises; (g) signs; (h) Outside Patio Area and (i) all equipment, including FF&Es, thereon in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Premises. Tenant shall promptly, at the sole cost and expense of Tenant, make all necessary repairs, including replacements or renewals when necessary, and all such repairs shall be at least equal in quality to the original work, reasonable wear and tear accepted. FF&Es replaced by Tenant due to depreciation and shall remain the property of Tenant. Tenant shall keep and maintain all portions of the Premises in a clean and orderly condition, free of accumulation of dirt, rubbish, and graffiti. The failure of Tenant to maintain the Premises in accordance with this Agreement shall be grounds for termination of this Agreement pursuant to Article XIII.

5.8.2 LANDLORD'S MAINTENANCE. Landlord shall maintain: (a) roofs (excluding interior ceilings), foundations, and exterior walls at the Premises (excluding all doors, plate glass, storefronts, display and other windows) and (b) exterior plumbing, pipes and conduits serving the common area, (c) landscaping and its maintenance. On

demand, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord which are required to make any repair to the Premises in connection with or resulting from (i) any alteration or modification to the Premises performed by, for or because of Tenant after the Delivery Date, (ii) the installation, use or operation of Tenant's property, fixtures and equipment, (iii) the moving of Tenant's property into or out of the Premises or in and about the Premises, (iv) Tenant's use or occupancy of the Premises in violation of this Lease Agreement or in violation of Applicable Law or (v) acts or omissions of Tenant or Tenant's invitees and/or licensees.

5.8.3 LANDLORD INSPECTION. At any time during the Term, upon reasonable advance notice and during normal business hours, except in the event of an emergency, the Landlord may conduct interior and/or exterior inspections of the Premises to confirm that it is being properly maintained as required herein. Following its inspection, the Landlord may deliver to Tenant written notification of any portions of the Premises which the Landlord has determined are not being properly maintained, and Tenant shall promptly prepare and deliver to the Landlord the proposed plan for remedying the indicated deficiencies of Tenant. The failure of Tenant to deliver a remedial plan and to complete remedial work within one year from the date of notice as determined by the Landlord in its reasonable discretion shall be a default under this Agreement pursuant to Article XIII. The failure of the Landlord to inspect or to notify Tenant of any deficiency shall not be a waiver of default or of the Landlord's right to enforce the maintenance and repair obligations of Tenant.

5.9 LANDLORD'S RIGHT TO PERFORM TENANT OBLIGATIONS. If Tenant fails to perform its obligations to maintain the Premises or perform any obligation in accordance with the standards set forth in this Agreement, the Landlord shall have the right, but not the obligation, to perform such work or make any payment upon delivery of written notice to Tenant. Any payment or cost of performance (together with interest thereon at the Default Rate from the respective dates of the Landlord's making of each such payment) shall constitute additional Rent payable by Tenant under this Agreement and shall be paid by Tenant to the Landlord on demand. The "Default Rate" shall mean interest calculated at an annual rate equal to the lesser of twelve percent (12%) or the maximum rate of interest permitted by law. The Landlord's election to undertake such obligation shall not operate as a waiver of any other right or remedy the Landlord may have pursuant to this Agreement.

5.10 LANDLORD NOT OBLIGATED TO PERFORM REPAIRS. Notwithstanding any contrary provision herein, the Landlord shall not be obligated to make any repairs, alterations, additions, improvements or betterments to the Premises during the term of this Agreement nor shall the Landlord be obligated to maintain or operate the Premises.

5.11 COMPLIANCE WITH LAWS. Tenant, at its sole cost and expense, shall comply with all applicable federal, state and local laws and regulations, including permits, pertaining to the use, operation, and management of the Premises ("Applicable Laws").

Tenant shall not itself use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Building or the Premises which would result in a nuisance or a violation of Applicable Law. Tenant shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Building or the Premises which would result in a nuisance or a violation of Applicable Law. Tenant further agrees to notify Landlord in writing within ten (10) days of its receipt of service or notice in any administrative or judicial proceeding in which Tenant is named as a party that is related to the occupation or use of the Premises.

5.11.1 IMPOSITIONS. Throughout the Term, the Tenant shall pay prior to delinquency, all real property taxes, possessory interest, license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, pertaining to the Premises or part thereof, including, but not limited to (i) any assessment, levy, imposition or charge in lieu of or in substitution for real estate taxes, and (ii) any assessment for public improvements, or benefits which is assessed, levied, or imposed upon or which becomes due and payable and a lien upon (a) the Premises or any part thereof, (b) the rent or income received by Tenant, (c) any use or occupancy of the Premises or part thereof, or (d) this transaction or any document to which Tenant is party creating or transferring an estate or interest in the Premises or part thereof. All the foregoing are hereinafter referred to as “**Impositions**”.

5.12 TENANT’S RIGHT TO CONTEST LAW. Tenant shall have the right to contest by appropriate proceedings, in the name of Tenant, and without cost or expense to the Landlord, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrance of any lien, charge or liability against the Premises or the interest of Tenant therein, and without subjecting Tenant or the Landlord to any liability, civil or criminal, for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding. Tenant shall indemnify, defend (with counsel approved by the Landlord), protect and hold the Indemnitees harmless from and against all Claims arising in connection with any such contest brought by Tenant. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

ARTICLE VI - CONDITION OF THE PREMISES; ENVIRONMENTAL MATTERS

6.1 CONDITION OF THE PREMISES.

6.1.1 AS-IS CONDITION. Tenant will lease the Premises in its “AS IS” condition as such condition exists.

6.1.2 NO REPRESENTATIONS. Tenant acknowledges that except as expressly set forth herein, Landlord makes no representations or warranties expressed or implied regarding the condition of the Premises or the fitness or suitability thereof

for the purposes of Tenant, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Premises shall affect the rights of Tenant or the Landlord hereunder. Tenant shall rely solely on its own independent investigation and judgment as to all matters relating to the Land. Tenant acknowledges and agrees that prior to the Date of Execution it has made such investigations of the Premises, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Tenant deemed necessary to determine the condition of the Premises, and has approved all such characteristics and conditions and shall lease the Premises in its condition, subject to the rights in Article VII, as of the Date of Execution "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. Tenant further acknowledges that the Landlord has made available all data and information on the Premises available to the Landlord, but without warranty or representation by the Landlord as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

6.2 TENANT'S COVENANTS. Tenant hereby covenants and agrees that throughout the Term:

(a) The Premises, and the use and operation thereof, shall be in compliance with all Hazardous Materials Laws, and Tenant shall not cause or permit the Premises or any portion thereof to be in violation of any Hazardous Materials Laws.

(b) Tenant shall not permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall Tenant permit the presence or release of Hazardous Materials in, on, under, about or from the Premises with the exception of materials customarily used in construction, operation, use or maintenance of Business facilities, provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

(c) Upon receiving knowledge of the same, Tenant shall immediately advise Landlord in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Tenant, the Premises or the Building pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party against Tenant, the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iii) the presence or release of any Hazardous Materials in, on,

under, about or from the Premises or the Building; or (iv) the discovery of any occurrence or condition, by Tenant, on any real property adjoining or in the vicinity of the Building classified as "Border Zone Property" California Health and Safety Code, former Sections 25220 *et seq.*, or any regulation adopted in connection therewith, that may in any way affect the Premises pursuant to any Hazardous Materials Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "Hazardous Materials Claims." Landlord shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim, and to have its reasonable attorney's fees in connection therewith paid by Tenant.

(d) Without Landlord's prior written consent, which shall not be unreasonably withheld, Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under, or about the Premises or the Building (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the Landlord agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Materials Claim.

(e) If the presence of any Hazardous Material on the Premises results in any contamination of the Building in violation of Hazardous Materials Laws, except to the extent such contamination is caused by Landlord, Tenant shall promptly take all actions at its sole expense as are necessary to remediate the Premises as required by law; provided that Tenant first obtains Landlord approval of such actions, which approval may be withheld in the Landlord's reasonable discretion. All costs and expenses of any Remedial Work shall be paid by Tenant, it being understood that the Landlord shall incur no cost, expense or liability in connection with any Remedial Work. The Landlord shall have the right, but no obligation, to join and participate in, as a party if it so elects at the Landlord's cost, any legal proceedings or actions initiated in connection with any Hazardous Material Claims. For purposes of this Agreement, "Remedial Work" means all investigation, testing, analysis, monitoring, restoration, abatement, detoxification, containment, handling, treatment, removal, storage, decontamination, clean-up, transport, disposal or other ameliorative work or response action required by (i) any Hazardous Materials Laws, (ii) any order or request of any federal, state or local governmental agency, or (iii) any judgment, consent decree, settlement or compromise with respect to any and all enforcement, clean-up, removal, remedial or other governmental or regulatory actions or agreements or orders threatened, instituted, or completed pursuant to any Hazardous Materials Laws or any actions, proceedings or claims by such entities or third parties relating to or arising out

of the breach of any Hazardous Materials Laws or the presence or release of any Hazardous Material in, on, under or from the Premises or the Building.

6.3 RELEASE OF CLAIMS. Tenant hereby waives, releases and discharges forever the Indemnitees from all present and future Claims Tenant may have arising directly or indirectly from the presence or alleged presence of Hazardous Materials on, under, in or about the Premises.

Tenant is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

As such relates to this Section 6.3, Tenant hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Tenant Initials

6.4 ENVIRONMENTAL INDEMNITY. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold the Indemnitees harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Premises during the Term, (ii) the failure of Tenant, or the employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of Tenant to comply with Hazardous Materials Laws, or (iii) the breach by Tenant of any of its covenants contained in this Article VI. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Premises or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. This Section 6.4 shall survive the expiration or earlier termination of this Agreement.

6.5 DEFINITIONS.

6.5.1 Hazardous Materials. As used herein, “Hazardous Materials” means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); or (xi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq., as the foregoing statutes and regulations now exist or may hereafter be amended.

6.5.2 Hazardous Materials Laws. As used herein “Hazardous Materials Laws” means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 6.5.1, as any of the foregoing may be amended from time to time.

ARTICLE VII – ALTERATIONS

7.1 INSTALLATION OF FIXTURES, FINISHES AND EQUIPMENT. If odors, as described in Section 5.1.1 of this Agreement, become a disruption to the operations of the Library, the Tenant must install or cause the installation of a pollution control unit to abate the odors.

7.2 7.3 TENANT'S DUTY TO INSPECT PREMISES. Prior to the Date of Execution, Tenant shall inspect Premises and all FF&Es and provide Landlord a certificate stating that the Premises is ready for Tenant's business. Following the Date of Execution, Landlord shall have no responsibility for FF&Es.

7.4 SIGNAGE. Consistent with all Applicable Law, including City zoning rules and procedures, Tenant may construct and/or install a sign or signs for its business on the interior and on the exterior of the Building (collectively "Signage").

7.5 CHANGES AND ALTERATIONS. Except for as provided in Section 7.1, during the Term of this Agreement, Tenant shall not make any change, alteration or addition to the Premises (collectively, the "Improvements") that would materially alter the function or exterior appearance of the Premises, without the prior written consent of the Landlord. All Improvements, including those pursuant to Sections 7.1, must comply with all of the following:

(a) The Improvements must not materially impair the value or structural integrity of the Premises.

(b) The Improvements must be necessary for the operation of the business.

(c) No Improvements may be undertaken until Tenant has obtained all required permits and authorizations under Applicable Law.

(d) The Improvements must be made in a good and workmanlike manner and in accordance with all applicable permits and Applicable Laws. All repairs and Improvements to the Premises must be performed by licensed and bonded contractors.

(e) During the construction of any Improvements in, to or of, the Premises, or the permitted demolition or new construction or any restoration, Tenant shall comply with the insurance requirements set forth in Section 8.2, which policy or policies by endorsement thereto, if not then covered, will also insure any change, alteration or addition or new construction, including all materials and equipment incorporated in, on or about the Premises.

(f) Prior to commencement of any construction, change, alteration or repair, Tenant shall deliver to the City not later than ten (10) business days written notice of the proposed work, a general description of the proposed work and sufficient information to permit the City to post a notice of nonresponsibility on the Premises.

7.6 NO RIGHT TO DEMOLISH. Tenant shall have no right to demolish any Improvements, once built, unless Tenant shall have received the prior written approval of the Landlord.

7.7 FIXTURES. Tenant shall have the right to place and install personal property, such as trade fixtures, equipment and other temporary installments in and upon the Premises. During the Term, Tenant shall have the right to remove all personal property installed by Tenant, provided that all damage to the Premises caused by such removal is repaired by the Tenant at the Tenant's expense. FF&Es installed pursuant to Sections 7.1 shall remain the property of Landlord and may not be removed by Tenant without Landlord's written consent excluding depreciated assets after which Tenant shall purchase, replace and retain ownership of the replaced FF&E.

7.8 LIENS ON PREMISES. Subject to the right to contest the same prior to payment, Tenant agrees to keep the Premises free and clear of all mechanics' liens, stop notices and other liens or claims on account of work done by or for a Party.

7.9 PREVAILING WAGES. To the extent required by Applicable Laws, Tenant and its contractors and agents shall comply with California Labor Code Section 1720 et seq., as may be amended, and are responsible for carrying out the requirements of such provisions.

ARTICLE VIII - INDEMNITY AND INSURANCE

8.1 INDEMNITY. To the fullest extent permitted by law, Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord) and hold the Landlord and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing, collectively the "Indemnitees") harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively "Claims") arising from or in connection with any of the following, which occurred during the Term: (i) the operation or management of the Premises, (ii) any work or thing done on or in the Premises, (iii) any condition of any alteration or addition constructed by Tenant on the Premises, including FF&Es, (iv) any breach or default by Tenant in the performance of any covenant or agreement to be performed by Tenant pursuant to the terms of this Agreement, (v) any negligence of Tenant, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person in or on the Premises and (vii) any failure to comply with Applicable Law. In the event any such action or proceeding is brought against the Landlord by reason of any such Claim, Tenant, upon notice from the Landlord, covenants to defend such action or proceeding by counsel reasonably satisfactory to the Landlord. If an insurer under insurance required to be

maintained by Tenant hereunder shall undertake to defend the Landlord under a reservation of rights with respect to ultimate coverage and the Landlord shall reasonably deem it necessary to retain independent counsel with respect to such matter, Tenant shall pay the reasonable fees of such counsel. The obligations of Tenant under this Article VIII do not apply to any Claim or other matter to the extent such arises as a result of the gross negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

8.2 INSURANCE REQUIREMENTS. Tenant shall procure, at its sole expense, and maintain in full force and effect during the Term, the following insurance naming the Landlord as additional insured and/or loss payee and endorsements specifying that the Landlord's insurance is excess and non-contributing and that Tenant's insurance is primary:

a) Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Premises and the Business with a policy limit of at least two million dollars (\$2,000,000) per occurrence.

b) Property insurance covering all risks of loss including floor (if required) for one hundred percent (100%) of the replacement value of the Premises and any Improvements, naming Landlord as loss payee as its interests may appear.

c) Workers' compensation insurance that complies with the statutory requirements of the State of California must be identified by Tenant and must be in an amount satisfactory to the City.

8.2.1 CONTRACTORS. If Tenant undertakes the construction of the Improvements pursuant to Article VII, Tenant shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction of the Improvements, naming the Indemnitees as additional insureds and otherwise in compliance with all requirements set forth in this Section 8.2.

8.3 CERTIFICATES OF INSURANCE. Prior to the Date of Execution, Tenant shall furnish Landlord with certificates of insurance and endorsements evidencing the insurance coverage required by this Article. Tenant shall give notice in writing of any cancellation, termination or nonrenewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or nonrenewal.

ARTICLE IX – [RESERVED]

ARTICLE X – [RESERVED]

ARTICLE XI - DAMAGE AND DESTRUCTION

11.1 DAMAGE OR DESTRUCTION. In the event of any damage to or destruction of the Premises during the Term, the Landlord shall elect by written notice delivered to Tenant within sixty (60) days following the date of the occurrence of the damage to either remove the Premises or restore and rebuild the Premises as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the Landlord elects to restore the Premises, the Landlord shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Premises within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the Landlord pursuant to this Agreement. If the Landlord does not elect to restore the Premises and the Landlord does not exercise its right to terminate this Agreement pursuant to Section 13.3 within one hundred twenty (120) days following the date of the occurrence of the damage, then at the Landlord's option this Agreement will terminate upon delivery of written notice to Tenant. If the Landlord elects to restore the Premises, the Landlord shall confer with Tenant regarding the design and plans for such restoration of the Premises.

11.2 NOTICE REQUIRED. In the event of material damage to or destruction of the Premises, or any part thereof, Tenant shall promptly give the Landlord notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds Fifty Thousand Dollars (\$50,000).

11.3 LANDLORD'S RIGHT TO TERMINATE. Notwithstanding any contrary provision of this Article XI, the Landlord has the option to terminate this Agreement and be relieved of the obligation to restore the Premises where all or substantially all of the Premises are substantially damaged or destroyed and such damage or destruction resulted from a cause not insured against by Tenant.

ARTICLE XII - ASSIGNMENT, TRANSFER, SUBLETTING

12.1 RESTRICTIONS ON TRANSFER, ASSIGNMENT AND ENCUMBRANCE. Tenant has no right to sell, transfer, sublet, assign, encumber, mortgage, hypothecate or otherwise convey ("Transfer") its leasehold interest hereunder or any portion of its interest in the Premises, the fixtures, any Improvements or this Agreement voluntarily, involuntarily, by operation of law, or otherwise, except with Landlord's written permission, which shall not be

unreasonably withheld in light of, among other factors, assignee's ability to abide by the terms of the Agreement, creditworthiness and experience in the restaurant business.

12.2 NO INVOLUNTARY TRANSFERS. No interest of Tenant in this Agreement, the Premises or part thereof is assignable or transferable: (i) pursuant to any voluntary or involuntary proceeding under federal or state bankruptcy or insolvency law; (ii) pursuant to any assignment of the assets of Tenant for the benefit of its creditors; or (iii) pursuant to any order of attachment, garnishment, receivership, or similar action. Any transfer described in this Section 12.2 constitutes an Event of Default under this Agreement by Tenant, and Landlord has the right to terminate this Agreement pursuant to Article XIII as a result of any such transfer taking place, in which case this Agreement shall not be treated as an asset of Tenant.

ARTICLE XIII - DEFAULT, REMEDIES AND TERMINATION

13.1 EVENT OF DEFAULT. Tenant will be in default under this Agreement upon the occurrence of any of the following events of default (each, an "Event of Default"):

(a) **MONETARY OBLIGATIONS.** Tenant at any time is in default hereunder as to any monetary obligation, and such default continues for thirty (30) days after the date upon which the Landlord shall have given Tenant a Notice of Default (as defined in Section 13.2.1);

(b) **INSURANCE.** Tenant fails to obtain and maintain any insurance required pursuant to Section 8.2 of this Agreement, and Tenant fails to cure such default within ten (10) days following receipt of Notice of Default;

(c) **ABANDONMENT.** Tenant abandons the Premises and ceases to use it for the purposes authorized hereby for a period of ninety (90) days or more or as established pursuant to Section 1951.3 of the California Civil Code except when prevented by Force Majeure;

(d) **TRANSFER.** A voluntary or involuntary Transfer of all or any portion of the Tenant hold interest of Tenant in this Agreement without Landlord consent occurs in violation of the provisions of Article XII;

(e) **NON-MONETARY OBLIGATIONS.** Tenant defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 13.1, and unless a shorter cure period is specified for such default, the default continues for thirty (30) days after the date upon which the Landlord has given written notice of the default to Tenant; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an

Event of Default shall not arise hereunder if Tenant commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred and eighty (180) days after receipt of a Notice of Default;

(f) **BANKRUPTCY.** Tenant files a voluntary petition in bankruptcy or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

(g) **REORGANIZATION.** A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Tenant seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days from the first date of entry thereof, or any trustee receiver or liquidator of Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof is appointed without the consent or acquiescence of Tenant and such appointment remains unvacated and unstayed for an aggregate of sixty (60) days, such sixty (60) day period to be extended in all cases during any period of a bona fide appeal diligently pursued by Tenant;

(h) **ATTACHMENT.** A writ of execution or attachment or any similar process is issued or levied against all or any part of the interest of Tenant in the Premises and such execution, attachment or similar process is not released, bonded, satisfied, or vacated or stayed within sixty (60) days after its entry or levy, such sixty (60) day period to be extended during any period of a bona fide appeal diligently pursued by Tenant;

(i) **LIENS.** A lien is recorded or stop notice filed, and Tenant does not, within twenty (20) days, cause the lien or notice to be removed by bonding or otherwise.

13.2 NOTICE AND OPPORTUNITY TO CURE.

13.2.1 NOTICE OF DEFAULT. Upon the occurrence of a default hereunder, the non-defaulting party shall deliver a notice to the nonperforming party (the "Notice of Default"), stating the nature of the obligation which such nonperforming party

has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

13.2.2 FAILURE TO GIVE NOTICE; NO WAIVER. Failure to give, or delay in giving, the Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. No failure or delay by either party in asserting any rights and remedies as to any breach shall operate as a waiver of any breach or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive such party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

13.3 REMEDIES UPON DEFAULT.

13.3.1 LANDLORD'S REMEDIES. Upon the occurrence of any Event of Default and in addition to any and all other rights or remedies of the Landlord hereunder and/or provided by law, the Landlord has the right to terminate this Agreement and the possessory rights of Tenant hereunder, in accordance with applicable law to re-enter the Premises and take possession of the Premises and of the fixtures and any Improvements, and except as otherwise provided herein, to remove all persons and property therefrom, and to store such property at the risk of Tenant and for the account of Tenant, and Tenant shall have no further claim thereon or hereunder. The Landlord's re-entry or taking of possession of the Premises may not be construed as an election on the Landlord's part to terminate this Agreement unless the Landlord has given written notice of such intention to Tenant. In no event shall this Agreement be treated as an asset of Tenant after any final adjudication in bankruptcy except at the Landlord's option so to treat the same but no trustee, receiver, or liquidator of Tenant shall have any right to disaffirm this Agreement.

13.3.2 REMEDIES UPON ABANDONMENT. If Tenant should default under this Agreement and abandon the Premises, the Landlord may, at its option, enforce all of its rights and remedies under this Agreement, including the right to recover the rent as it becomes due hereunder. Additionally, the Landlord is entitled to recover from Tenant all costs of maintenance and preservation of the Premises, and all costs, including attorneys' and receiver's fees incurred in connection with the appointment of and performance by a receiver to protect the Premises and the Landlord's interest under this Agreement.

13.3.3 LANDLORD'S RIGHT TO CONTINUE LEASE. In the event of any default under this Agreement by Tenant (and regardless of whether or not Tenant has abandoned the Premises), this Agreement does not terminate (except by an

exercise of the Landlord's right to terminate under Section 13.3.1) unless the Landlord makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the right to possession held by Tenant. For so long as this Agreement continues in effect, the Landlord may enforce all of the Landlord's rights and remedies under this Agreement, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Agreement, the following shall not constitute termination of the right to possession held by Tenant: (a) acts of maintenance or preservation or efforts to relet the Premises; or (b) the appointment of a receiver upon initiative of the Landlord to protect the Landlord interest under this Agreement.

13.3.4 RIGHT TO INJUNCTION; SPECIFIC PERFORMANCE. In the event of a default by Tenant under this Agreement, the Landlord shall have the right to commence an action against Tenant for damages, injunction and/or specific performance. The failure, for any reason, of Tenant to comply with a court-ordered injunction or order for specific performance shall constitute a breach under this Agreement.

13.3.5 RIGHT TO RECEIVER. Following the occurrence of an Event of Default, if Tenant fails after receipt of a Notice of Default to cure the default within the time period set forth in this Agreement, the Landlord, at its option, may have a receiver appointed to take possession of the interest of Tenant in the Premises with power in the receiver (a) to administer the interest in the Premises held by Tenant, (b) to collect all funds available in connection with the operation of the Premises, and (c) to perform all other acts consistent with the obligations of Tenant under this Agreement, as the court deems proper.

13.4 REMEDIES CUMULATIVE. No remedy specified in this Article XIII shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

13.5 NO ELECTION OF REMEDIES. The rights given in this Article XIII to receive, collect or sue for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Agreement, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of the Landlord

upon the conditions and subject to the provisions in this Agreement to terminate the right of possession held by Tenant because of any default in or breach of any of the covenants, provisions or conditions of this Agreement beyond the applicable cure period.

13.6 SURVIVAL OF OBLIGATIONS. Nothing herein shall be deemed to affect the right of the Landlord under Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, nor shall anything herein be deemed to affect the right of the Landlord to equitable relief where such relief is appropriate. No expiration or termination of the Term by operation of law, or otherwise, and no repossession of the Improvements or any part thereof shall relieve Tenant of its previously accrued liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession.

ARTICLE XIV - GENERAL PROVISIONS

14.1 FORCE MAJEURE; EXTENSION OF TIMES OF PERFORMANCE. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, acts or omissions of the other Party, acts or failures to act of any public or governmental agency or entity (other than the Parties which shall not excuse delay in performance), or any other cause beyond the affected Party's reasonable control (all of the foregoing "Force Majeure"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within ten (10) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Tenant and the Landlord (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the City Council). Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Date of Execution.

14.2 PAYMENT FOR CITY SERVICES. Tenant shall reimburse City for any costs incurred by City to provide additional personnel or services (including, but not limited to, police services, and public works services) that are, in City's sole discretion, (i) directly related to Tenant's use of the Premises and (ii) beyond the number of City personnel or type of service normally provided by City. The charge for such reimbursement will be calculated based on the cost City charges for provision of additional personnel or

services for special events requiring a City Special Event permit, whether or not the personnel or services are related to activities or event that require the City Special Events permit.

14.3 MISCELLANEOUS.

14.3.1 SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.3.2 NOTICES. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by one of the following methods: (i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

Landlord:	City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 Attention: City Manager Telephone: (925) 252-4850 Facsimile: (925) 252-4851
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Tenant: Rocky's Diner, LLC
3016 Woodside Meadows
Pleasant Hill, CA 94523
Attention: Cornelio Balingit
Telephone: (925) 522-1913

14.3.3 CAPTIONS; CONSTRUCTION. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Agreement with the advice of counsel, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

14.3.4 SUCCESSORS AND ASSIGNS. Subject to the restrictions on transfer set forth in Article XII, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement as if in every case so expressed.

14.3.5 SHORT FORM OF LEASE. A memorandum of Agreement will be executed by the Parties and recorded in the Official Records of Contra Costa County upon the request of either Party.

14.3.6 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California.

14.3.7 ATTORNEY'S FEES. If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

14.3.8 NO THIRD-PARTY BENEFICIARIES; DISCLAIMER OF PARTNERSHIP, LENDER/TENANT RELATIONSHIP. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties any rights or remedies hereunder. The relationship of the Parties under this

Agreement is solely that of landlord and tenant, and it is expressly understood and agreed that the Landlord does not as a result of this Agreement in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of business or otherwise by Tenant. This Agreement is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, or association as between the Landlord and Tenant.

14.3.9 ENTIRE AGREEMENT. This Agreement, together with Exhibits A and B, which by this reference are hereby incorporated herein, contains the entire agreement between the Parties relative to the transactions covered hereby. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the Parties or their representatives, whether oral or written, are deemed to have been integrated into and superseded by this Agreement and are of no further force and effect except as expressly provided in this Agreement.

14.3.10 WAIVER; MODIFICATION. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

The City Manager, in his/her sole discretion, may make minor amendments to this Agreement. A minor amendment shall be any modification that does not make a substantive change, modification or deviation in the terms this Agreement or any Exhibits or Schedules attached hereto ("Minor Amendment"). Minor Amendments shall include, but are not limited to, the times for performance, square footage available for lease; changes in maintenance responsibilities, and improvements to the Premises.

Minor Amendments may be approved by the prior written consent of the City Manager. The City Manager's determination as to the status of any Minor Amendment is final. The City Manager also may, at his/her discretion, determine that a Minor Amendment shall be reviewed and acted upon by the City Council and not by the City Manager. No provision of this Lease may be amended except by a mutual agreement in writing signed by the parties hereto or their respective successors in interest.

14.3.11 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and of each provision hereof.

14.3.12 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

14.3.13 ACTION BY THE PARTIES. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City in its capacity as Landlord hereunder is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council unless the City Manager determines in his or her discretion that such matter requires consideration by the City Council.

14.3.14 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No member, official, employee or agent of the City shall be personally liable to Tenant or its successors in interest in the event of any default or breach by the City or for any amount which may become due to Tenant or the permitted successors in interest of Tenant pursuant to this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives in the City of Pittsburg, State of California, as of the date first written above.

LANDLORD, CITY OF PITTSBURG, a municipal corporation

By: _____
Garrett D. Evans, Acting City Manager

ATTEST:

APPROVED AS TO FORM

By: _____
Alice E. Evenson, City Clerk

Donna Mooney, City Attorney

Rocky's Café, a California limited liability company

By: _____
Cornelio Balingit, Proprietor

Exhibit A

Building

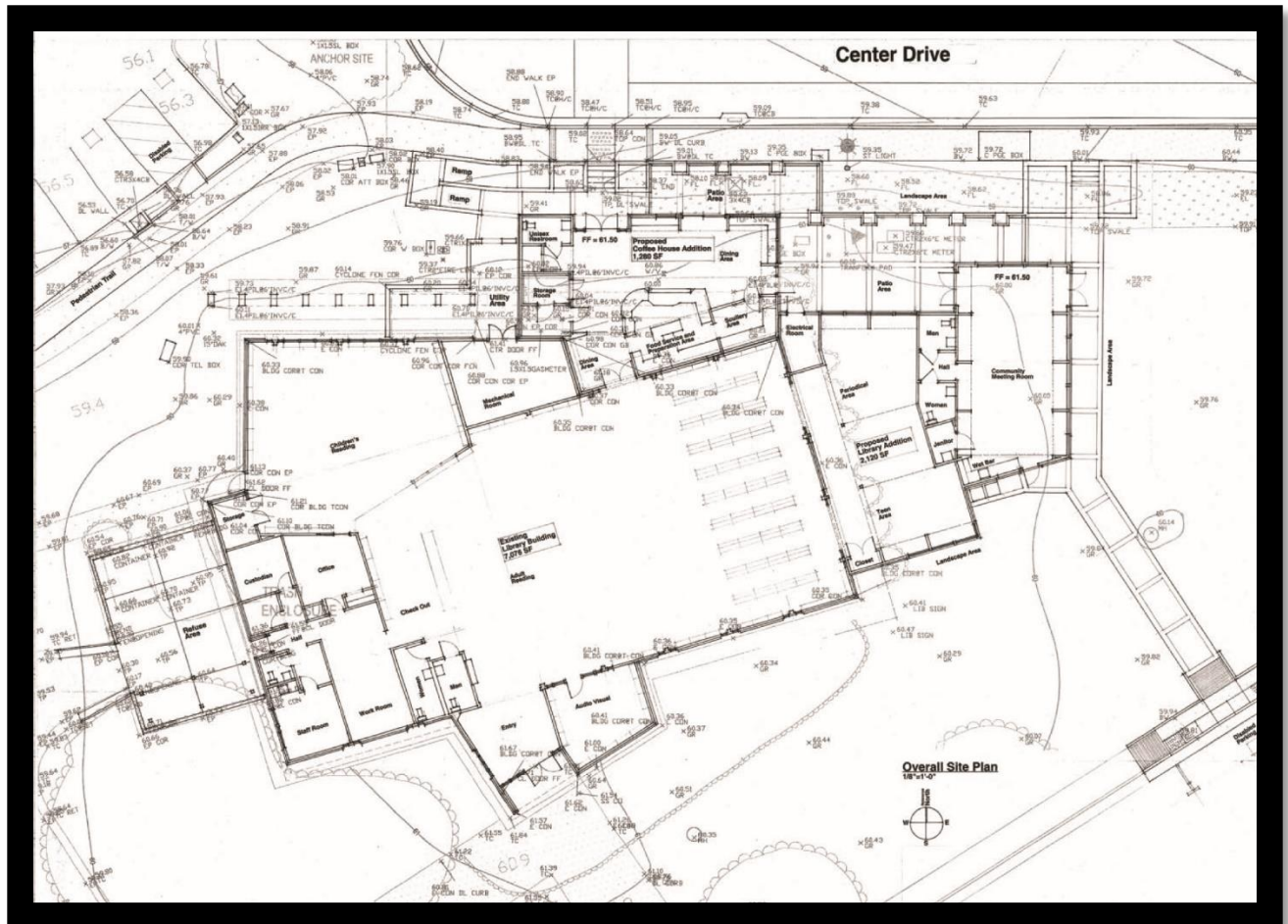


Exhibit B

Premises

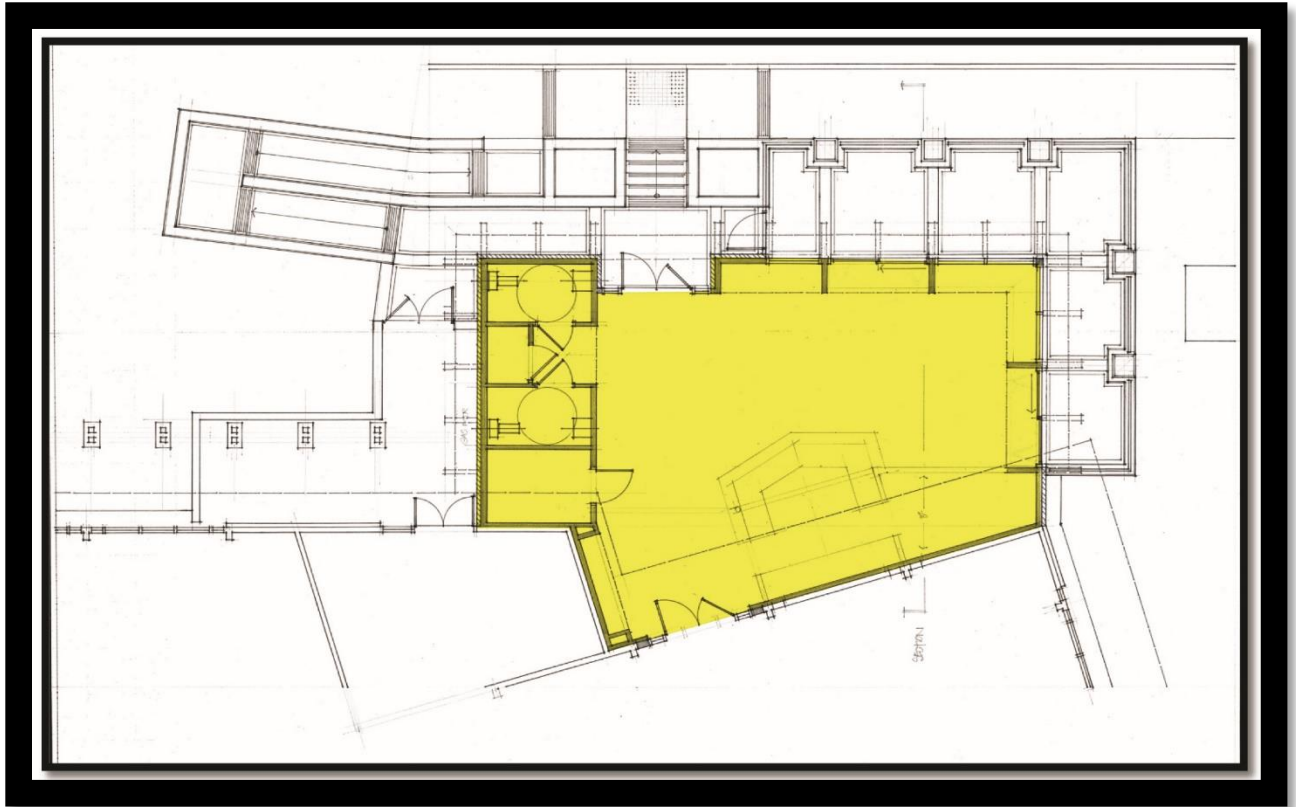


Exhibit C

Building and Common Area Costs

Building – 10,476 sf

Space – 1,280 sf (12%)

Roof

Roof Repatch

Exterior Paint

Exterior Paint Touchup as Needed

Exterior Cleaning

Landscaping

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Awarding a Consulting Services Agreement)
To Carahsoft Technology Corporation for)
Website Design and Services)

RESOLUTION NO. 19-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City has requested from outside entities the improvement, updating and reconstruction of the City's website; and

WHEREAS, pursuant to their current contract for website services, the City wishes to enter into a Consulting Services Agreement with Carahsoft Technology Corporation for these services; and

WHEREAS, funding for this project was approved in the 2018-19 Fiscal Year adopted City Budget.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City set forth below.

Section 2. Authorization and Direction

Approve the Consulting Services Agreement with Carahsoft Technology Corporation and authorize the Acting City Manager to execute the Agreement.

Section 3. Effective Date

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 22nd day of January 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett D. Evans, Acting City Manager

SUBJECT: Adoption of a City Council Resolution Awarding a Consulting Services Agreement to Carahsoft Technology Corporation for Website Design and Services

MEETING DATE: January 22, 2019

EXECUTIVE SUMMARY

The City has requested from outside entities the improvement, updating and reconstruction of the City's website. Pursuant to the results of a request for proposal for a redesign of the City's website, the City wishes to enter into a Professional Services Agreement with Carahsoft for these services.

FISCAL IMPACT

The total cost for the redesign and annual maintenance of the website will be \$97,729, which will be billed evenly over the next five fiscal years at \$19,546 per year. The cost of the redesign and maintenance of a new version of the City's website has been budgeted in the current FY 2018-19 budget and no additional funds are being requested for the current year. Future budgets will incorporate the annual cost into the budgets so long as funding is available.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving the Consulting Services Agreement with Carahsoft to redesign and maintain the City's website.

BACKGROUND

In order to improve and reconstruct the City's website in a timely manner, staff felt it was important to have a comprehensive and integrated approach to this work effort.

Carahsoft is an authorized reseller of the Vision by Granicus platform. Vision by Granicus submitted a proposal for this project. Upon determination that the City chose to move forward with the Vision by Granicus platform, Carahsoft was brought in to sign the Consulting Services Agreement as the reseller of the Vision by Granicus platform.

SUBCOMMITTEE FINDINGS

This item was not presented before a subcommittee.

STAFF ANALYSIS

As technology becomes an even more integral part of our daily lives, the demand for an up-to-date website that incorporates mobile applications, social media connections, and current web features is needed to enable the residents and businesses to interact with the City through our website and mobile applications available.

In order to provide the most compressive website, the City issued a request for proposal (RFP) on Friday, June 29, 2018 and required final proposals be submitted on Friday, August 10, 2018 at 2 p.m. The City received 17 bids, of which three (3) were submitted late, four (4) failed to submit required documents, leaving ten (10) proposals eligible for consideration. The remaining ten (10) proposals were then sorted based upon total overall costs to narrow the review to the four (4) lowest cost proposals.

The final four firms each submitted three (3) reference sites for consideration. Eleven staff members were asked to evaluate the reference sites based upon the following criteria using a 0-5 scale, 5 being the highest:

- Ability to find forms
- Ability to navigate
- Agendas & Meetings
- Appearance
- Contact the City
- eNews Sign up
- Events/Calendar
- FAQs
- Job Openings/Applications
- Layout on mobile devices (tablets/phones)
- News
- Online services/payments
- RFP/Bidding Opportunities
- Site Search
- Social Media Integration
- Translation feature (Spanish/Other languages)
- Widescreen Layout for desktops

Additionally, the City's Information Technology Consultant performed a technical evaluation on each of the final four proposals.

Following is a summary of the total points awarded by reviewers and the technical ranking.

Company	Website Review Points	Technical Ranking
Carahsoft	166.65	Tied for 1 st
Civic Plus	149.90	Tied for 1 st
Digital Deploy	135.05	3 rd
Atlaskio	58.85	4 th

Based upon the above rankings for Carahsoft and Civic Plus, both were invited to present their vision and demonstrate the capacities of their website platform and review their plan to design and implement a newly redesigned website for the City based upon the RFP. After the presentations, both firms provided the City with access to a test site for further evaluation. Staff further reviewed the test sites.

Upon review of scores received, discussion with the interviewers and IT consultants, staff is recommending Carahsoft as the firm to redesign and maintain the City's website for the next five years. While not the lowest bidder for this project, the price is reasonable based upon the market and is justified due to the services Carahsoft will provide: 1. the City has the opportunity to create additional websites with the same features without incurring additional costs; 2. better support hours than the other vendors; 3. no page restrictions compared to other vendors; 4. offering track changes for reviewers to make editing pages easier; and 5. providing partial word or phrase search features on the website. In addition, Carahsoft has substantial experience managing over 1,500 city websites.

Approval of this agreement will assure fulfillment of the City's immediate and ongoing need for a reliable website as well as assist the City to meet both Council's goals to: 1. Increase efficiency of City Operations and Services; and 2. Improving the Quality of Life for Pittsburgh Residents. The website will help the City to realize the full benefit of its investment in information technology and deliver quality information and City services to the public through our City website. Under their proposal, Carahsoft using the Vision platform will redesign our website and will train city staff from all departments to manage the flow of information and timelines. The City is currently utilizing the Vision by Granicus platform and as such is well qualified to do this work and is the most responsive to the City's needs. After reconstruction of the website, the IT group will continue to oversee the management of the new website.

ATTACHMENTS:

Resolution

Consulting Services Agreement

Request for Proposal – Website Design

Website Design, Development and Hosting Proposal – Vision by Granicus

Carahsoft Reseller Agreement

Website RFP Results

Report Prepared By: Brad Farmer

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
CARAHSOFT TECHNOLOGY CORPORATION**
(Standard Agreement)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh ("City") and Carahsoft Technology Corporation ("Consultant") (together referred to as the "Parties") as of January 23, 2019 (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 December 31, 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 ninety seven thousand seven hundred twenty nine dollars (\$97,729), 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.

421 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.

422 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 Best's 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).

44.5 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.

44.6 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.

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

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any

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

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

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

Section 6. STATUS OF CONSULTANT.

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the

subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

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

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

8.5.1 Immediately terminate the Agreement;

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily

suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

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.

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.*

11.7 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.

11.8 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 : Carahsoft Technology Corporation
1860 Michael Faraday Dr.
Reston, VA 20190
ATTN: Stephanie Stallings

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

11.9 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.”

11.10 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

11.11 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.

11.12 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.

11.13 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 D. Evans, Acting City Manager

Kristina Smith, Contracts Manger

[NAME, TITLE]

Attest:

Alice E. Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A
SCOPE OF SERVICES

1.1 FUNCTIONAL REQUIREMENTS

Websites to be redesigned

**Main website for the City
(www.ci.pittsburg.ca.us)**

**Special Modules required for
the City website:**

1. ExtraNet for City Staff
(password protected)
2. Service Request module
3. Community Engagement
module
4. Emergency Communication
Tools on the Home Page
5. SMS Service for
eNotification

**Marina Website
(www.pittsburgmarina.com)**

**Parks & Recreation Website
(New domain name, content
to be taken from existing
website)**

Features required for all the 3 websites

The newly designed websites shall retain the features of the existing websites and offer newer features which may be relevant for citizens going forward.

1. Scalable solution with a consistent interface design, that allows for content management by selected City personnel.
 - a. Roles and responsibility-based content management
 - b. Scalable means the site can have subsites added.
2. Browser and platform neutral
 - a. IE, Chrome, Firefox, Safari etc
 - b. iOS, Android etc
3. Complete site search
4. Robust and a very user-friendly Content Management System (CMS) to update the websites
5. Ability for staff to make real-time content changes
6. Clean, contemporary design and flow
7. Intuitive navigation with a site structure that does not require multiple clicks to reach desired page
8. Ability to create role-based content management access to the page level (staff members can only affect the specific pages granted to them)
9. Site must have a workflow for users (ie Contributor/Approver)
10. Website must not require any plug-ins.
11. Provide training to city staff in updating and maintenance of the websites
12. Websites to be hosted by vendor
13. Active Directory integration
14. Social Media integration
15. Widescreen layout for Desktops
16. Responsive Design for multiple layouts for various screen sizes and resolutions (for Desktop/Laptop/Tablet/Mobile screens)
17. Customized mobile display
18. Translation feature for the website (Spanish and other languages).
19. WCAG2.0/ADA Compliance
20. Analytics Reporting regarding site usage
21. Online help (searchable)
22. Content Migration of all contents from the current website. e.g. Doc Central, Image Gallery, News, Calendar, eBlasts, bids/RFPs, Newsletters etc.)
23. Migration of iFrame pages.
24. URL Rewrites
25. Home Page or Department landing page photos should be editable
26. Broken link report
27. Unused Document/Image report
28. Search functionality on Document & Image Central using Doc/Image Ids.
29. Resend/Reminder option for eNotifications
30. eGroups should have hidden groups for testing purposes
31. Page level control for Editing/Approving.
32. Track-Change feature for edited text. This would show the approver what changes were made.
33. Page should have Publish/Expiry Date & Time
34. Scheduled e-notifications at a specified future date/time.
35. Existing page, when edited should have future publish/expiry date. After the expiry of the new version of the page, it should revert to the current version.
36. Ability to delete Search Index
37. City shall be able to set up a new website under the CMS provided by vendor, without involving vendor. The CMS provided by vendor should support multiple domains, Sites, Subsites.
38. On-demand Audio streaming on web pages

- 39. On-demand Video streaming on web pages
- 40. Audio/Video file upload to the Content Management System
- 41. Ability to add and store static HTML pages created outside of CMS.
- 42. In the eNotification lists it shall be possible to add subscribers from one group to another.
- 43. eNotification subscriber lists should be able to show list of subscribers for each group.
- 44. Website shall have optional SSL based access
- 45. Ability to copy the content of the entire site (if its hosted by you) to a storage device at City's end, on a periodic basis

1.2 MAINTENANCE REQUIREMENTS

- A. Website will be hosted, and infrastructure managed by the Consultant
- B. Service Level Agreements for hosted solution
 - o Site must be backed up daily
 - o Backup must be able to be restored within 1 day
 - o Uptime above 99.9%
 - o 1-hour responsiveness to site crash
- C. Audit logging of staff activities
- D. Method for archiving pages, PDFs, photos and video
- E. Security of site will allow for role-based access and authentication

Scope of Services and Solution/Implementation Design

City Website Redesign

Deliverables
Discovery & UX Consulting Phase Timeframe Estimate: 4 to 5 Weeks Vision Responsible for: • Project Kickoff - Web-based Consultation • Project task list & timeline • Usability Study Report • Draft homepage wireframes • Design Workshop Meeting • Final homepage wireframe City Responsible for: • Assembly of core project team with decision making authority • Access to or help installing website analytics/heat map codes to current site • Completed surveys • Key assets for homepage design - logos, branding guidelines, pictures, photos, etc • Decision-maker signoff on homepage wireframe
Graphic Design Timeframe Estimate: 5 to 6 Weeks Vision Responsible for: • Initial homepage design concept to single chosen wireframe • Revisions of homepage design concept • Interior page design concepts • Revisions of interior page design concepts City Responsible for: • Feedback on homepage design concepts • Decision-maker signoff on homepage design concept • Feedback on interior page design concepts • Decision-maker signoff on interior page design concepts

City Website Redesign (cont.)

Deliverables
Content Preparation Timeframe Estimate: 3 to 4 Weeks Vision Responsible for: • Proposed Content Migration Sitemap spreadsheet • Content Migration Development, Testing & Content Migration Timeframe Estimate: 5 to 8 Weeks Vision Responsible for: • Prototype website on development server environment City Responsible for: • Review/Revise/Signoff on Content Migration Sitemap spreadsheet
Training & Launch Timeframe Estimate: 2 to 4 Weeks Vision Responsible for: • 3 days of onsite training • Fix any discovered issues • Transfer and set up prototype website on production server environment • IP address of prototype website City Responsible for: • Training scheduled with all users • User Acceptance Testing (UAT) and reporting of any issues found • Completion and review of any client-migrated additional content • Update DNS and point A record to production server IP address (launch/go live) • Post launch training scheduled with all users.

EXHIBIT B
COMPENSATION SCHEDULE

Total compensation for contract will be \$97,729. Contract amount will be divided evenly over the five (5) year contract or \$19,546 per year upon billing from Contractor.

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.

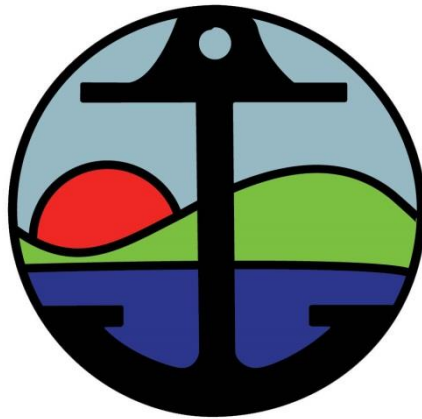
CONSULTANT

By: Kristina Smith

Title: Contracts Manager

2784980.1

Request for Proposals For Website Redesign



**Prepared by:
The City of Pittsburgh
IT and Finance Departments
Brad Farmer, Finance Director**

**Posted: Friday, June 29, 2018
Proposals Due: Friday, August 10, 2018 no later than
2:00pm**

**City of Pittsburgh
65 Civic Avenue
Pittsburg, CA 94565**

REQUEST FOR PROPOSAL FOR WEBSITE REDESIGN

BID INFORMATION

Title: Request for Proposal for Website Redesign
Contact: Brad Farmer, Finance Director
Phone: (925) 252-4848
Email: bfarmer@ci.pittsburg.ca.us

TIMELINE FOR SUBMISSION AND EVALUATION

June 29, 2018	Issue RFP
July 20, 2018	Questions
July 27, 2018	Responses to Questions
August 10, 2018	Proposals due by 2:00 p.m.
August 24, 2018	Evaluation of Proposals/Interviews (tentative)
September 17, 2018	Approval of Contract by City Council (tentative)

SUBMISSION INSTRUCTIONS

Submit Proposals To: Rhonda Caldwell
City of Pittsburg
65 Civic Ave
Pittsburg, CA 94565

Format: Please mail four (4) printed copies including one (1) signed original and submit one (1) electronic copy including a completed Exhibit A-5 in the original excel format. Faxed or emailed submissions will not be considered.

Deadline: August 10, 2018 at 2:00 p.m.

RFP CONTENTS

Section I & II	Introduction and Background
Section III	Proposal Process
Section IV	Proposal Requirements
Section V	Evaluation of Proposals
Section VI	Proposal Submittal Summary
Section 3.6	References
Exhibit A-3	Sample Professional Services Agreement
Exhibit A-5	Pricing Model
	Complete all tabs.
Exhibit A-6	City of Pittsburg Website Survey Results

Introduction & Background I & II

I. INTRODUCTION

The City of Pittsburg (City) is seeking proposals from qualified Vendors to provide a redesign of the City's current website, www.ci.pittsburg.ca.us and two other subsites. The City is asking Vendors to incorporate the latest interactive website design enhancements to encourage interaction with the public.

II. BACKGROUND

The City of Pittsburg (City) was incorporated in 1903 under the laws of the State of California. While the City is a general law City, it operates utilizing the council manager form of government. The City Council is responsible for establishing policies, adopting an annual budget, appointing commissions and committees, and hiring the City Manager and City Attorney. The City provides a full range of municipal services, including police, water and sewer, streets, cultural and recreational facilities, golf course, public works and parks, economic development, planning, zoning, building inspection, code enforcement, housing assistance, marina operations, energy distribution, engineering, and general administration.

The City last redesigned the or started using the current website in 2009. The City has determined that a review of the functionality and services offered through the City's website is appropriate at this time. It is the City's preference to maintain all current services and to enhance the appearance, usability and functions offered by other Cities.

The City will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP. However, the City reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary. By requesting proposals, the City is in no way obligated to award a contract or pay the expenses of proposing vendors in connection with the preparation or submission of a proposal. The award of any contract shall be contingent on the requisite staff's and City Council's approvals. Determination of best value to the City shall be based upon, but not limited to, the following considerations: cost; the ability, capacity, and skill of the proposer to provide the services; the ability of the provider to deliver timely services; the character, integrity, reputation, judgment, experience, and efficiency of the provider; and the quality of the provider's performance. No single factor will determine the final award decision.

III. PROPOSAL PROCESS

Deadline

All proposals must be delivered to the City no later than **2:00 p.m. on August 10, 2018**. Late submissions or proposals delivered via fax or email will not be accepted.

The City of Pittsburg reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of the City.

Questions

Questions about this Request for Proposal should be e-mailed to Rhonda Caldwell, Administrative Assistant at rcaldwell@ci.pittsburg.ca.us. The title on the subject line should read "RFP for Website Redesign." City staff will e-mail responses as well as post them on the City's website no later than July 27, 2018.

Contract Term

It is the intent of the City to award the contract for the original redesign and maintenance of the website for an initial five-year period with the option to renew five one-year periods at the sole discretion of the City. Prices in subsequent years shall be negotiated based on satisfactory customer service.

Insurance and Business License

The Vendor shall demonstrate the willingness and ability to provide the required insurance coverage as set forth in the City Agreement and provide proof of insurance prior to starting work on this project. The Vendor will also be required to obtain a City issued business license prior to award of the project, upon notification of award.

Execution of Agreement

The successful Proposer will be required to execute an agreement in the form attached hereto as Appendix A-3 of this RFP and comply with all requirements of said Agreement.

Proposal Submission:

Submit Proposals To: Rhonda Caldwell
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
rcaldwell@ci.pittsburg.ca.us

Format: Please mail four (4) printed copies including one (1) signed original and submit one (1) electronic copy including a completed Exhibit A-5 in the original excel format by 2:00 p.m., August 10, 2018.

All vendors are encouraged to be creative and innovative in responding to this RFP.

Discuss any creative pricing or payment options the vendor can provide. Describe alternate approaches to the requested services where feasible or additional services offered or recommended, which may not be specifically requested but of benefit to the City.

Proposal Format: A proposing financial institution must follow the instructions for preparing the proposal in the prescribed format. Please answer the questions in each section. Do not include any extraneous or marketing information.

Proposal Length and Copies: Proposals should not exceed 25 pages, including attachments and supplemental materials. Proposals should be on 8 ½ x 11-inch paper, minimum 12-point font and top/bottom margins of at least 0.5 inches and left/right margins of at least 1.0 inches.

No Proposal: If a service requirement or section of the proposal cannot be met by a proposer, then “No Proposal” should be indicated. An alternative equivalent service may be offered.

Contracted Services: If a service is provided by a third party, please indicate this clearly and provide name of third party company(ies).

Non-Exclusive Contract: The City reserves the right to contract with other website designers during the contract term.

IV. PROPOSAL REQUIREMENTS

- A. Cover Letter: The letter should designate the proposing Name, the address of the office where the relationship will be domiciled, the address of the local branch, if different, and be signed by an authorized officer.
- B. Table of Contents: Table of Contents should follow the RFP format as listed in Section 3.
- C. Website Design Services to Public Sector: Please respond to the following sections:
Firm Overview - General overview of the vendor, governmental client service philosophy, and corporate organization including identification of the government services unit, if any, location of corporate office(s), processing center, and branch localities. Also, please provide any relevant information regarding any correspondent vendor or hosting relationships.

Experience – Describe the vendor’s direct experience in servicing public sector clients. Please include: the number of public agency clients, the number of years’ experience with public sector websites, and vendor’s knowledge of and adherence to the California Government Code and other applicable laws as may be applicable. Will the vendor be able to comply with confirmations and respond to other requests for data as needed by the City's auditors?

Relationship Management – Identify the size and scope of your public website unit, personnel responsible for the City’s account, what each person’s role and

responsibilities will be, and the relevant credentials and experience of each person on the relationship team. Please describe what sets the vendor's government unit apart from others. Does the vendor provide a toll-free and/or local number for Customer Service?

V. EVALUATION OF PROPOSALS

Selection will be made from a list of proposers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors listed below (not in priority order):

- Understanding of the needs and operation requirements of the City.
- The experience, resources, and qualifications of the financial institution and individuals assigned to this account.
- Relevant experience managing similar account relationships with public institutions and agency clients.
- Bank and branch locations.
- Availability schedule.
- Scope of services offered including degree of automation.
- Financial strength of proposing institution.
- Adequacy of financial controls and protection against loss.
- Quality and scope of conversion plan.
- The value of any new product or service suggestions or other new ideas and enhancements.
- Compliance with the requirements of this RFP and quality of proposals.
- Proposed fees and compensation.

1 Pittsburg Website Redesign Requirements (Scope of Project)

This Section contains the functional requirements for the City website redesign. The information in this section is intended to aid the Vendor in evaluating the RFP requirements, and in preparing its Proposal in response to this RFP accordingly. Please complete Exhibit A-2 for each requirement.

In addition, vendor is to hold two (2) community meetings to obtain input from residents about functionality and services of website prior to developing website. Please reference the information collected in Exhibit A-6 for the City of Pittsburg Website Survey Results.

1.1 FUNCTIONAL REQUIREMENTS

Websites to be redesigned		
Main website for the City (www.ci.pittsburg.ca.us) Special Modules required for the City website : 1. ExtraNet for City Staff (password protected) 2. Service Request module 3. Community Engagement module 4. Emergency Communication Tools on the Home Page 5. SMS Service for eNotification	Marina Website (www.pittsburgmarina.com)	Parks & Recreation Website (New domain name, content to be taken from existing website)
Features required for all the 3 websites Please go through the websites mentioned above to get an idea about the current features that are available to the citizens, when they visit our website. The current website was implemented in 2009 and lot has changed in terms of technology, citizen expectations from a City website since then. The newly designed websites will retain the features of the existing websites and offer newer features which may be relevant for citizens going forward. Please note that the features listed below are not exhaustive. The vendor will provide a complete list of features that will be available (both for the Citizens as well as the City staff who will manage the websites) as a part of their response to this RFP.		

1. Scalable solution with a consistent interface design, that allows for content management by selected City personnel.
 - a. Roles and responsibility-based content management
 - b. Scalable means the site can have subsites added.
2. Browser and platform neutral
 - a. IE, Chrome, Firefox, Safari etc
 - b. iOS, Android etc
3. Complete site search
4. Robust and a very user-friendly Content Management System (CMS) to update the websites
5. Ability for staff to make real-time content changes
6. Clean, contemporary design and flow
7. Intuitive navigation with a site structure that does not require multiple clicks to reach desired page
8. Ability to create role-based content management access to the page level (staff members can only affect the specific pages granted to them)
9. Site must have a workflow for users (ie Contributor/Approver)
10. Website must not require any plug-ins.
11. Provide training to city staff in updating and maintenance of the websites
12. Websites to be hosted by vendor
13. Active Directory integration
14. Social Media integration
15. Widescreen layout for Desktops
16. Responsive Design for multiple layouts for various screen sizes and resolutions (for Desktop/Laptop/Tablet/Mobile screens)
17. Customized mobile display
18. Translation feature for the website (Spanish and other languages).
19. WCAG2.0/ADA Compliance
20. Analytics Reporting regarding site usage
21. Online help (searchable)
22. Content Migration of all contents from the current website. e.g. Doc Central, Image Gallery, News, Calendar, eBlasts, bids/RFPs, Newsletters etc.)
23. Migration of iFrame pages.
24. URL Rewrites
25. Home Page or Department landing page photos should be editable
26. Broken link report
27. Unused Document/Image report
28. Search functionality on Document & Image Central using Doc/Image Ids.
29. Resend/Reminder option for eNotifications
30. eGroups should have hidden groups for testing purposes
31. Page level control for Editing/Approving.
32. Track-Change feature for edited text. This would show the approver what changes were made.
33. Page should have Publish/Expiry Date & Time
34. Scheduled e-notifications at a specified future date/time.
35. Existing page, when edited should have future publish/expiry date. After the expiry of the new version of the page, it should revert to the current version.
36. Ability to delete Search Index
37. City should be able to set up a new website under the CMS provided by vendor, without involving vendor. The CMS provided by vendor should support multiple domains, Sites, Subsites.
38. On-demand Audio streaming on web pages

- 39. On-demand Video streaming on web pages
- 40. Audio/Video file upload to the Content Management System
- 41. Ability to add and store static HTML pages created outside of CMS.
- 42. In the eNotification lists it should be possible to add subscribers from one group to another.
- 43. eNotification subscriber lists should be able to show list of subscribers for each group.
- 44. Website should have optional SSL based access
- 45. Ability to copy the content of the entire site (if its hosted by you) to a storage device at our end, on a periodic basis

1.2 **MAINTENANCE REQUIREMENTS**

- A. Website will be hosted, and infrastructure managed by the Vendor
- B. Service Level Agreements for hosted solution
 - o Site must be backed up daily
 - o Backup must be able to be restored within 1 day
 - o Uptime above 99.99%
 - o 1-hour responsiveness to site crash
- C. Audit logging of staff activities
- D. Method for archiving pages, PDFs, photos and video
- E. Security of site will allow for role-based access and authentication

2 EVALUATION CRITERIA AND SCORING MODEL

2.1 **QUALIFYING PROPOSALS**

City will review each submitted Proposal to determine whether it is a Qualifying Proposal. A Qualifying Proposal is one that meets all the criteria set forth below. All Proposals that ***ARE NOT*** a Qualifying Proposal will be disqualified from this RFP process.

A “Qualifying Proposal” is a Proposal that:

- A. Was submitted (in the form and format required) by the due date and time as specified on Page 1 in the Timeline for Submissions.
- B. Conforms to all the requirements of the RFP (e.g. includes the requisite number of copies, and customer references).

2.2 **EVALUATION OF QUALIFYNG PROPOSALS**

City will evaluate each Qualifying Proposal based on the degree to which it complies with City's requirements, as articulated in this RFP. The primary categories to be evaluated are:

- A. Scope and Solution/Implementation, including whether Vendor accepted the scope of services presented in this RFP, met the solution/implementation requirements and constraints, proposed an appropriate development plan, mitigated risks, and delivered value added components.
- B. Pricing, including whether Vendor provided a cost-effective pricing methodology.

- C. Business Viability: Business Tenure or General Experience, Acceptance of Insurance Requirements, Customer References or Local Experience, Workforce or Staff.

Contract award will not be based solely on price, but on “lowest responsible bidder,” a combination of factors as determined to be in the best long-term interest of the City.

Information on how the City will weigh these categories with respect to choosing Finalist referenced in Section 2.2 above is set forth below:

Evaluation Category	First Down Selection	Award of Services
Scope and Solution	65%	65%
Pricing	35%	35%
TOTAL	100%	100%

2.3 NO REPRESENTATIONS OR WARRANTIES

The City makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP or otherwise provided by the City through the RFP process. Vendor is responsible for making its own evaluation of information and data contained in this RFP or otherwise provided by the City, and for preparing and submitting responses to the RFP.

The City has attempted to validate the information provided in this RFP, but it is possible that Vendor may detect inconsistencies or potential errors. While Vendor should identify these potential issues in its questions or in an appendix to its proposal, Vendor should use the information provided in the RFP on an “as-is” basis for its initial proposal. Information regarding the City and the initiative may be revised or updated and republished for inclusion in a final response.

2.4 PROPOSAL PREPARATION COSTS

Vendor will be responsible for all costs it incurs in connection with this RFP process (including but not limited to proposal preparation, personnel time, travel-related costs, and other expenses) and any subsequent agreement negotiations.

3 PROPOSAL RESPONSE REQUIREMENTS

This Section describes the contents of Vendor’s Proposal and provides an outline of how Vendor should organize it. Vendor’s Proposal will not be considered responsive unless it fully complies with the requirements in this Section

Specifically, Vendor’s Proposal shall include each of the sections referenced in the table below. The requirements for each of these Proposal sections are described in more detail in this Section. **VENDOR’S PROPOSAL WILL BE DISQUALIFIED FROM THIS RFP PROCESS IF THE VENDOR FAILS TO CONFORM TO THE PROPOSAL**

INSTRUCTIONS IN THIS SECTION.

Sections and Topics
Cover Letter
Section 1 – Executive Summary
Section 2 – Scope of Services
Section 3 – Solution/Implementation Design
Section 4 – Pricing Model
Section 5 – References
Section 6 – Vendor's Alternative Proposals
Section 7 – Vendor's Due Diligence Requirements
Section 8 – Insurance and Indemnification

3.1 **COVER LETTER**

Vendor's Proposal shall begin with a cover letter acknowledging Vendor's understanding of the RFP process and requirements set forth in this RFP, including Vendor's commitment to its Proposal. The cover letter shall be signed by an authorized representative of Vendor. This section should also contain the non-collusion affidavit that is provided in this RFP as Exhibit A-4.

3.2 **EXECUTIVE SUMMARY**

Following the cover letter, Section 1 of Vendor's Proposal shall consist of an executive summary providing an overview of Vendor's solution/implementation, with a focus on any new technologies, innovations, processes, and transformation that Vendor will bring to help the City meet its objectives. The executive summary should include a description of the following:

- A. A description of Vendor's solution/implementation.
- B. A description of Vendor's pricing approach, including any software license costs.
- C. A description of Vendor's relevant experience to the proposed solution/implementation, including Vendor's previous municipal and local government clients with similar geographic footprints and population sizes as City.
- D. A list of key interactions expected to occur between Vendor and the other involved parties (e.g., the City, City contractors, etc.), as well as a description of Vendor's approach for managing and communicating between and among those parties during the development and deployment of the web site.

- E. A summary of any key differentiators that make Vendor uniquely positioned to provide a website redesign to the City.

Please add the following verbiage to the Executive Summary:

The undersigned declares that she or he:

- Has carefully examined the Request for Proposal, which is hereby made a part of this proposal.
- Is thoroughly familiar with its contents.
- Is authorized to represent the proposing firm.
- Agrees to perform the work as set forth in this proposal.
- Certifies this proposal meets or exceeds all of the requirements Request for Proposal, except as otherwise indicated and supported by supplemental schedules or attachments included with this proposal.
- Will be required to provide a certificate of Insurance as detailed in this RFP.

Firm Name and Address

<i>Contact</i>	<i>Phone</i>

Corresponding Bank (if applicable):_

Local Branch Address

<i>Branch Manager</i>	<i>Phone</i>

Signature of Authorized Representative

<i>Date</i>

The undersigned declares that they have carefully examined the Request for Proposal, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full.

3.3 SCOPE OF SERVICES

In Section 1 of its Proposal, the Scope of Services, Vendor shall explicitly confirm its agreement with the full Scope of Services described in this section. Vendor may also propose alternatives under Section 3.7 -Vendor's Alternative Proposals, in addition to addressing the scope of services in section 1.

3.4 SOLUTION/IMPLEMENTATION DESIGN

Section 3 of Vendor's Proposal shall describe Vendor's Solution/Implementation Design.

3.4.1 CITY WEBSITE REDESIGN

3.4.1.1 Describe the Vendor's solution/implementation to provide solution/implementations for the scope/requirements outlined in Section 1 of this RFP.

TOOLS AND TECHNOLOGY

Identify the tools and technology Vendor proposes to deploy for the City website redesign and describe how the tools will benefit the City and how such components would be expected to interoperate and integrate with the City's technology environment.

Identify any license fees, implementation fees, and/or other charges Vendor would propose to pass-through to the City for tools and technology, and any other technology-related fees for which the City might be responsible.

Explain any assumptions Vendor has made about systems and resources available within the City's information technology environment.

In addition to the above, fill out and include in this section the Business Requirement Matrix (attached as Exhibit A-2).

3.4.2 SECURITY

Identify the tools and technology Vendor proposes to deploy for the City website redesign and describe how such tools and technology will provide for the confidentiality, integrity and availability of the City's backup data.

3.5 PRICING MODEL

In Section 4.5 Exhibit A-5 of Vendor's Proposal, the Pricing Model, Vendor shall provide a detailed breakdown of costs associated with the Proposal, including, but not limited to, costs for project management, research/inquiry, development, training and implementation for:

1. Redesign and implementation of our new website.

2. Hosting cost:
 - a. External Hosting
 - b. Internal Hosting
3. Maintenance Costs

3.6 REFERENCES

In Section 5 of the Vendor's Proposal, Vendor shall provide project descriptions and verifiable references for at least three (3) of Vendor's customers that, to the extent possible, are local (or state) governments, have similar geographic footprints and population sizes as the City, and for which Vendor has developed and implemented websites within the last twelve (12) months. The references shall include contact information.

Reference No. 1

Customer Name	
Contact Individual	
Telephone	
E-mail Address	
Street Address	
City, State, Zip Code	

Reference No. 2

Customer Name	
Contact Individual	
Telephone	
E-mail Address	
Street Address	
City, State, Zip Code	

Reference No. 3

Customer Name	
Contact Individual	
Telephone	
E-mail Address	
Street Address	
City, State, Zip Code	

Additionally, attach a listing of any clients where similar services were provided who terminated services in the last three years prior to the end of the service agreement.

3.7 VENDOR'S ALTERNATIVE PROPOSALS

In the Vendor's Proposal, Vendor may include an alternative solution/implementation ("Alternative Proposal") for consideration by the City. Alternative Proposals shall be accompanied by appropriately adjusted solution/implementation descriptions and pricing models.

For clarity, Alternative Proposals are intended to be supplement Vendor's core Proposal and should not be used as a substitute to addressing City's stated requirements.

3.8 INSURANCE AND RISK OF LOSS

Please include a statement that your company, if awarded the contract, will provide the required insurance documents as outlined in Exhibit A-3.

Please see Exhibit A-3 for City's Insurance Requirements.

4 LIST OF ATTACHMENTS AND EXHIBITS

Exhibit A-1: Vendor Questions Template

Exhibit A-2: Business Requirement Matrix

Exhibit A-3: Proposed Standard Contract

Exhibit A-4: Non Collusion Affidavit

Exhibit A-5: Pricing Module

Exhibit A-1 - Vendor Questions Template

<u>RFP Section</u>	QUESTION

Exhibit A-2 - Business Requirement Matrix (must be completed)

Requirements ID	Requirements Description	Vendor Response: How does your system meet the requirement?	Vendor Response: Is customization required? Yes or No
BUS 100.			

Exhibit A-3 – Proposed Standard Contract

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND [NAME OF CONSULTANT] (Standard Agreement)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh ("City") and _____ ("Consultant") (together referred to as the "Parties") as of _____, 20__ (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the 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 _____ 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 _____ (\$ _____), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to

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

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

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

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

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

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

2.5 Payment of Taxes. Consultant is solely responsible for the payment

of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

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

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

4.3 Professional Liability Insurance.

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

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

- a. The retroactive date of the policy must be shown and

must be before the date of the Agreement.

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

4.4 All Policies Requirements.

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

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

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

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

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

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

The Workers' Compensation policy shall be endorsed with a

waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

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

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

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

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

Section 6. STATUS OF CONSULTANT.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical

condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall

include, but not be limited to, the following:

- 8.5.1** Immediately terminate the Agreement;
- 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.5.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.5.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.
- 8.5.5** The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in

accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 10.7 Solicitation.** Consultant agrees not to solicit business at any

meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

- 10.8 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested, Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant: _____

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

Joe Sbranti, City Manager

[NAME, TITLE]

Attest:

Alice E. Evenson, City Clerk

Approved as to Form:

Ruthann G. Ziegler, City Attorney

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: _____

2784980.1

Exhibit A-4 Non-Collusion Affidavit

The Proposer, by its officers and its agents or representatives present at the time of filing this Proposal, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Proposer, or with any officer of the Owner or Owner's representative whereby such affiant or affiants or either of them has paid or is to pay such other Proposer or officer any sum of money, or has given or is to give to such other Proposer or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached prices that no inducement of any form or character other than that which appears on the face of the Proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Proposal or awarding of the Contract, nor has this Proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Proposal.

Submitted By:

Firm Name _____

Authorized Signature _____

Date _____

SIGNATURES

If PROPOSER is:

A. An Individual

By _____

(SEAL)

(Individual's

Name) Doing business

as

Business Address:

Phone Number: _____

B. A Partnership

By _____

(SEAL)

(Firm Name)

(General Partner)

Business Address:

Phone Number: _____

C. A Corporation

By _____

(SEAL)

(Corporation Name)

(State of Incorporation)

By _____

(Name of Person Authorized to Sign)

Title _____

Attest _____

(Secretary)

Business Address:

Phone Number:

D. A Joint Venture

By _____ (Name)

Business Address:

By _____ (Name)

Business Address:

Each joint venture member must sign. The manner of signing for each individual partnership and corporation that is party to joint venture should be in manner indicated above.

EXHIBIT A-5

PRICING MODEL

Pricing Template - Request for Proposal for Website Redesign		
1	Price for complete redesign of existing website	\$
2	Cost to Host website for term of contract	
3	Cost to provide in-house hosting of website	
	Total initial Implementation Cost	\$ -
4	Annual Maintenance Cost for five (5) years	\$
5	Labor Cost for any special additional programming	
	List position and hourly rate(s)	\$

EXHIBIT A-6

WEBSITE SURVEY RESULTS

 Engage Pittsburgh
City's Website

i	Summary Of Responses	2
ii	Individual Responses Grouped By Age Group	6

City's Website

How do you use the City's website and how can it be improved?

Summary Of Responses

As of June 11, 2018, 8:22 AM, this forum had:

Attendees: 72

Responses: 36

Hours of Public Comment: 1.8

This topic started on May 14, 2018, 10:48 AM.

This topic ended on June 1, 2018, 4:09 PM.

What is your relationship with the City of Pittsburg?

		%	Count
I am a Pittsburg Resident		94.4%	34
Other		5.6%	2

How often do you visit the City of Pittsburg website?

		%	Count
Once or twice a year		27.8%	10
A few times a month		41.7%	15
One or two times a week		16.7%	6
Everyday		13.9%	5

The last time you visited the City's website, which of the following best describes what you were looking for?

		%	Count
Recycling Center, Garbage Collection, Household Hazardous Waste		2.8%	1

City's Website

How do you use the City's website and how can it be improved?

		%	Count
Planning/Building Department, Permits, Zoning, Development		13.9%	5
Recreation Department: classes, programs, events		11.1%	4
Meeting or Event Details/Calendar		36.1%	13
Make a Payment		11.1%	4
Other		25.0%	9

Were you able to find what you were looking for on the City's website?

		%	Count
Yes		58.3%	21
Partially		33.3%	12
No		8.3%	3

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

		%	Count
Very Likely		38.9%	14
Somewhat Likely		41.7%	15
Not Likely		19.4%	7

Which of the following sources drove you to participate in this survey?

		%	Count
Familiarity with the site/City		25.0%	9
Email sent from the City		44.4%	16

City's Website

How do you use the City's website and how can it be improved?

		%	Count
Looking for general information		30.6%	11

What improvements would you like to see to the City website? Check all that apply.

		%	Count
Navigation		50.0%	18
More Content		66.7%	24
Update the design (look and feel)		38.9%	14
More online transactions		16.7%	6
More Photos		38.9%	14
Other		30.6%	11

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

		%	Count
City Website		38.9%	14
Facebook		52.8%	19
Instagram		2.8%	1
Newspaper		25.0%	9
Word of Mouth		38.9%	14
City Mailing/Communication/Newsletter		41.7%	15
Other		16.7%	6

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

City's Website

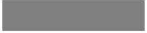
How do you use the City's website and how can it be improved?

		%	Count
Yes		86.1%	31
No		13.9%	5

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

		%	Count
Yes		83.3%	30
No, never		2.8%	1
Maybe		13.9%	5

How do you access the internet? Check all that apply.

		%	Count
Mobile device (iPad, Smartphone)		88.9%	32
Desktop		69.4%	25

Please let us know if you have any other comments or feedback:

Answered	10
Skipped	26

City's Website

How do you use the City's website and how can it be improved?

Individual Responses Grouped By Age Group

All participants with ages 30-39

What is your relationship with the City of Pittsburg?

		%	Count
I am a Pittsburg Resident		100.0%	3

How often do you visit the City of Pittsburg website?

		%	Count
A few times a month		66.7%	2
One or two times a week		33.3%	1

The last time you visited the City's website, which of the following best describes what you were looking for?

		%	Count
Recreation Department: classes, programs, events		33.3%	1
Meeting or Event Details/Calendar		33.3%	1
Make a Payment		33.3%	1

Were you able to find what you were looking for on the City's website?

		%	Count
Yes		66.7%	2
Partially		33.3%	1

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply

City's Website

How do you use the City's website and how can it be improved?

for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

		%	Count
Very Likely		66.7%	2
Not Likely		33.3%	1

Which of the following sources drove you to participate in this survey?

		%	Count
Familiarity with the site/City		66.7%	2
Email sent from the City		33.3%	1

What improvements would you like to see to the City website? Check all that apply.

		%	Count
Navigation		66.7%	2
More Content		33.3%	1
Update the design (look and feel)		66.7%	2
More Photos		33.3%	1
Other		66.7%	2

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

		%	Count
Facebook		66.7%	2
Word of Mouth		33.3%	1
Other		33.3%	1

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and

City's Website

How do you use the City's website and how can it be improved?

recreation programs or City meeting agendas?

		%	Count
Yes		66.7%	2
No		33.3%	1

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

		%	Count
Yes		100.0%	3

How do you access the internet? Check all that apply.

		%	Count
Mobile device (iPad, Smartphone)		100.0%	3
Desktop		100.0%	3

Please let us know if you have any other comments or feedback:

Answered	1
Skipped	2

Name not shown 1 to 2 miles (registered)

May 14, 2018, 2:22 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

One or two times a week

The last time you visited the City's website, which of the following best describes what you were looking for?

City's Website

How do you use the City's website and how can it be improved?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

Other - Focus your money on other things. The website can wait, the actual city cannot.

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

You do not need to improve the website right now. What good is a fancy new website if the city itself is still in disarray? Fix the city first, then the website.

Name not shown ½ to 1 mile (registered)

May 14, 2018, 5:50 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

City's Website

How do you use the City's website and how can it be improved?

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Recreation Department: classes, programs, events

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown ½ to 1 mile (registered)

May 15, 2018, 11:48 PM

City's Website

As of June 11, 2018, 8:22 AM

<http://www.opentownhall.com/6272>

Page 10 of 66

City's Website

How do you use the City's website and how can it be improved?

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Make a Payment

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Not Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

Update the design (look and feel)

Other - Make log-in easier when making an online water payment. I can never remember my password and login is a hassle. I have to call in, which I hate doing because it takes so long.

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Word of Mouth

Other - Nextdoor app

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

No

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

City's Website

How do you use the City's website and how can it be improved?

Desktop

Please let us know if you have any other comments or feedback:

No response

City's Website

How do you use the City's website and how can it be improved?

All participants with ages 40-49

What is your relationship with the City of Pittsburg?

		%	Count
I am a Pittsburg Resident		100.0%	3

How often do you visit the City of Pittsburg website?

		%	Count
A few times a month		100.0%	3

The last time you visited the City's website, which of the following best describes what you were looking for?

		%	Count
Meeting or Event Details/Calendar		33.3%	1
Other		66.7%	2

Were you able to find what you were looking for on the City's website?

		%	Count
Yes		33.3%	1
Partially		66.7%	2

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

		%	Count
Very Likely		66.7%	2
Somewhat Likely		33.3%	1

City's Website

How do you use the City's website and how can it be improved?

Which of the following sources drove you to participate in this survey?

		%	Count
Email sent from the City		66.7%	2
Looking for general information		33.3%	1

What improvements would you like to see to the City website? Check all that apply.

		%	Count
More Content		66.7%	2
More Photos		33.3%	1
Other		33.3%	1

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

		%	Count
City Website		33.3%	1
Facebook		33.3%	1
Newspaper		33.3%	1
City Mailing/Communication/Newsletter		66.7%	2
Other		33.3%	1

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

		%	Count
Yes		100.0%	3

Would you use the City's website to find out about community events to attend for fun, or to learn more

City's Website

How do you use the City's website and how can it be improved?

about an issue?

		%	Count
Yes		100.0%	3

How do you access the internet? Check all that apply.

		%	Count
Mobile device (iPad, Smartphone)		100.0%	3
Desktop		33.3%	1

Please let us know if you have any other comments or feedback:

Answered	2
Skipped	1

May 15, 2018, 7:24 AM

**What is your relationship with the City of
Pittsburg?**I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?
A few times a month

**The last time you visited the City's website, which of the following best describes what you were
looking for?**
Other - Commission Vacancy

Were you able to find what you were looking for on the City's website?
Partially

**Based on the information you found, how likely are you to take some type of action soon? (i.e., apply
for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)**
Somewhat Likely

City's Website

How do you use the City's website and how can it be improved?

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Other - Transparency from the City

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

The City Council should be more transparent with Commission appointments. - Housing Advocate

Name not shown ½ to 1 mile (registered)

May 16, 2018, 6:57 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply

City's Website

How do you use the City's website and how can it be improved?

for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)
Very Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

More Content

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Facebook

Newspaper

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown½ to 1 mile (registered)

May 24, 2018, 4:51 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were

City's Website

How do you use the City's website and how can it be improved?

looking for?

Other - Check all that apply

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

More Content

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Other - Banners. But I will sign up for the Website.

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

The City of Pittsburg May need assistance with city development. Planning for the influx of civilians, pedestrians, and traffic. City outreach teams should also be in place. Taxes don't need to be raised, but proper planning will rejuvenate city spending. Environmental consideration should be commissioned when City development is taking place. The infrastructure should always have room for growth and opportunity. Thank you for allowing me to be A part of a Greater Bay Area City.

City's Website

How do you use the City's website and how can it be improved?

All participants with ages 50-59

What is your relationship with the City of Pittsburg?

		%	Count
I am a Pittsburg Resident		75.0%	3
Other		25.0%	1

How often do you visit the City of Pittsburg website?

		%	Count
Once or twice a year		25.0%	1
A few times a month		25.0%	1
Everyday		50.0%	2

The last time you visited the City's website, which of the following best describes what you were looking for?

		%	Count
Planning/Building Department, Permits, Zoning, Development		25.0%	1
Recreation Department: classes, programs, events		25.0%	1
Other		50.0%	2

Were you able to find what you were looking for on the City's website?

		%	Count
Yes		75.0%	3
Partially		25.0%	1

City's Website

How do you use the City's website and how can it be improved?

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

		%	Count
Very Likely		50.0%	2
Somewhat Likely		50.0%	2

Which of the following sources drove you to participate in this survey?

		%	Count
Familiarity with the site/City		75.0%	3
Looking for general information		25.0%	1

What improvements would you like to see to the City website? Check all that apply.

		%	Count
More Content		50.0%	2
Update the design (look and feel)		75.0%	3
More Photos		25.0%	1
Other		25.0%	1

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

		%	Count
City Website		50.0%	2
Facebook		50.0%	2
Newspaper		25.0%	1
Word of Mouth		75.0%	3
City Mailing/Communication/Newsletter		25.0%	1

City's Website

How do you use the City's website and how can it be improved?

		%	Count
Other		25.0%	1

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

		%	Count
Yes		100.0%	4

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

		%	Count
Yes		100.0%	4

How do you access the internet? Check all that apply.

		%	Count
Mobile device (iPad, Smartphone)		100.0%	4
Desktop		50.0%	2

Please let us know if you have any other comments or feedback:

Answered	1
Skipped	3

Name not shown1 to 2 miles (registered)

May 14, 2018, 4:09 PM

What is your relationship with the City of
Pittsburg?I am a Pittsburg Resident

City's Website

How do you use the City's website and how can it be improved?

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Other - City council agenda

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

Other - Calendar of all City events, not just City Sponsored events (With approvals, guidelines, etc) The website could be a hub for all things Pittsburg

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Word of Mouth

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown½ to 1 mile (registered)

May 15, 2018, 6:36 AM

City's Website

How do you use the City's website and how can it be improved?

What is your relationship with the City of Pittsburg?

Other - Resident and business owner

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Other - Code Enforcement

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

Update the design (look and feel)

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Newspaper

Other - City email

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

City's Website

How do you use the City's website and how can it be improved?

Please let us know if you have any other comments or feedback:

No response

Name not shown more than 2 miles (registered)

May 15, 2018, 8:50 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Everyday

The last time you visited the City's website, which of the following best describes what you were looking for?

Planning/Building Department, Permits, Zoning, Development

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

More Content

Update the design (look and feel)

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Word of Mouth

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more

City's Website

How do you use the City's website and how can it be improved?

about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

No

Name not shown more than 2 miles (registered)

May 15, 2018, 11:03 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Everyday

The last time you visited the City's website, which of the following best describes what you were looking for?

Recreation Department: classes, programs, events

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

More Content

Update the design (look and feel)

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Word of Mouth

City's Website

How do you use the City's website and how can it be improved?

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

No response

City's Website

How do you use the City's website and how can it be improved?

All participants with ages 60-69

What is your relationship with the City of Pittsburg?

		%	Count
I am a Pittsburg Resident		100.0%	4

How often do you visit the City of Pittsburg website?

		%	Count
A few times a month		25.0%	1
One or two times a week		50.0%	2
Everyday		25.0%	1

The last time you visited the City's website, which of the following best describes what you were looking for?

		%	Count
Meeting or Event Details/Calendar		75.0%	3
Make a Payment		25.0%	1

Were you able to find what you were looking for on the City's website?

		%	Count
Yes		100.0%	4

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

		%	Count
Very Likely		50.0%	2

City's Website

How do you use the City's website and how can it be improved?

		%	Count
Somewhat Likely		50.0%	2

Which of the following sources drove you to participate in this survey?

		%	Count
Familiarity with the site/City		25.0%	1
Email sent from the City		50.0%	2
Looking for general information		25.0%	1

What improvements would you like to see to the City website? Check all that apply.

		%	Count
Navigation		50.0%	2
More Content		100.0%	4
Update the design (look and feel)		50.0%	2
More online transactions		25.0%	1
More Photos		50.0%	2
Other		25.0%	1

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

		%	Count
City Website		75.0%	3
Facebook		50.0%	2
Newspaper		25.0%	1
Word of Mouth		25.0%	1

City's Website

How do you use the City's website and how can it be improved?

		%	Count
City Mailing/Communication/Newsletter		75.0%	3

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

		%	Count
Yes		100.0%	4

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

		%	Count
Yes		100.0%	4

How do you access the internet? Check all that apply.

		%	Count
Mobile device (iPad, Smartphone)		100.0%	4
Desktop		75.0%	3

Please let us know if you have any other comments or feedback:

No response

Name not shown more than 2 miles (registered)

May 14, 2018, 11:42 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Everyday

City's Website

How do you use the City's website and how can it be improved?

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown within ¼ mile (registered)

May 15, 2018, 10:02 AM

City's Website

How do you use the City's website and how can it be improved?

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

One or two times a week

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

More Content

More Photos

Other - Ability to engage/ E-mail departments within the City ie Code Enforcement etc.

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Facebook

Newspaper

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

City's Website

How do you use the City's website and how can it be improved?

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown 1 to 2 miles (registered)

May 16, 2018, 12:40 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

More online transactions

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Facebook

Word of Mouth

City Mailing/Communication/Newsletter

City's Website

How do you use the City's website and how can it be improved?

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown 1 to 2 miles (registered)

May 18, 2018, 9:32 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

One or two times a week

The last time you visited the City's website, which of the following best describes what you were looking for?

Make a Payment

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

More Content

City's Website

How do you use the City's website and how can it be improved?

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.
City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?
Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?
Yes

How do you access the internet? Check all that apply.
Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:
No response

City's Website

How do you use the City's website and how can it be improved?

All participants with ages 70-79

What is your relationship with the City of Pittsburg?

		%	Count
I am a Pittsburg Resident		100.0%	5

How often do you visit the City of Pittsburg website?

		%	Count
Once or twice a year		40.0%	2
A few times a month		40.0%	2
Everyday		20.0%	1

The last time you visited the City's website, which of the following best describes what you were looking for?

		%	Count
Planning/Building Department, Permits, Zoning, Development		20.0%	1
Meeting or Event Details/Calendar		60.0%	3
Other		20.0%	1

Were you able to find what you were looking for on the City's website?

		%	Count
Yes		80.0%	4
No		20.0%	1

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

City's Website

How do you use the City's website and how can it be improved?

		%	Count
Very Likely		20.0%	1
Somewhat Likely		40.0%	2
Not Likely		40.0%	2

Which of the following sources drove you to participate in this survey?

		%	Count
Email sent from the City		80.0%	4
Looking for general information		20.0%	1

What improvements would you like to see to the City website? Check all that apply.

		%	Count
Navigation		100.0%	5
More Content		40.0%	2
Update the design (look and feel)		20.0%	1
More online transactions		20.0%	1
More Photos		40.0%	2

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

		%	Count
City Website		20.0%	1
Facebook		20.0%	1
Newspaper		80.0%	4
Word of Mouth		40.0%	2

City's Website

How do you use the City's website and how can it be improved?

		%	Count
City Mailing/Communication/Newsletter		80.0%	4

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

		%	Count
Yes		100.0%	5

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

		%	Count
Yes		60.0%	3
No, never		20.0%	1
Maybe		20.0%	1

How do you access the internet? Check all that apply.

		%	Count
Mobile device (iPad, Smartphone)		60.0%	3
Desktop		100.0%	5

Please let us know if you have any other comments or feedback:

No response

Name not shown 1 to 2 miles (registered)

May 14, 2018, 11:16 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

City's Website

How do you use the City's website and how can it be improved?

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

No

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Not Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Newspaper

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

No, never

How do you access the internet? Check all that apply.

Desktop

Please let us know if you have any other comments or feedback:

City's Website

How do you use the City's website and how can it be improved?

No response

Name not shown ¼ to ½ mile (registered)

May 15, 2018, 7:13 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Everyday

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

More online transactions

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Newspaper

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more

City's Website

How do you use the City's website and how can it be improved?

about an issue?

Yes

How do you access the internet? Check all that apply.

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown more than 2 miles (registered)

May 15, 2018, 8:34 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Newspaper

Word of Mouth

City Mailing/Communication/Newsletter

City's Website

How do you use the City's website and how can it be improved?

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown 1 to 2 miles (registered)

May 15, 2018, 3:10 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Planning/Building Department, Permits, Zoning, Development

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Not Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

City's Website

How do you use the City's website and how can it be improved?

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Newspaper

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown 1 to 2 miles (registered)

May 16, 2018, 9:05 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Other - Survey on Golf course

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

City's Website

How do you use the City's website and how can it be improved?

What improvements would you like to see to the City website? Check all that apply.

Navigation

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Word of Mouth

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Maybe

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

City's Website

How do you use the City's website and how can it be improved?

All participants who haven't shared their age

What is your relationship with the City of Pittsburg?

		%	Count
I am a Pittsburg Resident		94.1%	16
Other		5.9%	1

How often do you visit the City of Pittsburg website?

		%	Count
Once or twice a year		41.2%	7
A few times a month		35.3%	6
One or two times a week		17.6%	3
Everyday		5.9%	1

The last time you visited the City's website, which of the following best describes what you were looking for?

		%	Count
Recycling Center, Garbage Collection, Household Hazardous Waste		5.9%	1
Planning/Building Department, Permits, Zoning, Development		17.6%	3
Recreation Department: classes, programs, events		11.8%	2
Meeting or Event Details/Calendar		29.4%	5
Make a Payment		11.8%	2
Other		23.5%	4

City's Website

How do you use the City's website and how can it be improved?

Were you able to find what you were looking for on the City's website?

		%	Count
Yes		41.2%	7
Partially		47.1%	8
No		11.8%	2

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

		%	Count
Very Likely		29.4%	5
Somewhat Likely		47.1%	8
Not Likely		23.5%	4

Which of the following sources drove you to participate in this survey?

		%	Count
Familiarity with the site/City		17.6%	3
Email sent from the City		41.2%	7
Looking for general information		41.2%	7

What improvements would you like to see to the City website? Check all that apply.

		%	Count
Navigation		52.9%	9
More Content		76.5%	13
Update the design (look and feel)		35.3%	6
More online transactions		23.5%	4

City's Website

How do you use the City's website and how can it be improved?

		%	Count
More Photos		41.2%	7
Other		35.3%	6

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

		%	Count
City Website		41.2%	7
Facebook		64.7%	11
Instagram		5.9%	1
Newspaper		11.8%	2
Word of Mouth		41.2%	7
City Mailing/Communication/Newsletter		29.4%	5
Other		17.6%	3

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

		%	Count
Yes		76.5%	13
No		23.5%	4

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

		%	Count
Yes		76.5%	13
Maybe		23.5%	4

City's Website

How do you use the City's website and how can it be improved?

How do you access the internet? Check all that apply.

		%	Count
Mobile device (iPad, Smartphone)		88.2%	15
Desktop		64.7%	11

Please let us know if you have any other comments or feedback:

Answered	6
Skipped	11

Name not available (unclaimed)

May 14, 2018, 11:12 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

City's Website

How do you use the City's website and how can it be improved?

More online transactions
More Photos
Other - Social Media Integration

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website
Facebook
Word of Mouth

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

The website is way too cluttered. Need to focus on simplification. Less is more!

Name not available (unclaimed)

May 14, 2018, 11:45 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Everyday

The last time you visited the City's website, which of the following best describes what you were looking for?

Other - Job opportunities

Were you able to find what you were looking for on the City's website?

No

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

City's Website

How do you use the City's website and how can it be improved?

Not Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

More online transactions

More Photos

Other - Everything! I for another City and Pittsburg website was the least improved. Even Antioch had a better website than Pittsburg.

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Word of Mouth

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

Why aren't we doing classes or programs the residents can join. I've seen plenty of City have way more classes than Pittsburg. They also mail out activities guides.

Name not available (unclaimed)

May 14, 2018, 1:31 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Once or twice a year

City's Website

How do you use the City's website and how can it be improved?

The last time you visited the City's website, which of the following best describes what you were looking for?

Other - Jobs

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

More Content

Other - More content on community job openings, jobs for teenagers

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

No

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

No response

Name not available (unclaimed)

May 14, 2018, 3:33 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

City's Website

How do you use the City's website and how can it be improved?

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Other - During city council meetings

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not available (unclaimed)

May 14, 2018, 5:43 PM

City's Website

How do you use the City's website and how can it be improved?

What is your relationship with the City of Pittsburg?

Other - Live and own a business in Pittsburg

How often do you visit the City of Pittsburg website?

One or two times a week

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Not Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

Navigation

Update the design (look and feel)

Other - Mobile friendly

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Word of Mouth

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

No

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Maybe

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

City's Website

How do you use the City's website and how can it be improved?

Please let us know if you have any other comments or feedback:

Navigation of the site currently is dependent on the average citizen knowing "proper" department names and functions. The website is for the public and should be built for the end user.

Name not available (unclaimed)

May 14, 2018, 6:53 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Other - water bill, swim ctr, recycling

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Not Likely

Which of the following sources drove you to participate in this survey?

Familiarity with the site/City

What improvements would you like to see to the City website? Check all that apply.

Other - more truth

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

No

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Maybe

City's Website

How do you use the City's website and how can it be improved?

How do you access the internet? Check all that apply.

Desktop

Please let us know if you have any other comments or feedback:

all council members should resign before we get really mad.

Name not available (unclaimed)

May 15, 2018, 6:34 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Make a Payment

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more

City's Website

How do you use the City's website and how can it be improved?

about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

No response

Name not available (unclaimed)

May 15, 2018, 8:41 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Recreation Department: classes, programs, events

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

City Mailing/Communication/Newsletter

City's Website

How do you use the City's website and how can it be improved?

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown 1 to 2 miles (registered)

May 15, 2018, 9:00 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Make a Payment

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

More Content

More Photos

City's Website

How do you use the City's website and how can it be improved?

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not shown more than 2 miles (registered)

May 15, 2018, 10:21 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

One or two times a week

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

City's Website

How do you use the City's website and how can it be improved?

What improvements would you like to see to the City website? Check all that apply.

Navigation
More Content

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website
Other -
Email from city

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Maybe

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)
Desktop

Please let us know if you have any other comments or feedback:

No response

Name not available (unclaimed)

May 15, 2018, 1:52 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Planning/Building Department, Permits, Zoning, Development

Were you able to find what you were looking for on the City's website?

No

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply

City's Website

How do you use the City's website and how can it be improved?

for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)
Very Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

Other - There's so much potential here. Add commerce area and allow businesses to register. Think of how much info and additional traffic you could get.

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Word of Mouth

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

Commerce, shopping, food, delivery services, so much potential. What better online location for all things within Pittsburg than they city website.

Name not available (unclaimed)

May 15, 2018, 4:11 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

Once or twice a year

City's Website

How do you use the City's website and how can it be improved?

The last time you visited the City's website, which of the following best describes what you were looking for?

Recycling Center, Garbage Collection, Household Hazardous Waste

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

More Content

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Maybe

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

No response

Name not shown 1 to 2 miles (registered)

May 15, 2018, 5:50 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

City's Website

How do you use the City's website and how can it be improved?

How often do you visit the City of Pittsburg website?

Once or twice a year

The last time you visited the City's website, which of the following best describes what you were looking for?

Recreation Department: classes, programs, events

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

Update the design (look and feel)

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Newspaper

Word of Mouth

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

City's Website

How do you use the City's website and how can it be improved?

Please let us know if you have any other comments or feedback:

No response

Name not available (unclaimed)

May 15, 2018, 6:44 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

One or two times a week

The last time you visited the City's website, which of the following best describes what you were looking for?

Meeting or Event Details/Calendar

Were you able to find what you were looking for on the City's website?

Yes

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Email sent from the City

What improvements would you like to see to the City website? Check all that apply.

More online transactions

More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Word of Mouth

City Mailing/Communication/Newsletter

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

No

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

City's Website

How do you use the City's website and how can it be improved?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

No response

Name not available (unclaimed)

May 16, 2018, 7:00 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Other - Delta View Golf and event center information

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Very Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

More Content

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website

Facebook

Newspaper

City's Website

How do you use the City's website and how can it be improved?

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Desktop

Please let us know if you have any other comments or feedback:

City Counsel needs to Listen to the people of Pittsburg

Name not available (unclaimed)

May 16, 2018, 11:43 AM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Planning/Building Department, Permits, Zoning, Development

Were you able to find what you were looking for on the City's website?

Partially

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Somewhat Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

Navigation

More Content

City's Website

How do you use the City's website and how can it be improved?

Update the design (look and feel)
More online transactions
More Photos

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

City Website
Facebook
Instagram
Word of Mouth
City Mailing/Communication/Newsletter
Other - Nextdoor app

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Mobile device (iPad, Smartphone)

Please let us know if you have any other comments or feedback:

No response

Name not available (unclaimed)

May 18, 2018, 7:17 PM

What is your relationship with the City of Pittsburg?

I am a Pittsburg Resident

How often do you visit the City of Pittsburg website?

A few times a month

The last time you visited the City's website, which of the following best describes what you were looking for?

Planning/Building Department, Permits, Zoning, Development

Were you able to find what you were looking for on the City's website?

Yes

City's Website

How do you use the City's website and how can it be improved?

Based on the information you found, how likely are you to take some type of action soon? (i.e., apply for a permit, register for a class, attend a meeting, visit a park or facility, provide comments, etc.)

Not Likely

Which of the following sources drove you to participate in this survey?

Looking for general information

What improvements would you like to see to the City website? Check all that apply.

More Content

How do you generally find out about what's happening locally in Pittsburg? Check all that apply.

Facebook

Would you opt-in to an email subscription to receive notices of City sponsored events, parks and recreation programs or City meeting agendas?

Yes

Would you use the City's website to find out about community events to attend for fun, or to learn more about an issue?

Yes

How do you access the internet? Check all that apply.

Desktop

Please let us know if you have any other comments or feedback:

No response



City of Pittsburg

Website Design, Development and
Hosting Proposal

Adam Isern

Regional Sales Manager
913.967.9978 / 310.656.3103 fax
aisern@visioninternet.com

Vision

222 N Sepulveda Blvd, Suite 1500
El Segundo, CA 90245
www.visioninternet.com
Date: August 10, 2018

Dear Selection Committee Members,

Thank you for the opportunity to once again work with the City of Pittsburgh on its website upgrade. Based on our prior experience working with the City and the thoroughness of your RFP, we feel our comprehensive offering, comprised of expert service and robust, easy-to-use technology, will enable your staff to deliver a **superior digital customer experience** to each of your users.

As the City's current website development partner, Vision is uniquely positioned to upgrade your website. With Vision as your partner, you can expect:

- **Your customers will be our customers.** We work hard to serve our government clients, but our approach is focused on our client's customer, the resident, to uncover their needs and exceed their expectations.
- **You will make better, data-driven decisions.** Experience and knowledge of best practices are important when building a digital strategy, but adding advanced customer experience (CX) techniques into your project will help you make informed, data-driven choices that will greatly enhance the digital experience on the City site.
- **Your success will be guided by our expertise.** Anyone can build a website, but Vision has 20+ years of experience empowering local governments to build better digital interactions. Throughout the development of your website, we will provide you with extensive resources and consultative guidance.
- **Your ongoing success will be ensured.** After your website goes live, Vision offers ongoing support, insights, and budget to evolve your website to meet your changing needs, no more waiting until the end of your contract for a light-weight redesign.
- **You will deliver superior digital customer experiences.** Vision's cloud-based solutions put your team confidently in the drivers seat, allowing you to create, manage and maintain a superior digital customer experience long after your website goes live.

Additionally, **Vision is the only government-focused company with a plug-in to the leader in accessibility scanning software, Siteimprove.** The combined power of our accessibility training and CMS with their compliance and governance software will keep the City on track to serve all your customers.

We see tremendous potential for your website and would welcome the opportunity to help you achieve it. I look forward to talking with you soon about what's next for the City of Pittsburgh.

Respectfully submitted,



Adam Isern

Regional Sales Manager

913.967.9978 / 310.656.3103 fax

aisern@visioninternet.com

*Because much of our proposal contains proprietary trade secrets that could substantially harm Vision financially if revealed, we ask the City to allow us to redact this document prior to fulfilling any public records request per 5 U.S.C. § 552(b)(4) and O.C.G.A. § 50-18-72.

Exhibit A-4 Non-Collusion Affidavit

The Proposer, by its officers and its agents or representatives present at the time of filing this Proposal, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Proposer, or with any officer of the Owner or Owner's representative whereby such affiant or affiants or either of them has paid or is to pay such other Proposer or officer any sum of money, or has given or is to give to such other Proposer or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached prices that no inducement of any form or character other than that which appears on the face of the Proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Proposal or awarding of the Contract, nor has this Proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Proposal.

Submitted By:

Firm Name Vision Technology Solutions, LLC

Authorized Signature Adam D. Isern

Date August 9, 2018

SIGNATURES

Other (LLC)

By Vision Technology Solutions, LLC
(Corporation Name)

Delaware

(State of Incorporation)

By Adam D. Isern Adam Isern
(Name of Person Authorized to Sign)

Title Regional Sales Manager

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Executive Summary

Vendor Solution/Implementation

A well managed project and compelling design are all critical to success, but what makes a Vision project different is our focus on your unique audience. We sift through qualitative and quantitative data on your existing website and audience behaviors to build a custom digital presence that will engage and delight your customers. Here's what you can expect from a successful Vision project:

Research

Why does it matter?

Working on local government websites we often hear clients say they want to make it "easy for people to complete tasks, like pay a water bill" on their website, but this is only possible once we develop a solid understanding of who's using their site and what information they're seeking.

What do you need to consider?

Best practices can take you part of the way, but they will often fail to address the unique attributes of your community. Without hard data, your process can be guided solely by opinions, which can lead to suboptimal outcomes. Data will provide your project team information to promote alignment during the design and development process.

How we ensure your success.

Analysis

Every project begins with a qualitative and quantitative analysis to understand how users are engaging with the website as well as the goals of internal stakeholders. Results inform your custom wireframe and design.

Site Usability Report

Your team will also receive a comprehensive site usability report, summarizing the findings and recommendations for the project. Clients often use this document to align their teams around major decisions.

Certified Staff

We're not just looking at your analytics and conducting some surveys. The customer experience analysis is led by a NN/g certified User Experience Specialist in order to deliver the best, most insightful results.

Project Approach



Vendor Solution/Implementation (cont.)

Design

Why does it matter?

Our clients want to ensure that their website enhances their brand, while simultaneously, providing excellent usability. Well executed design accomplishes both of these goals. In many ways, the design of your website is one of the most visible displays of your City's brand. In addition, the design cues in your website are one of the most important factors in helping website visitors easily navigate to the information they are seeking.

What do you need to consider?

Design is highly subjective, and being able to defend your design decisions is critical to keep the project on schedule, while still meeting your desired aesthetic. Prior to our live design consultation, Vision introduces the initial design through a video recording that explains our design decisions. You can easily share this video with other stakeholders to get their buy in.

How we ensure your success.

Custom Data-Driven Design

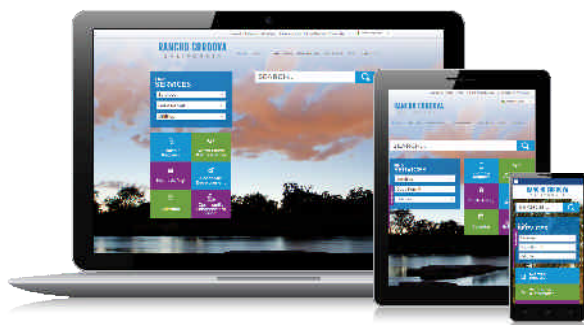
You'll begin the design process with a brainstorm session with your graphic designer. We'll review data & recommendations compiled in the CX analysis, and ask questions to understand your desired aesthetic. Information will be compiled into a digital mood board that summarizes overall style and direction.

Collaborative Process

Using our advanced design collaboration software, you will be able to easily make comments and provide direction for your design revisions. We provide unlimited revisions and won't stop until your team is completely satisfied.

Expert Designers

With Vision, you get an expert graphic designer to help guide your site look and feel throughout your project. The Vision design team has an average of five years of experience designing websites for local governments and is well versed in the latest WCAG 2.0 Accessibility requirements.



"Design for a committee can be complex. The justification that went into the "why" before we talked about the "what" made the case. The analytics, heat maps, research, etc, made it easy for us to approve the "what" – the designs."

Ashley Downton, Communications Specialist, Rancho Cordova, CA

Vendor Solution/Implementation (cont.)

Content Strategy

Why does it matter?

The most overlooked and undervalued part of your website's usability is arguably the most important: content. Even the most visually stunning website will not be effective if the information within it is difficult to find and understand. All too often, local government websites house thousands of pages and documents that have long lost their relevance.

What do you need to consider?

As you redevelop your website, total page migration shouldn't be your goal; rather, keeping the information that is important to your customer and delivering it in a way that is easy to find and understand should be. To help, Vision offers a variety of services including consultation on content strategy and navigation, and training that introduces non-technical staff to "Writing for the Web" best practices.

How we ensure your success.

Writing for the Web

Every project includes training to introduce your staff to "writing for the web" best practices, with tips on how to make information easy for the public to understand. We offer optional customized on-site training with a hands-on workshop.

Content Organization

Ensuring your content is easily found is vital to improving CX. The Vision team does a thorough site map consultation that includes main navigation and action-based navigation. We offer optional content consultation that leverages data to drive content organization and migration decisions. Clients routinely reduce page counts by >50%.

Accessibility Offerings

Every project includes training to introduce your staff to ADA requirements and how to create and maintain compliant content. In addition, we conduct a website accessibility scan and flag issues that need to be addressed. We offer optional onsite accessibility training and consulting with a WebAIM WCAG 2.0 educated consultant.



"In the past, city staff tended to think of our website as an information repository for internal use rather than a customer resource. That's no longer the case. Our previous website had 2,845 individual pages. Our new site has just over 500 pages of information that visitors can understand the first time they read it."

Jacqueline Larson, Communications and Marketing Manager, St. Louis Park, MN

Vendor Solution/Implementation (cont.)

Mobile Optimization

Why does it matter?

Across our client base, nearly half of all traffic to the average local government website is from mobile devices. Residents are increasingly looking to complete tasks and find information when they're on the go. For this reason, it's common for the most popular pages on a mobile site to be different from the most popular pages on the main website. The unique customer experience of mobile users is critical to delivering a successful website.

What do you need to consider?

Many companies will talk to you about implementing responsive web design, which is a critical first step. However, creating a website that truly meets the needs of mobile users requires a more comprehensive approach. Will you have the ability to control how content displays on mobile? If your mobile users are looking for different content, how will you be able to address that within the site's design? These are critical questions that should be asked as part of the process and questions Vision will be able to help you address.

How we ensure your success.

Responsive Design

Vision was the first local government website provider to implement responsive web design – meaning the website will dynamically resize for all screen sizes – and we continue to lead the way in engineering the best mobile experience for visitors.

Mobile Designer

Every page on your website will be responsive, but sometimes optimizing the customer experience for mobile means moving key content, like contact information, to the top of the mobile view. With visionMobile Designer, you'll have control of how your mobile pages display.

Custom Mobile Homepage

Our optional custom mobile view leverages data from our research process to create an app-like interface for your mobile homepage, featuring the tasks most requested by mobile users. Additionally, with this view, you can quickly make adjustments should your top content change down the road.

"The biggest takeaway from our user experience research was that nearly 45 percent of our website visitors were accessing our site through their mobile phones. We were thrilled that Vision's software allowed us to create a customized mobile view that displays like the apps on the home screen of a smartphone."

**Tom Hoefer, Director of Communications & Media,
Calcasieu Parish, LA**



Firm Overview and Experience

Vision is headquartered in El Segundo, Calif. We are a national leader in government website design, development and hosting with more than 800 government, non-profit and education clients in the U.S. and Canada. Our clients range in size, with populations of less than 1,000 residents to more than 1 million.

20+	800+	20,000+	150+
YEARS EXPERIENCE	LOCAL GOV CLIENTS	USERS	CLIENT COUNCIL MEMBERS

Simply saying we're dedicated to client satisfaction isn't enough. It's our relentless focus, and one that we measure. In fact, across all of our client implementations over the past three years, **our average client satisfaction rating is 9 on a 10 point scale.**

Vision has developed many successful websites for clients across the United States, including over 150 California local governments. Below is a partial list of our California partnerships.

- City of Torrance (www.torranceca.gov)
- City of West Hollywood (www.weho.org)
- City of Manhattan Beach (www.citymb.info)
- City of Newport Beach (www.newportbeachca.gov)
- City of Culver City (www.culvercity.org)
- City of Costa Mesa (www.costamesaca.gov)
- City of Sausalito (www.sausalito.gov)
- City of Cupertino (www.cupertino.org)
- City of San Carlos (www.cityofsancarlos.org)
- Monterey County (www.co.monterey.ca.us)
- City of Santa Clara (www.santaclaraca.gov)
- City of West Sacramento (www.cityofwestsacramento.org)

Key Personnel

An essential component of Vision's qualification for this project is our team. Vision enjoys the contributions of long-term, dedicated staff who guide the development of each and every project. Their expertise will ensure the success of your website development.

David Rodriguez, Project Implementation Manager

David's technical expertise coupled with extensive experience as a project manager enables him to guide the development of each website Vision produces. He oversees our staff of project managers and implementation processes, creates necessary documentation and provides support to your Project Manager during the development.

Reference Projects:

- Yuma County, AZ (www.yumacountyaz.gov)
- Pinehurst, NC (www.vopnc.org)
- Oklahoma City, OK (www.okc.gov)

Uriz Goldman, User Experience (UX) Manager

Since joining Vision in 2005, Uriz has guided the development of hundreds of local government websites. As a Certified User Experience Consultant, he is passionate about creating more intuitive customer experiences for our clients and will oversee the comprehensive User Experience Analysis for your website.

Education:

- Bachelor of Science, Management Information Systems
- NN/g UX Certified

Reference Projects:

- Sandy, UT (www.sandy.utah.gov)
- Augusta County, VA (www.co.augusta.va.us)
- Wilmington, NC (www.wilmingtonnc.gov)

Natalia Cudlip, Art Director

Natalia's eye for detail and creativity have resulted in some of Vision's most stunning website designs since she joined Vision in 2007. As our Art Director, she leads our team of designers to help uncover what makes your community unique and collaborate with the team to bring it to life with a beautiful, custom design.

Education:

- Bachelor of Arts, Computer Animation
- Web Graphic Design Certification

Reference Projects:

- Breckenridge, CO (www.townofbreckenridge.com)
- Orange County Sanitation District, CA (www.ocsd.com)
- Williamsburg, VA (www.williamsburgva.gov)

Robert Schnelle, Client Success Manager

Robert knows visionLive inside and out and has a passion for serving customers. He will work with you once your website launches to ensure you're getting the most out of your relationship with Vision, by monitoring the site's performance, consulting with you about new features and services and providing feedback during your Site Health Check.

Education:

- Network+ and CCNA Certified

Pricing Approach

Below is a summary of our proposed project costs. Please note that Vision recognizes that the City of Pittsburgh has a budget to work within and thus we are open to exploring different payment options, including distributing costs differently over multiple budget years.

Annual pricing is based on a standard 5 year contract term. visionLive rates are subject to increase should a shorter term be applied.

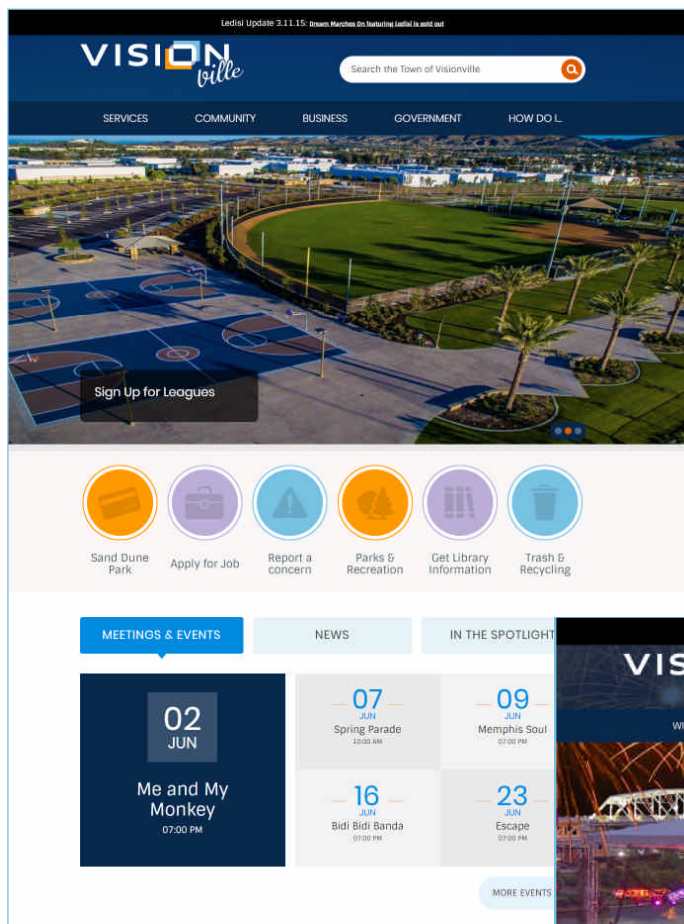
5 Year Total Cost Summary	
Year 1 (2018 to 2019) Included Professional Services	\$51,180
1 st Year of: vLive Plus Edition	\$0
Year 2 (2019 to 2020) 2 nd Year of: vLive Plus Edition	\$10,800
Year 3 (2020 to 2021) 3 rd Year of: vLive Plus Edition	\$11,340
Year 4 (2021 to 2022) 4 th Year of: vLive Plus Edition	\$11,907
Year 5 (2022 to 2023) 5 th Year of: vLive Plus Edition	\$12,502
5 Year Total*	\$97,729

Differentiators

On the following pages are some service offerings we believe are relevant to your project. For a full scope of services, see the Scope of Services and Solution/Implementation Design section of this proposal.

Unlimited Subsite Builder

Residents come to a government website to accomplish a task, but a task is rarely completed on the homepage. Improve the end-to-end customer journey (task optimization) with better user experiences by building a neatly organized subsite for your community. The possibilities are endless with unlimited custom designs to suit your every need.

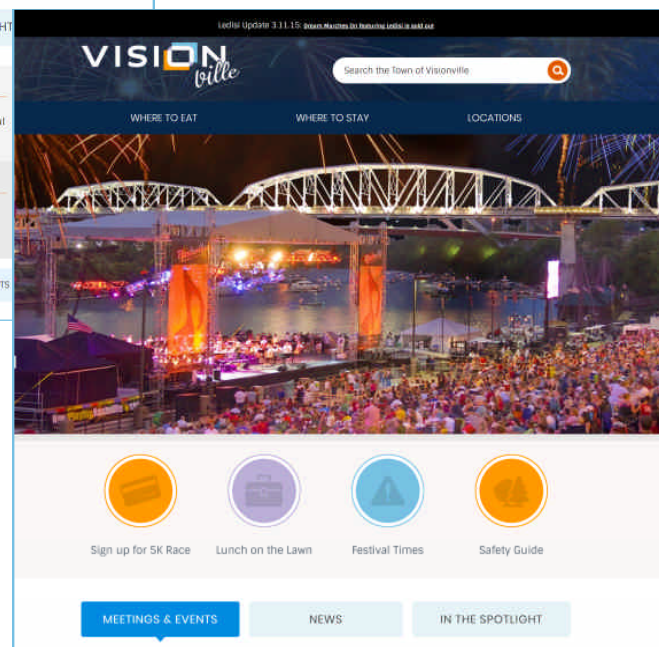


Features include:

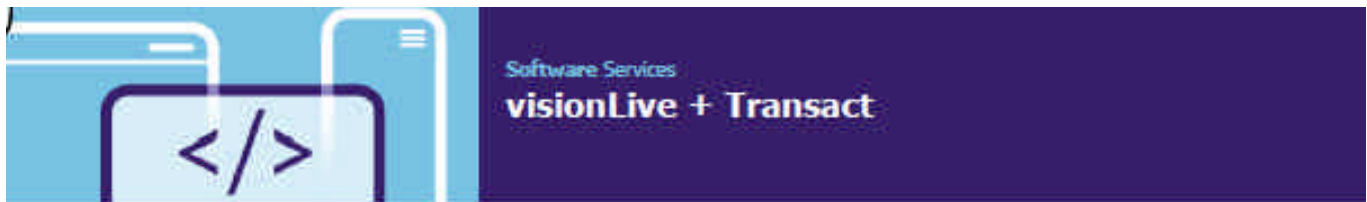
- Unique main navigation
- Department, event, or other logo
- Custom design (including images, buttons and primary text)
- Leverages main site wireframe

Common uses include:

- Department landing pages
- Emergency microsites;
- Elections and polling information;
- Festivals and concerts;
- Sporting events; and
- More!



Differentiators (cont.)



Better Citizen Experiences With Digital Services & Forms

Your citizens expect digital services. Unfortunately, finding specific services or forms on a local government website is often a challenge. Most are buried several layers within the site or even spread across many sites.

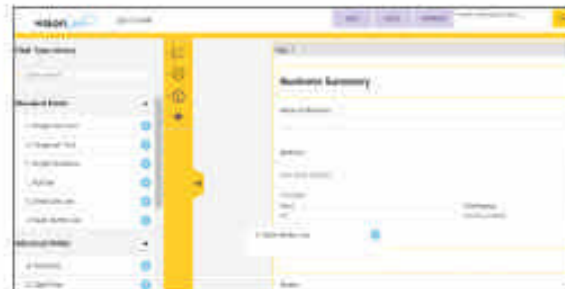
With visionLive[™] Transact, go fully digital with forms and services seamlessly integrated with your government CMS for greater citizen experiences, efficiency and savings.

Offer Citizens a Digital One-Stop-Shop

Transform any webpage into a digital service portal, providing citizens with an easy way to navigate to all the services and forms offered by your agency in just a few clicks. Our service portal can be customized for a homepage or interior page to fulfill any use case imaginable.

Easily Build Paperless Forms

Leverage Vision's growing template library as a starting point for 100s of the most common forms used in local government. Anyone can easily customize a template or start from scratch using a familiar interface and drag-and-drop functionality.



Easily build mobile friendly and accessible webforms and surveys with our drag-and-drop interface and 40+ form field elements.



Add a legally binding digital signature to any form. Signatures are validated by a third party and include a secure audit trail backed by guarantee.

Go Fully Digital with a Complete Solution

Complete approvals, applications and transactions faster by building an end-to-end digital web form with electronic signatures and payment requests. Plus, automatically route responses through your chain of command.

Offer a Digital One-Stop-Shop

-  Service Finder
-  Forms Finder
-  Geo Finder

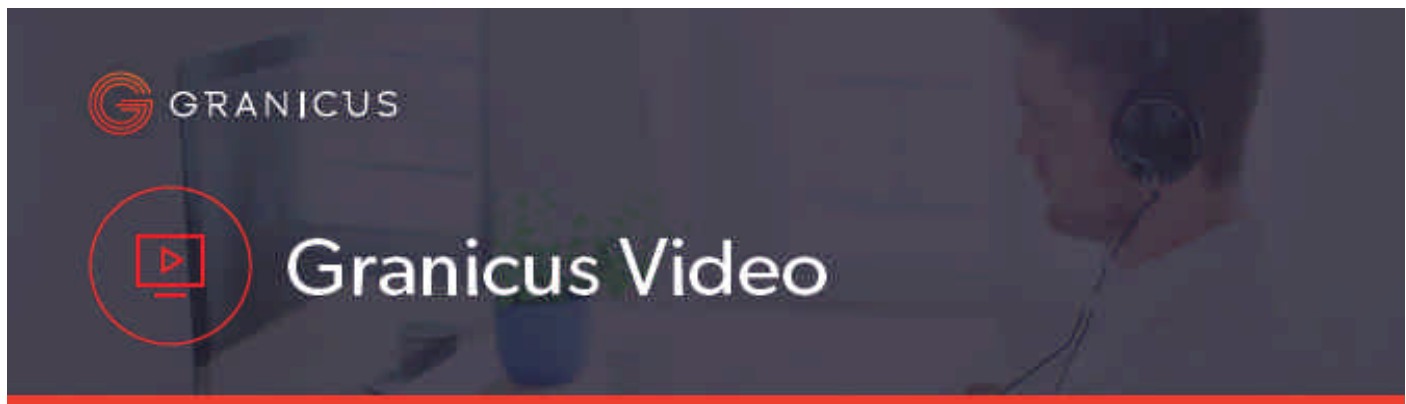
Easily Build Online Forms

-  Forms & Survey Template Library
-  Drag-and-Drop Interface
-  WCAG 2.0 Compliant

Go Fully Digital with a Complete Solution

-  Legally Binding Signatures
-  Conditional Workflows
-  Online Payment

Differentiators (cont.)



A complete video solution for government

Granicus Video enables organizations to build a content-rich library of live and archived public meeting webcasts and records without hassle, enabling agencies to reach a broader audience and further meet modern transparency demands.

With easy-to-use media management tools, agencies can schedule and broadcast live webcasts while simultaneously recording and archiving the live content to unlimited storage. Agendas can be imported prior to each meeting, allowing for video to be indexed in real-time, which eliminates hours of follow up work after an event has ended. After the meeting, publish a full and integrated public record which links the agenda directly to the video.

Empowered citizens can browse published agendas and supporting documents or save time

by performing keyword searches to jump directly to specific topics, making it easier for viewers to find the information they're most interested in. Citizens can also subscribe to agendas or keyword searches to get real-time notifications when new, relevant content becomes available.

Opt in to HD video for an enhanced viewing experience or further enable accessibility and ensure ADA compliance by adding closed-captioning services. Agencies can monitor and analyze public interest through visitor and viewership reports, which break down visitor statistics, including most-popular content, number of views, length of time on site, and more to better understand the viewing audience.



Live event streaming



Archive videos with unlimited storage



Searchable, indexed content



Publish a complete public record



Closed captioning add-on for ADA compliance



Reports to analyze public participation

Additional Information

The undersigned declares that she or he:

- Has carefully examined the Request for Proposal, which is hereby made a part of this proposal.
- Is thoroughly familiar with its contents.
- Is authorized to represent the proposing firm.
- Agrees to perform the work as set forth in this proposal.
- Certifies this proposal meets or exceeds all of the requirements Request for Proposal, except as otherwise indicated and supported by supplemental schedules or attachments included with this proposal.
- Will be required to provide a certificate of Insurance as detailed in this RFP.

Firm Name and Address

Vision Technology Solutions, LLC
222 N. Sepulveda Blvd., Suite 1500
El Segundo, CA 90245

Contact and Phone

Adam Isern, Regional Sales Manager
913.967.9978 / 310.656.3103 fax
aisern@visioninternet.com

Corresponding Bank/Local Branch Address

N/A

Signature of Authorized Representative



Adam Isern, Regional Sales Manager

August 7, 2018

The undersigned declares that they have carefully examined the Request for Proposal, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full.

Scope of Services and Solution/Implementation Design

City Website Redesign

Below is a brief synopsis of the deliverables included with our proposed City Website Redesign:

Deliverables
Discovery & UX Consulting Phase Timeframe Estimate: 4 to 5 Weeks Vision Responsible for: • Project Kickoff – Web-based Consultation • Project task list & timeline • Usability Study Report • Draft homepage wireframes • Design Workshop Meeting • Final homepage wireframe City Responsible for: • Assembly of core project team with decision making authority • Access to or help installing website analytics/heat map codes to current site • Completed surveys • Key assets for homepage design - logos, branding guidelines, pictures, photos, etc • Decision-maker signoff on homepage wireframe
Graphic Design Timeframe Estimate: 5 to 6 Weeks Vision Responsible for: • Initial homepage design concept to single chosen wireframe • Revisions of homepage design concept • Interior page design concepts • Revisions of interior page design concepts City Responsible for: • Feedback on homepage design concepts • Decision-maker signoff on homepage design concept • Feedback on interior page design concepts • Decision-maker signoff on interior page design concepts

City Website Redesign (cont.)

Deliverables
Content Preparation Timeframe Estimate: 3 to 4 Weeks Vision Responsible for: - Proposed Content Migration Sitemap spreadsheet - Content Migration Development, Testing & Content Migration Timeframe Estimate: 5 to 8 Weeks Vision Responsible for: - Prototype website on development server environment City Responsible for: - Review/Revise/Signoff on Content Migration Sitemap spreadsheet
Training & Launch Timeframe Estimate: 2 to 4 Weeks Vision Responsible for: 3 days of onsite training - Fix any discovered issues - Transfer and set up prototype website on production server environment - IP address of prototype website City Responsible for: - Training scheduled with all users - User Acceptance Testing (UAT) and reporting of any issues found - Completion and review of any client-migrated additional content - Update DNS and point A record to production server IP address (launch/go live) - Post launch training scheduled with all users.

Tools and Technology

Below are the features we are implementing for the City's website. Please note that we are only including a brief summary of our services due to the RFP's page limits, and can provide additional documentation upon request.

Website Development	
SERVICE	COST
WEBSITE DEVELOPMENT PACKAGE The website development package includes: • Project Management • Consultation • Programming/CMS Implementation • Mobile / Responsive Web Design Implementation • Content Strategy Package – Basic • Website Accessibility Training and Consultation – Basic • Extranet • Google Translate • Online Payment Integration • SMS Component • Vision Search • Yahoo Weather APPROVAL CYCLE Contractor will implement Approval Cycle for Client's website, where content updates and changes do not go live on the website until one or more persons have approved them. Approval Cycle allows you to segment the management of content by groups of users (such as departments), in addition to types of content as determined by the interactive components. You may define as many workflows as you require with as many steps in the approval as you deem necessary.	\$31,530
DEPT BRANDING: DESIGN THEMES (2) Includes the creation of two Design Theme to customize a department's pages with a unique color scheme within the framework of the main website. Features include: • Design Elements: Department logo in site header, unique color scheme, unique background, separate font style • Page Layout: Interior page same as the main site, no new widgets included • Mobile: Unique color scheme, department logo in header • Main Navigation: Same as main site • Search: Search results part of main site search • Google Analytics: Use main site Google Analytics instance	\$5,000

Tools and Technology (Cont.)

Website Development	
SERVICE	COST
ACTIVE DIRECTORY INTEGRATION Includes integrating Active Directory with the VisionCMS. This will let AD accounts log-in to the VisionCMS backend and/or VisionCMS Extranet. Client commitments required: 1. Active Directory currently in use 2. Server to install the Vision AD web service on 3. Provide sub-domain and SSL certificate	\$4,000
ONSITE PROJECT CONSULTING - ONE DAY OF FOCUS GROUPS Includes one day of focus groups services • 3 sessions, 1 hour each session • City needs to assemble test groups • Vision will fix any bugs or issues related to the website; additional functionality, components or services requested will be an additional cost	\$4,860
ONSITE CMS USER TRAINING - THREE DAYS Includes three days of onsite training for your CMS users. These days are divided into sessions to provide basic and advanced training for your users, covering: • Creating, adding and editing pages • Overview with basic users of key components, such as Document Central, Image Library, News and Calendar (as time permits) • Overview with advanced users on Forms, Services Requests or other components of your choosing (as time permits) • User administration • Site settings and configurations • Class optimal for 8-10 participants	\$5,790
VISIONLIVE PLUS EDITION visionLive services for the main City Website • Monthly Software Updates • Unlimited Technical Support (6 am – 6 pm PT, Monday – Friday) • Training Webinars and On-Demand Video Library • Best Practice Webinars and Resources • Site Improvement Credits • Account Reviews • Robust Hosting • DDoS Mitigation • Disaster Recovery • Data Security	\$10,800/year with a 5% annual increase

Business Requirements Matrix

Requirements ID	Requirements Description	Vendor Response: How does your system meet the requirement?	Vendor Response: Is customization required? Yes or No
1	Scalable solution with a consistent interface design, that allows for content management by selected City personnel. a. Roles and responsibility-based content management b. Scalable means the site can have subsites added.	Included with our solution at no additional cost is the ability to set-up specific user roles and responsibilities, as well as two Design Themes for individual department branding. As an option, we can also discuss additional subsite options.	No
2	Browser and platform neutral a. IE, Chrome, Firefox, Safari etc b. iOS, Android etc	Your new website will be accessible from all of the most commonly used browsers and operating systems.	No
3	Complete site search	For your project, we will implement Vision Search into your website. This powerful tool searches all the files on your site including documents such as Word and .PDF files.	No
4	Robust and a very user-friendly Content Management System (CMS) to update the websites	Our included content management system, visionLive™, is designed to help you and your team deliver a superior digital customer experience (CX) long after the Vision project team hands over your newly designed website. Ease, control and flexibility combine to empower you to maintain, and hopefully elevate, your customers experience over time.	No
5	Ability for staff to make real-time content changes	Content changes can be made and published immediately, based on user permission level.	No
6	Clean, contemporary design and flow	Our comprehensive consultation process includes working with your staff on creating a design that meets your specific branding needs.	No
7	Intuitive navigation with a site structure that does not require multiple clicks to reach desired page	We will aim to create a navigation structure where your staff can find information in no more than three-clicks.	No
8	Ability to create role-based content management access to the page level (staff members can only affect the specific pages granted to them)	As described above, included with our solution at no additional cost is the ability to set-up specific user roles and responsibilities, with site sections/departments only accessible for editing by designated staff.	No
9	Site must have a workflow for users (ie Contributor/Approver)	Our system allows you to create as many workflows with as many steps in the process as required.	No

Business Requirements Matrix (Cont.)

Requirements ID	Requirements Description	Vendor Response: How does your system meet the requirement?	Vendor Response: Is customization required? Yes or No
10	Website must not require any plug-ins.	No plug-ins will be required to view your new site.	No
11	Provide training to city staff in updating and maintenance of the websites	Three days of onsite CMS training are included with your project, as well as free, ongoing webinars that any member of your staff can attend.	No
12	Websites to be hosted by vendor	The City will receive our comprehensive hosting solution through our visionLive subscription service, ensuring optimal website performance, scalability, protection and security. Vision's private cloud environment is provided by Rackspace, the world's #1 private cloud hosting solution, utilized by over 50% of the Fortune 100 (multiple layers of redundancy, 24/7 manned NOC, extensive expertise, and active monitoring).	No
13	Active Directory integration	Our solution includes integrating Active Directory (ADFS) with the visionLive Content Management System to authenticate and authorize CMS and website users.	No
14	Social Media Integration	Our solution includes allowing for incoming and outgoing feeds, as well as management of campaigns built in seamlessly with the news and calendar tools.	No
15	Widescreen layout for Desktops	Vision can create a responsive, widescreen site layout appropriate for desktop viewing.	No
16	Responsive Design for multiple layouts for various screen sizes and resolutions (for Desktop/Laptop/Tablet/Mobile screens)	Our solution includes responsive design, so that your website's screen size adapts to your users' viewing choices.	No
17	Customized mobile display	Your website will be viewable from all mobile devices.	No
18	Translation feature for the website (Spanish and other languages).	As part of your project, we can implement the free Google translation link in your website. This link will direct website visitors to the Google translation website. We will provide links at the top of your homepage that allow for easy navigation between the different language sites.	No
19	WCAG2.0/ADA Compliance	Vision will design the website frontend navigation and graphic design to be generally compliant with WCAG 2.0 A.	No

Business Requirements Matrix (Cont.)

Requirements ID	Requirements Description	Vendor Response: How does your system meet the requirement?	Vendor Response: Is customization required? Yes or No
20	Analytics Reporting regarding site usage	Included with our proposal, we offer web analytics to analyze website traffic. It presents site traffic reports in an organized and concise format, all with full-color graphics. By utilizing this, we are able to offer complete reports on website visitor patterns, referring sites, visitor paths, and demographics.	No
21	Online help (searchable)	We will provide on-demand training videos and a resource library so that the City can find the information it needs at anytime.	No
22	Content Migration of all contents from the current website. e.g. Doc Central, Image Gallery, News, Calendar, eBlasts, bids/RFPs, Newsletters etc.)	We are including migration of all content from your current site into the new site.	No
23	Migration of iFrame pages.	We can migrate your current website's iFrame pages into the new site.	No
24	URL Rewrites	As a part of our migration process, we can help the City rewrite its site URLs.	No
25	Home Page or Department landing page photos should be editable	Photos on your website can be changed by your staff at anytime.	No
26	Broken link report	Any time that a page is not found on the website (404 error) the site visitor has the opportunity to fill in a broken link report. These submissions are saved in the Broken Links Reporter for review and resolution. Each entry records the error date and time, the broken page URL, the URL that links to the broken URL, the user IP and the user submitted comments.	No
27	Unused Document/Image report	We can discuss the best way to organize unused documents, images and other files with the City staff.	No
28	Search functionality on Document & Image Central using Doc/Image Ids.	We can set-up search functionality for your documents and images based on id tags.	No
29	Resend/Reminder option for eNotifications	Your staff will be able to send reminder notices to subscribers of previous notifications.	No
30	eGroups should have hidden groups for testing purposes	We can further discuss this requirement with the City and help set-up the necessary hidden eGroups for your site.	No
31	Page level control for Editing/Approving.	We can set-up web pages so that they are only editable by certain user roles/groups.	No

Business Requirements Matrix (Cont.)

Requirements ID	Requirements Description	Vendor Response: How does your system meet the requirement?	Vendor Response: Is customization required? Yes or No
32	Track-Change feature for edited text. This would show the approver what changes were made.	Anytime changes are made to a webpage, your users can manually archive content or set it to automatically archive, allowing you to compare previous versions of content.	No
33	Page should have Publish/Expiry Date & Time	Content can be set to expire on a specific day and time so that it can be automatically removed or archived by the system.	No
34	Scheduled e-notifications at a specified future date/time.	E-Notifications can be set to send at a specific date and time.	No
35	Existing page, when edited should have future publish/expiry date. After the expiry of the new version of the page, it should revert to the current version.	Our solution allows all standard pages and specific predefined component content to be published ahead of time. In addition, content can be set to expire on a specific day and time so that it can be automatically removed or archived by the system; from there, your staff can use a different version of the page to replace the expired page.	No
36	Ability to delete Search Index	Your staff will be able to delete the search index.	No
37	City should be able to set up a new website under the CMS provided by vendor, without involving vendor. The CMS provided by vendor should support multiple domains, Sites, Subsites.	Included with our visionLive Plus Edition is an Unlimited Subsite Builder, so that your staff can create their own subsites as needed.	No
38	On-demand Audio streaming on web pages	We can discuss storage and displaying streaming video and audio on your webpages as an option, and find the best solution for your specific needs.	No
39	On-demand Video streaming on web pages	See our response to Item 38 above.	No
40	Audio/Video file upload to the Content Management System	See our response to Item 38 above.	No
41	Ability to add and store static HTML pages created outside of CMS.	We can discuss this feature in more detail with the City so that we can create a solution that meets your specific requirements.	No
42	In the eNotification lists it should be possible to add subscribers from one group to another.	Users on different e-Notification lists can be exported and brought over into other lists.	No
43	eNotification subscriber lists should be able to show list of subscribers for each group.	E-Notification user lists can be exported, showing subscribers related to each group.	No
44	Website should have optional SSL based access	We can discuss this option with the City upon request.	No
45	Ability to copy the content of the entire site (if its hosted by you) to a storage device at our end, on a periodic basis	Vision backs-up your website on a daily basis and, as an option, we can discuss periodically storing saved content on the City's end.	No

Security and Hosting

Vision provides comprehensive hosting through our visionLive™ subscription service, ensuring optimal website performance, protection and security.

Security and Hosting	
DDoS Mitigation	Included
World-class network security team on-site for fast mitigation efforts	X
World-class network security experts and anomaly-detection technology to identify attack source and type of attack	X
Monitor attacks for threshold measured in 100s of GB/s	X
Global terabit-scale network with over 1 Tbps of active capacity	X
Granular network-level traffic analysis capable of handling tens of millions of packets per second while examining all incoming packets for patterns of malicious activity	X
DDoS Advanced Security Coverage	Included
Continuous DDoS mitigation coverage	X
World-class mitigation capabilities	X
Filtered bandwidth throttling	X
Signatures-based source path identification	X
Heuristics-based behavior analysis	X
Router queue management	X
IP blacklisting	X
DNS recursion attenuation	X
Malformed packet dropping	X
Up-to-date intelligence feeds	X

Security and Hosting (Cont.)

Security and Hosting	
Data Center	Included
Private cloud management provider with over 60% of the Fortune 100 companies	X
Cloud-enabled Managed Hosting by a leader in Gartner Magic Quadrant	X
Enterprise grade on-site back-ups and generators	X
Fully redundant network with 1-hour hardware replacement guarantee	X
SOC II Type II security levels	X
First –level system monitoring by world-class NOC and global support team	24/7/365
Hosting	Included
Automated visionLive software updates	X
First –level system monitoring by world-class NOC and global support team	X
Server updates and security patches	X
Database server updates and security patches	X
Antivirus management and updates	X
Industrial grade redundant firewall solutions	X
Fully redundant NAS servers	X
Fully load balanced servers to enable more security, performance and reliability	X
Bandwidth	Included
Industrial grade network providers	X
Unlimited bandwidth usage for normal business operations	X
Disaster Recovery	Included
First –level system monitoring 24/7/365 by world-class NOC and global support team	X
Event notification emails, in-app messages, and SMS	X
Guaranteed recovery TIME objective (RTO)	≤ 90 minutes
Guaranteed recovery POINT objective (RPO)	15 minutes
Recurring monthly failover testing	X
Alert monitors for disaster situations	X
Multiple data centers	X
Geographically diverse data centers	X

Pricing Model

Pricing Template – Request for Proposal for Website Redesign		
One-Time Fees		
1	Price for complete redesign of existing website (See complete cost breakdown on page 15)	\$51,180
2	Cost to host website for term of contract (Included with Annual Maintenance Costs Below)	\$0
3	Cost to provide in-house hosting of website (N/A – Service not provided)	\$0
	Total Initial Implementation Cost	\$51,180
Annual Costs		
4	Annual Maintenance Cost for Five (5) Years	\$10,800/year with a 5% annual increase
5	Labor Cost for Any Special Additional Programming List Position and Hourly Rates	Content Migration \$85/hr Graphic Production \$95/hr Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming \$105/hr Consulting, Project Management, Database Design, Dynamic Programming \$135/hr Graphic Design, Training \$125/hr

References

Reference No. 1

Customer Name: City of Cupertino, California (www.cupertino.org)
 Contact Individual: Shivani Tripathi, Software Consultant
 Telephone: 408-777-7605
 Email Address: shivanit@cupertino.org
 Street Address: 10300 Torre Avenue
 City, State, Zip Code: Cupertino, CA 95014-3202

Reference No. 2

Customer Name: City of Torrance, California (www.torranceca.gov)
 Contact Individual: Mark Iinuma, IT Analyst
 Telephone: 310-781-7693
 Email Address: miinuma@torranceca.gov
 Street Address: 3031 Torrance Blvd.
 City, State, Zip Code: Torrance, CA 90503

Reference No. 3

Customer Name: City of Santa Clara, California (www.santaclaraca.gov)
 Contact Individual: James Nguyen, Web Applications Consultant
 Telephone: 408-615-2023
 Email Address: jnguyen@santaclaraca.gov
 Street Address: 1500 Warburton Avenue
 City, State, Zip Code: Santa Clara, CA 95050

Reference No. 4

Customer Name: City of West Hollywood, California (www.weho.org)
 Contact Individual: Brett White, Digital Media Coordinator
 Telephone: 323-848-6523
 Email Address: bwhite@weho.org
 Street Address: 8300 Santa Monica Blvd
 City, State, Zip Code: West Hollywood, CA 90069

Vision has not had any clients who have terminated services in the last three years prior to the end of their service agreement.

Due Diligence and Additional Information

Due Diligence

As the City of Pittsburg's current website provider, we are already familiar with your current website environment and would therefore need very little additional due diligence in order to construct a BAFO. We would only need to confirm if the City is interested in any additional third-party applications or customizations not currently present in the City's website.

Included Warranty

All unmodified programming code developed by Vision is warranted to be free of any material errors or bugs so long as the City maintains a visionLive™ Subscription.

Duration of Offer

Vision agrees to perform the services at the prices quoted in this proposal. This quote is valid for 180 days.

Website Accessibility

The website frontend navigation and graphic design will be generally compliant with WCAG 2.0 A.

Ownership and Licensing

All rights, title, and interests to the website design and visionLive will remain with Vision. However, under your customer agreement, Vision will grant you a license that will enable the City to reproduce or modify for its own use the website design forever. Further, Vision will grant a subscription-based license to visionLive, and the City will be free to use visionLive so long as the City remains a visionLive subscriber with a valid customer contract. The City owns all information and content, such as logos and images.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HAUSER 5905 E. GALBRAITH RD. SUITE 100 Cincinnati OH 45236		CONTACT NAME: Vicki Dixon PHONE (A/C No. Ext): 513-745-9200 E-MAIL ADDRESS: vdixon@thehausergroup.com FAX (A/C No.): 513-984-7059	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hanover Insurance Company	
		INSURER B: Lloyds of London	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED VISIO-2

Vision Holdings LLC and
Vision Technology Solutions LLC.
222 N. Sepulveda Blvd. Suite 1500
El Segundo CA 90245

COVERAGES

CERTIFICATE NUMBER: 1300812031

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y	O7W A400315	8/15/2017	8/15/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	O7W A400315	8/15/2017	8/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$0 ☒ OCCUR ☐ CLAIMS-MADE	Y	Y	O7W A400315	8/15/2017	8/15/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	W2W A398655	8/15/2017	8/15/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Property/Special/RC E&O/Cyber Liability			O7W A400315 MPL2031672	8/15/2017 8/15/2017	8/15/2018 8/15/2018	Contents Limit/Ded E&O/Cyber Liability \$53,045/\$500 \$1.5M Agg/\$5K DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NAIC information for Lloyds of London

Alien ID # AA1120098
Lloyd's Syndicate # 3624

CERTIFICATE HOLDER

CANCELLATION 30 days except 10 days non payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. M. Wonnall

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Brad Farmer

From: Adam Isern <adam.isern@granicus.com>
Sent: Tuesday, November 6, 2018 3:58 PM
To: Brad Farmer
Subject: RE: Granicus bid for website redesign for Pittsburg

Sure Brad,

We can split this bill evenly over 5 years. \$97,729 split each year over 5 years is \$19,546/per year.

First year free below (first 12 mo. After contract execution). Total \$97,729.

One time costs	\$ 51,180
Year 1	\$ 0
Year 2	\$ 10,800
Year 3	\$ 11,340
Year 4	\$ 11,907
Year 5	\$ 12,502

5 year total
cost \$ 97,729

Thanks,

Adam Isern
Account Manager
P: 913.660.0617 | M: 913.967.9978 | E: adam.isern@granicus.com



From: Brad Farmer <BFarmer@ci.pittsburg.ca.us>
Sent: Tuesday, November 6, 2018 5:56 PM
To: Adam Isern <adam.isern@granicus.com>
Subject: RE: Granicus bid for website redesign for Pittsburg

Adam,

You mentioned that the cost could be spread over 5 years evenly in a prior email. Can you send me a new email with this also detailed.

Brad Farmer

Director of Finance
City of Pittsburg
(925) 252-4848 | bfarmer@ci.pittsburg.ca.us

From: Adam Isern <adam.isern@granicus.com>
Sent: Tuesday, November 6, 2018 3:41 PM
To: Brad Farmer <BFarmer@ci.pittsburg.ca.us>
Subject: Granicus bid for website redesign for Pittsburg

Hi Brad,

Good news, I have approved the pricing structure as we discussed below. First year free (first 12 mo. After contract execution). Total \$97,729.

We can bill this \$19,546/year over 5 years.

One time costs \$ 51,180

Year 1 \$ 0

Year 2	\$ 10,800
Year 3	\$ 11,340
Year 4	\$ 11,907
Year 5	\$ 12,502

5 year total

cost \$ 97,729

Best regards,

Adam Isern

Account Manager

P: 913.660.0617 | M: 913.967.9978 | E: adam.isern@granicus.com



Website RFP Results

Vendor	5 year Cost	Technical Rating	Website Ratings	
Atlasiko, Inc	\$ 96,000	4	4	
Carahsoft	97,729	1 or 2	1	Recommen
Civic Plus	102,862	1 or 2	2	
Digital Deploy	131,750	3	3	
GHD Limited	160,900	Not reviewed	Not reviewed	
Alfatek	236,624	Not reviewed	Not reviewed	
Celtis Ventures Inc	252,049	Not reviewed	Not reviewed	
Open Cities	289,300	Not reviewed	Not reviewed	
Statusnotquo.com	344,998	Not reviewed	Not reviewed	
MG Hurston (Pittsburg)	1,126,500	Not reviewed	Not reviewed	
Wexford	Submission Incomplete			
M6 Royal Platuim	Submission Incomplete			
Apptales LLC	Submission Incomplete			
Bartan	Submission Incomplete			
Ksoft Systems Inc	Received Late			
Civiclive	Received Late			
Revize	Received Late			

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December 18, 2018

Ref: City of Pittsburgh
Subject: Authorization of Carahsoft Technology Corp.

To Whom It May Concern,

The purpose of this letter is to confirm that Carahsoft Technology Corporation is authorized to distribute or resell Granicus' solutions to the City of Pittsburgh.

Should you have any questions regarding this matter, please do not hesitate to contact us at contracts@granicus.com.

Sincerely,

Dawn Kubat

Digitally signed by Dawn
Kubat
Date: 2018.12.19
17:31:22 -06'00'

Dawn Kubat, Vice President of Legal



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

TO: Mayor and Council Members

FROM: Garrett Evans, Acting City Manager

SUBJECT: Adoption of a City Council Resolution to Amend the Master Pay Schedule as Required by California Public Employees' Retirement System

MEETING DATE: January 22, 2019

EXECUTIVE SUMMARY

This item is necessary to comply with CalPERS' interpretation of the requirements of California Code of Regulations, Title 2, Section 570.5 by amending the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master pay schedule will be submitted to Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

FISCAL IMPACT

The amendment of previously approved separate pay schedules as a single master pay schedule has no fiscal impact to the City for preparation or distribution, as the actions already occurred.

RECOMMENDATION

The City Council adopt a resolution to amend the City of Pittsburg's master pay schedule for all employee classifications, so the City is in compliance with the requirements of the California Code of Regulations, Title 2, Section 570.5 and the California Public Employees' Retirement System (CalPERS) relating to publicly available pay schedules for purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1.

BACKGROUND

CalPERS, pursuant to their interpretation of California Code of Regulations, Title 2, Section 570.5, recommends all CalPERS employers to maintain their compensation levels in one publicly available document, approved and adopted by the governing body, which must meet all of the following requirements:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate.

Currently, the City attaches pay schedule information by represented bargaining group to the memorandum of understanding (MOU) governing each bargaining group, and for unrepresented employees includes such salary information in compensation plans approved by City Council. Following City Council approval of these various salary schedules, the approved schedules are incorporated into one master salary schedule. However, this master salary schedule has customarily not been approved by Council as a single document, even though it contains the collective salary information derived from individual MOUs which have been approved by Council. As such, the recommendation to list compensation levels for all positions on one document duly approved and adopted by the Council has not been satisfied consistent with CalPERS' interpretation of California Government Code of Regulations section 570.5.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The adoption of the resolution will comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5 by amending the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule.

ATTACHMENTS:

1. Resolution
2. Salary Schedule

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Amending Employee Pay and Listing) Resolution No. 19-
All Employee Compensation on a)
Publicly Available Master Pay Schedule)

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the California Public Employees' Retirement System (CalPERS), has requested all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with California Code of Regulations section 570.5, and meeting all of the following requirements thereof:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate; and

WHEREAS, the City now desires to amend previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburgh in one publicly available master pay schedule;

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated.

Section 2. The City Council adopt this Resolution amending previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburgh in one publicly available master pay schedule.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg on the 22nd day of January 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Juan Antonio Banales, Mayor

Alice E. Evenson, City Clerk

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	Max/w incentives	UNIT
Account Clerk (Part 1 of 2)	109	07/01/18	3,719	3,905	4,100	4,305	4,520			4,570	AFSCME
Account Clerk (Part 2 of 2)	170	07/01/18	4,266	4,479	4,703	4,938	5,185			5,235	AFSCME
Accountant I	350	07/01/18	5,639	5,921	6,217	6,528	6,854			6,904	MPC
Accountant II	500	07/01/18	6,312	6,628	6,959	7,307	7,672			7,722	MPC
Accounting Technician	220	07/01/18	4,981	5,230	5,492	5,767	6,055			6,105	AFSCME/MPC
Administrative Analyst I	390	07/01/18	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Administrative Analyst II	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Administrative Assistant (Part 1 of 2)	100	07/01/18	3,711	3,897	4,092	4,297	4,512			4,562	AFSCME
Administrative Assistant (Part 2 of 2)	160	07/01/18	4,297	4,512	4,738	4,975	5,224			5,274	AFSCME/MPC
Administrative Officer	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Administrative Coordinator	350	12/17/18	5,639	5,921	6,217	6,528	6,854			6,904	MPC
Administrative Specialist	290	07/01/18	5,324	5,590	5,870	6,164	6,472			6,522	MPC
Assistant City Engineer	920	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Assistant City Manager	950	07/01/18	14,384				18,356			18,356	Sr. Exec Team
Assistant Director of Economic Development and Recreation	887	07/01/18	10,439				12,687			12,687	Mgmt Group
Assistant Director of Finance	887	07/01/18	10,439				12,687			12,687	Mgmt Group
Assistant Director of Public Works	895	07/01/18	11,195	11,755	12,343	12,960	13,608			13,658	MPC
Assistant Planner	450	07/01/18	6,212	6,523	6,849	7,191	7,551			7,979	MPC
Assistant to the City Manager	835	07/01/18	10,027				12,187			12,187	Mgmt Group
Associate Planner	740	07/01/18	7,191	7,551	7,929	8,325	8,741			9,228	MPC
Building Inspection Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			10,693	MPC
Business Development Manager	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Business License Coordinator	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Chief Building Official	895	07/01/18	11,195	11,755	12,343	12,960	13,608			13,658	MPC
Chief of Police	955	07/01/18	14,656				18,528			22,512	Sr. Exec Team
City Attorney	943	07/01/18					15,417			15,417	Contract
City Clerk							470			470	Elected Official
City Council							500			500	Elected Official
City Council -- member of a different governing board											
if serving on Tri Delta Transit		\$100 per meeting		visit www.TriDeltaTransit.com							
if serving on Delta Diablo Sanitation District		\$209 per meeting		visit ddsd.org							
City Engineer	935	07/01/18	11,176				13,583			13,583	Mgmt Group
City Manager	960	07/01/18					22,017			22,017	Contract
City Treasurer							470			470	Elected Official
Civil Engineer I	510	07/01/18	6,494	6,819	7,160	7,518	7,894			8,339	MPC
Civil Engineer II	780	07/01/18	7,519	7,895	8,290	8,705	9,140			9,647	MPC
Combination Building Inspector	520	07/01/18	6,522	6,848	7,190	7,549	7,926			7,976	AFSCME
Community Outreach Coordinator	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Community Relations Manager	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Community Services Specialist	258	07/01/18	5,184	5,443	5,715	6,001	6,301			6,351	AFSCME
Compliance Principal	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,593	MPC
Contract Analyst	390	07/01/18	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Crime Analyst	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Customer Service Representative	95a	07/01/18	3,372	3,541	3,718	3,904	4,099			4,149	AFSCME

*Please see Benefit Matrix for education incentives, holiday pay and shift differential.

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	Max/w incentives	UNIT
Deputy City Clerk	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Development Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Director of Community Development	940	07/01/18	12,300				15,547			15,547	Sr. Exec Team
Director of Community Services	940	07/01/18	12,300				15,547			15,547	Sr. Exec Team
Director of Finance	940	07/01/18	12,300				15,547			15,547	Sr. Exec Team
Director of Human Resources	940	07/01/18	12,300				15,547			15,547	Sr. Exec Team
Director of Public Works	945	07/01/18	13,292				16,158			16,158	Sr. Exec Team
Director of Records and Council Service	8351	07/01/18	10,027				12,187			12,187	Sr. Exec Team
Director of Recreation and Maintenance Ser	920	07/01/18	11,176				13,583			13,583	Mgmt Group
Director of Water Utilities	935	07/01/18	12,792				15,547			15,547	Mgmt Group
Electrician	420	07/01/18	6,011	6,312	6,628	6,959	7,307			7,892	Teamsters
Electrician Apprentice	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,128	Teamsters
Engineering Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Engineering Technician I	310	07/01/18	5,444	5,716	6,002	6,302	6,617			6,667	AFSCME
Engineering Technician II	460	07/01/18	6,304	6,619	6,950	7,297	7,662			7,712	AFSCME
Environmental Affairs Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Environmental Health Specialist	470a	07/01/18	6,243	6,555	6,883	7,227	7,588			7,638	AFSCME
Equipment Mechanic	270	07/01/18	5,310	5,576	5,855	6,148	6,455			6,971	Teamsters
Equipment Shop Supervisor	530	07/01/18	6,601	6,931	7,278	7,642	8,024			8,074	MPC
Executive Assistant	400	07/01/18	5,871				7,136			7,136	Mgmt Group
Executive Secretary to the Chief of Police	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Finance Division Manager	855	07/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Financial Analyst	580	07/01/18	7,083	7,437	7,809	8,199	8,609			8,659	MPC
GIS Coordinator	760	07/01/18	7,328	7,694	8,079	8,483	8,907			8,957	MPC
Harbormaster	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,091	MPC
Housing Inspector	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Housing Manager	855	07/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Housing Specialist	210	07/01/18	4,898	5,143	5,400	5,670	5,954			6,004	AFSCME
Human Resources Analyst	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Human Resources Manager	890a	07/01/18	10,027				12,187			12,187	Mgmt Group
Human Resources Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Information Technology Manager	855	10/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Finance Division Manager	855	07/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Lead Community Services Specialist	415	07/01/18	6,001	6,301	6,616	6,947	7,294			7,344	AFSCME
Lead Marina Services Worker	320	07/01/18	5,558	5,836	6,128	6,434	6,756			7,094	Teamsters
Lead Police Records Clerk	255	07/01/18	5,225	5,486	5,760	6,048	6,350			6,400	AFSCME
Lead Public Works Superintendent	885	07/01/18	10,685	11,219	11,780	12,369	12,987			13,037	MPC
Maintenance Assistant	95	07/01/18	3,372	3,541	3,718	3,904	4,099			4,304	Teamsters
Maintenance Lead Worker - Env. Services/F	320	07/01/18	5,558	5,836	6,128	6,434	6,756			7,296	Teamsters
Maintenance Worker I - Env. Services/Fac. U	140	07/01/18	4,148	4,355	4,573	4,802	5,042			5,445	Teamsters
Maintenance Worker II - Env. Services/Fac.	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,303	Teamsters
Marina Maintenance Worker	140	07/01/18	4,148	4,355	4,573	4,802	5,042			5,294	Teamsters
Office Assistant	95a	07/01/18	3,372	3,541	3,718	3,904	4,099			4,149	AFSCME
Payroll Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	Max/w incentives	UNIT
Permit Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Pest Control Specialist	470	07/01/18	6,243	6,555	6,883	7,227	7,588			7,967	Teamsters
Planning Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Planning Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Police Captain	650	07/01/18	12,419	13,040	13,692	14,377	15,096	15,850		20,050	PMG
Police Evidence Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Police Lieutenant	640	07/01/18	10,827	11,368	11,937	12,533	13,160	13,818		17,480	PMG
Police Officer	600	07/01/18	5,906	6,201	6,511	6,837	7,178	7,537	7,914		POA
Police Officer (Continuation of Steps)	600	07/01/18						8,310 (H)	8,725 (I)	12,782	POA
Police Records Clerk (Part 1 of 2)	110	07/01/18	3,898	4,093	4,298	4,513	4,739			4,789	AFSCME
Police Records Clerk (Part 2 of 2)	180	07/01/18	4,512	4,738	4,975	5,224	5,485			5,535	AFSCME
Police Records Supervisor	540	07/01/18	6,590	6,920	7,266	7,629	8,010			8,060	MPC
Police Sergeant	625	07/01/18	8,389	8,809	9,249	9,711	10,197	10,707		15,686	POA
Police Services Administrator	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,091	MPC
Power Company Manager	920a	07/01/18	11,176				13,583			13,583	Mgmt Group
Property and Evidence Coordinator	410	07/01/18	5,999	6,299	6,614	6,945	7,292			7,342	AFSCME
Public Works Superintendent	880	07/01/18	9,230	9,691	10,176	10,685	11,219			11,269	MPC
Public Works Supervisor	530	07/01/18	6,601	6,931	7,278	7,642	8,024			8,074	MPC
Purchasing Analyst	720	07/01/18	7,037	7,389	7,758	8,146	8,553			8,603	MPC
Records Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	AFSCME
Recreation Coordinator	230	07/01/18	5,055	5,308	5,573	5,852	6,145			6,195	AFSCME
Recreation Supervisor	550	07/01/18	6,603	6,933	7,280	7,644	8,026			8,076	MPC
Redevelopment Project Manager	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Revenue Operations Supervisor	745	10/15/18	7,238	7,600	7,980	8,379	8,798			8,848	
Senior Administrative Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Civil Engineer	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Senior Combination Building Inspector	760	07/01/18	7,328	7,694	8,079	8,483	8,907			8,957	MPC
Senior Financial Analyst	790	07/01/18	8,200	8,610	9,040	9,492	9,967			10,017	MPC
Senior Human Resources Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Planner	840	07/01/18	8,326	8,742	9,179	9,638	10,120			10,676	MPC
Senior Redevelopment Project Manager	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Sweeper Operator	140	07/01/18	4,148	4,355	4,573	4,802	5,042			5,294	Teamsters
Utility Lineworker	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,128	Teamsters
Utility Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			10,693	MPC
Utility Technician I	705	07/01/18	6,794	7,134	7,491	7,866	8,259			8,672	Teamsters
Utility Technician II	805	07/01/18	7,711	8,097	8,502	8,927	9,373			9,842	Teamsters
Water Instrument/Maintenance Technician	480	07/01/18	7,040	7,392	7,762	8,150	8,558			8,986	Teamsters
Water Instrument/Maintenance Technician	750	07/01/18	8,150	8,557	8,985	9,434	9,906			10,401	Teamsters
Water Maintenance Mechanic I	480	07/01/18	7,040	7,392	7,762	8,150	8,558			8,986	Teamsters
Water Maintenance Mechanic II	750	07/01/18	8,150	8,557	8,985	9,434	9,906			10,401	Teamsters
Water Plant Apprentice Operator	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,128	Teamsters
Water Plant Operator	560	07/01/18	7,071	7,425	7,796	8,186	8,595			9,755	Teamsters
Water Plant Superintendent	883	07/01/18	9,692	10,177	10,686	11,220	11,781			12,231	MPC
Water Plant Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			11,935	MPC
Water Quality Analyst I	380	07/01/18	6,198	6,508	6,833	7,175	7,534			7,911	Teamsters
Water Quality Analyst II	710	07/01/18	7,462	7,835	8,227	8,638	9,070			9,524	Teamsters

*Please see Benefit Matrix for education incentives, holiday pay and shift differential.

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	Max/w incentives	UNIT
SEASONAL CLASSIFICATIONS ARE NOT ELIGIBLE FOR INCENTIVES											
Expert Consultant	0910	03/16/15	30.00				100.00				n/a
High School Intern	0550	01/01/19					12.00				n/a
Intern (college-level)	0510	01/01/19	13.50		15.00		16.50		18.00		n/a
Maintenance Aide	0530	01/01/19	12.37	13.03	13.74	14.48	15.25	16.06	16.92	17.82(H) 18.76(I) 19.76(J) 20.81(K)	
Maintenance Helper	0520	01/01/19					12.00				n/a
Police Officer Trainee	6009	07/01/18	28.39	20% less than Police Officer Step A (stepA*12/2080/1.2)							n/a
Recreation Leader I	0550	01/01/19					12.00				n/a
Recreation Leader II	0560	01/01/19	12.50		13.00		13.50				n/a
Recreation Leader III	0570	06/17/13	13.00	14.00	15.00	16.00	17.00	18.00	19.00		20.00 (H)

*Please see Benefit Matrix for education incentives, holiday pay and shift differential.



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

TO: Mayor and Council Members

FROM: Garrett Evans, Acting City Manager

SUBJECT: Adoption of an Ordinance Rezoning a 1.86-Acre Site for the Nazari Contractor Vehicle Storage Yard, AP-17-1303 (RZ, UP).

MEETING DATE: January 22, 2019

EXECUTIVE SUMMARY

On December 17, 2018, the City Council introduced and waived further reading of an ordinance that would rezone a 1.86-acre site located 1700 N. Parkside Drive from CS (Service Commercial) District to CS-O (Service Commercial with Limited Overlay) District. Assessor's Parcel No. 096-093-005.

FISCAL IMPACT

There would be no fiscal impact.

RECOMMENDATION

City Council move to adopt Ordinance No. 18-1460, rezoning the subject site from CS (Service Commercial) District to CS-O (Service Commercial with Limited Overlay) District.

BACKGROUND

On December 17, 2018, the City Council held a public hearing to consider the proposed zoning change. After closing the public hearing, the City Council moved to introduce and waive further reading of Ordinance No. 18-1460, which would rezone the property at 1700 N. Parkside Drive from CS District to CS-O District.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

After the City Council holds a public hearing and introduces an ordinance on a given matter, approval or denial of the matter is formalized by City Council adoption of the ordinance by a

majority vote at a meeting no fewer than five days after the public hearing. The ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS:

1. Ordinance 18-1460
 - a. Exhibit A – Overlay Map
 - b. Exhibit B – Overlay Plan

Report Prepared By: Hector J. Rojas, AICP, Senior Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Rezoning a 1.86-Acre Site	)	
Located at 1700 N. Parkside Drive from	)	
CS (Service Commercial) to CS-O	)	ORDINANCE No. 18-1460
(Service Commercial with Limited Overlay)	)	
District, for "Nazari Contractor Vehicle	)	
Storage Yard, AP-17-1303 (RZ, UP).")	)	

The City Council of the City of Pittsburgh DOES ORDAIN as follows:

SECTION 1. Recitals

- A. On December 14, 2017, Mike Nazari filed Planning Application No. 17-1303 requesting approval for a zoning amendment establishing a limited overlay district to allow a 'contractor vehicle storage yard' as a conditionally permitted use, and approval of a new use permit, contingent on City Council approval of the overlay district, amending the allowable uses onsite to include a contractor vehicle storage yard located at 1700 N. Parkside Drive in the CS (Service Commercial) District. Assessor's Parcel No. 096-093-005.
- B. PMC section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed zoning amendments.
- C. On November 13, 2018, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10104, recommending City Council adoption of the proposed amendment as presented.
- D. In order to approve a zoning amendment, the City Council must find (in accordance with PMC sections 18.16.020 and 18.48.030) that:
 - 1. the amendments are consistent with the objectives, policies, general land uses and programs in the General Plan;
 - 2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed;
 - 3. there is a community need for the change proposed; and
 - 4. the change will be in conformity with the public convenience, general welfare, and good zoning practice.
- E. On or prior to December 7, 2018, notice of the December 17, 2018 public hearing was published in the East County Times; was posted at City Hall and on the "Public Notices" section of the city's website; was delivered for posting at the Pittsburgh Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the project site, to local service

agencies expected to provide services to the facility, and to individuals who had previously filed written request for such notice, in accordance with PMC section 18.14.020 and Government Code sections 65090 and 65091

- F. On December 17, 2018, the City Council held a public hearing on Planning Application No. 17-1303, at which time oral and/or written testimony was considered.

Section 2. Findings

- A. Based on the Planning Commission Staff Report entitled, “Introduce and Waive First Reading of an Ordinance Rezoning a 1.86-Acre Site for the Nazari Contractor Vehicle Storage Yard, AP-17-1303 (RZ, UP),” and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the City Council finds that:
1. All recitals above are true and correct and are incorporated herein by reference.
 2. The proposed limited overlay district and overlay plan is consistent with and conforms to the General Plan. The project site has a land use designation of ‘Community Commercial’. This land use designation is intended to “provide sites for retail shopping areas containing a wide variety of businesses, including retail stores, eating and drinking establishments, commercial recreation, service stations, automobile sales and repair services, financial, business and personal services, motels, education and social services.” The proposed district and plan would be consistent with the intent of the Community Commercial land use designation in that they would only allow storage of large trucks and vehicles in excess of 15,000 pounds, along with storage containers, which would be very similar to the existing approved auto sales and auto repair uses which are among the type of businesses envisioned within this land use designation.
 3. The proposed limited overlay district and overlay plan is compatible with uses and regulations of the CS (Service Commercial) District. The proposed overlay will allow a contractor vehicle storage yard on the site. Contractor vehicle storage yards are substantially similar to vehicle storage – a use that is conditionally permitted within the CS District.
 4. The proposed overlay district and overlay plan will help meet a community need, in that it will allow a previously vacant property to be cleaned up and maintained.
 5. The proposed overlay district and overlay plan will be in conformity with the public convenience, general welfare, and good zoning practice, in that it will facilitate improvement of a previously long-standing vacant site, which could help eradicate existing problems that come with vacant sites, such as illegal dumping, loitering, etc.
 6. The proposed overlay district and overlay plan is needed because the base zone’s land use classifications would not allow a contractor vehicle storage yard and the

proposed contractor vehicle storage yard is compatible with the land uses to the north and west of the site.

Section 3. CEQA

The proposed overlay district and overlay plan are exempt from the requirements of the California Environmental Quality Act (CEQA) under the general rule of the state CEQA Guidelines, section 15061, in that the activity in question consists of a zoning amendment that would not result in a physical impact on the environment.

Section 4. Rezoning

Based on the findings set forth above, the City Council hereby amends the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to change the zoning for a 1.86-acre site located at 1700 N. Parkside Drive, from CS District to CS-O (Service Commercial with limited overlay) District with an accompanying overlay plan, as shown in Exhibit A and B of this Ordinance.

Section 5. Publication

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on December 17, 2018, and was adopted and ordered published at a meeting of the City Council held on January 22, 2019, by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Exhibit A of Ordinance No. 18-1460
OVERLAY MAP

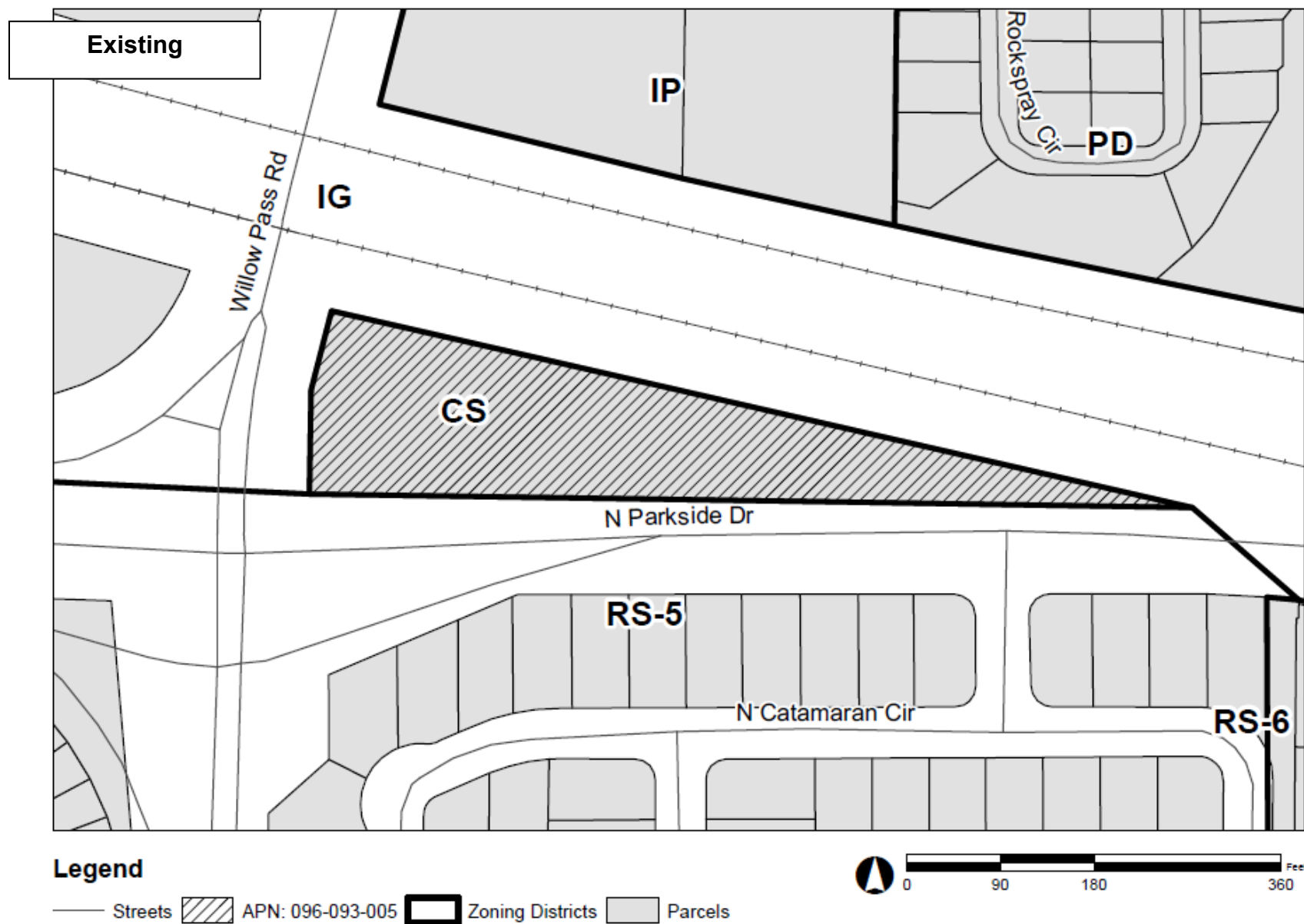


Exhibit A of Ordinance No. 18-1460
OVERLAY MAP

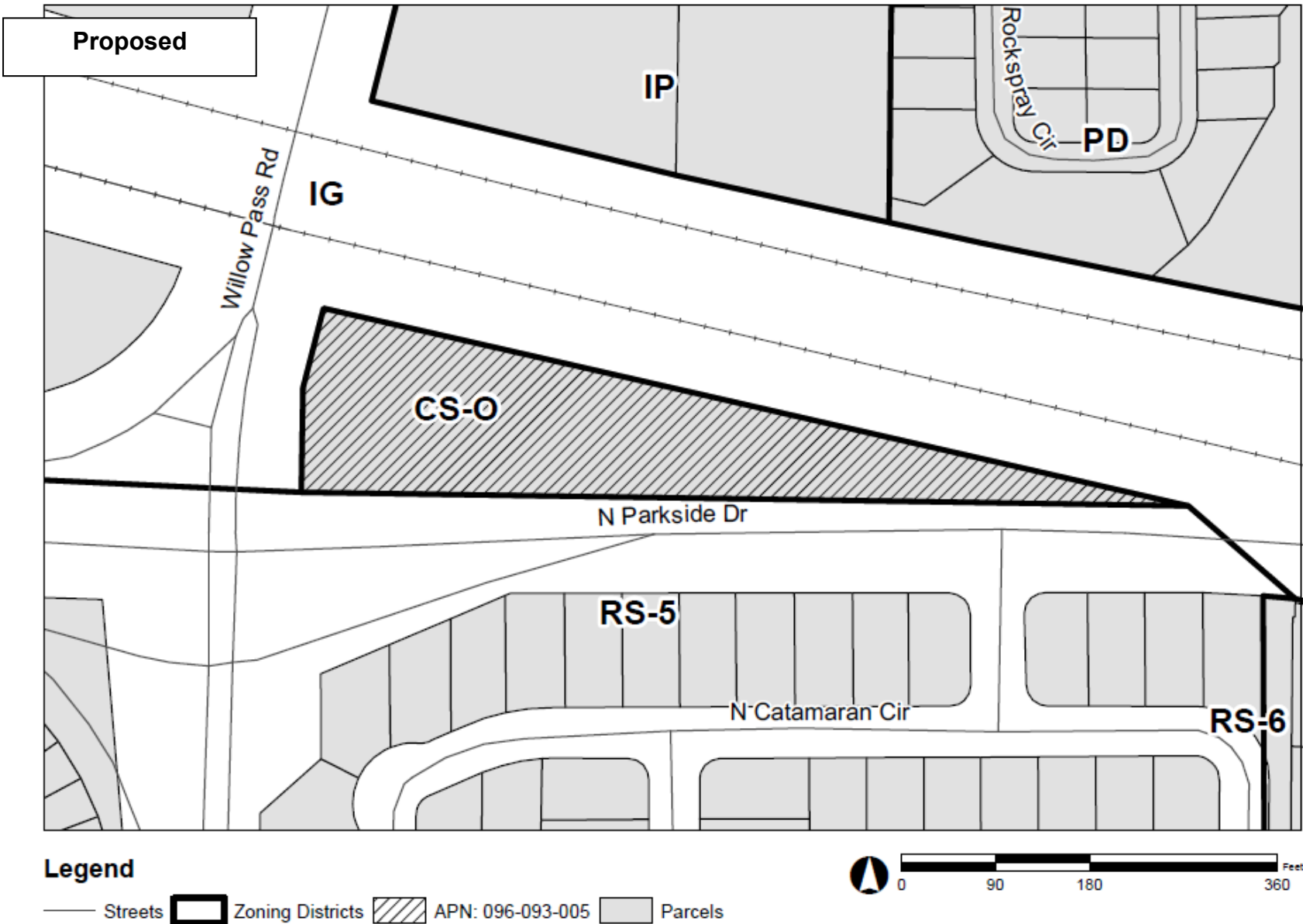
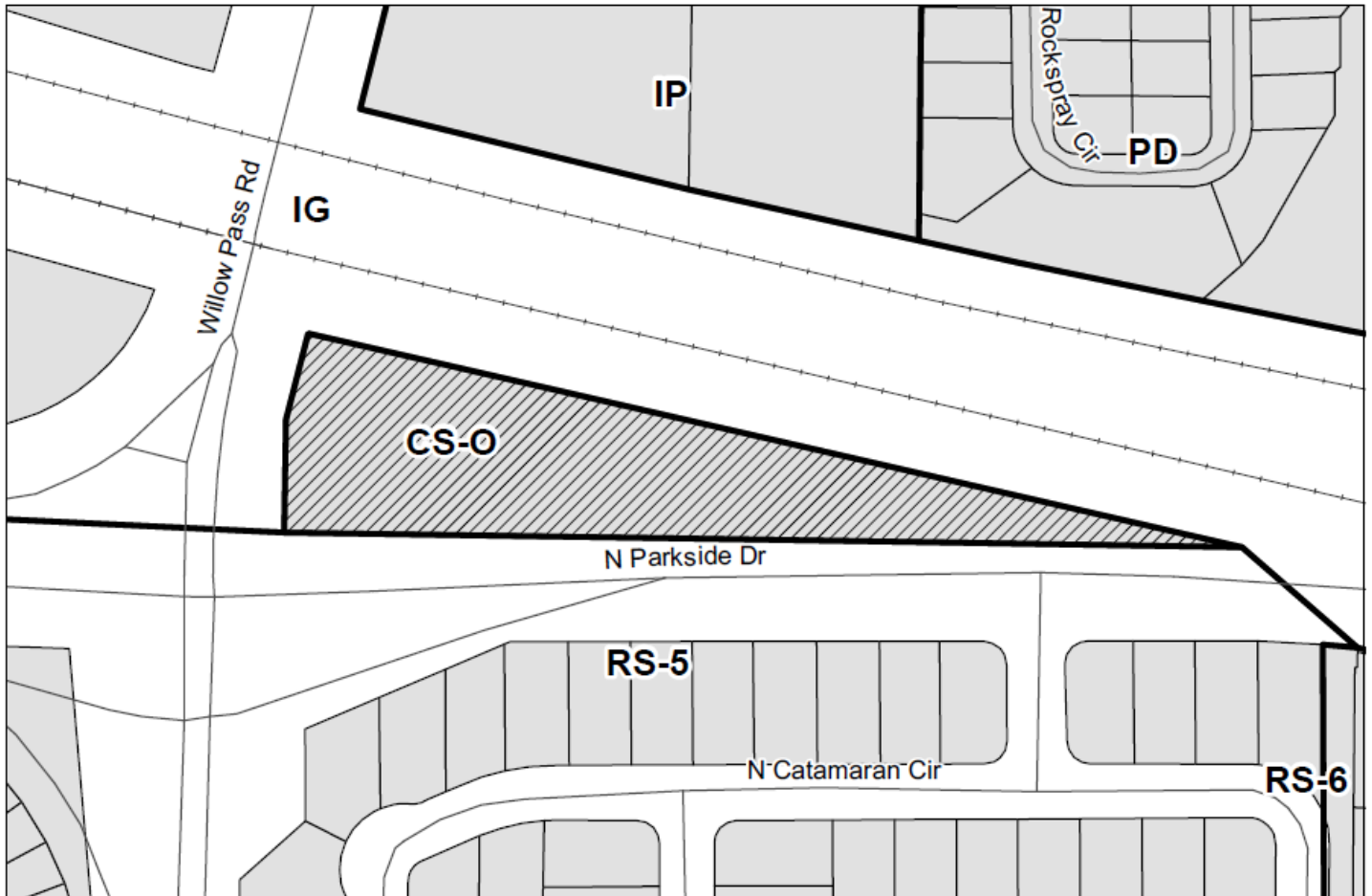


Exhibit B of Ordinance No. 18-1460
CS-O (SERVICE COMMERCIAL WITH LIMITED OVERLAY) DISTRICT OVERLAY PLAN

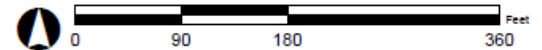
Purpose and Applicability

The purpose of this Overlay Plan is to establish land use and development regulations for a 1.86-acre site located 1700 N. Parkside Drive (APN: 096-093-005) as identified in the map below. The land use and development regulations herein are intended to be supplemental to those set forth by Pittsburg Municipal Code (PMC) Chapter 18.52 for the CS (Service Commercial) District.



Legend

Streets Zoning Districts APN: 096-093-005 Parcels



Land Use and Development Regulations

The land use classifications allowed in the CS-O (Service Commercial with Limited Overlay) District shown above shall be the same as those allowed in the CS District (PMC Chapter 18.52). A 'Contractor Vehicle Storage Yard', defined as "outdoor storage yard for large equipment and large vehicles with a gross vehicle weight in excess of 15,000 pounds," shall also be a conditionally permitted land use classification in this CS-O District. Use and development of the property shall also comply with all other applicable regulations contained within PMC Title 18, Division V (General Land Use Regulations).



**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 a Reclassification
MEETING DATE: January 22, 2019

EXECUTIVE SUMMARY

The Acting City Manager, upon recommendation from the Director of Human Resources, recommends the reclassification of one Civil Engineer II to Senior Civil Engineer.

FISCAL IMPACT

The fiscal impact of the reclassification of a Civil Engineer II to Senior Civil Engineer is \$5,871 for the 2018/19 fiscal year.

RECOMMENDATION

The City Council adopt a resolution approving the reclassification for Civil Engineer II to Senior Civil Engineer effective the beginning of the pay period, January 27, 2019.

BACKGROUND

A request was received in Human Resources to review the duties performed by a Civil Engineer II. In evaluating the request, staff reviewed the Position Classification Questionnaire that details current duties and responsibilities, class specifications and Personnel Rule 3.5 - Reclassification. The respective supervisor and department head also reviewed the Position Classification Questionnaire for accuracy and recommended the incumbent be properly classified to reflect current duties and responsibilities. Staff concluded the classification study and found it was appropriate to reclassify the incumbent Civil Engineer II to Senior Civil Engineer. The incumbent spends the majority of her time managing complex City projects and programs that require a higher level of responsibility and expertise than a Civil Engineer II.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Personnel Rule 3.5-Reclassifications permits the City Manager to reclassify some positions when the duties of a position necessitate a change. The City Manager's ability to reclassify employees is limited to those classifications within a "class series." Personnel Rule 3.5 calls for the City Council to reclassify positions not within a "class series" and, consequently, the reclassification of Civil Engineer II to Senior Civil Engineer requires City Council approval.

ATTACHMENTS:

Report Prepared By:

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution to)
Reclassify One Civil Engineer II to) RESOLUTION NO. 19-
Senior Civil Engineer)

The City Council of the City of Pittsburgh DOES RESOLVE:

WHEREAS, one Civil Engineer II has been performing duties of a higher classification; and

WHEREAS, a classification study recommends the reclassification of the Civil Engineer II to Senior Civil Engineer; and

WHEREAS, the City's Personnel Rule 3.5 – Reclassification – provides the City Manager limited authority to enact reclassifications, and the proposed reclassification from Civil Engineer II to Senior Civil Engineer requires City Council approval.

NOW, THEREFORE, the City Council finds and determines as follows:

- Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.
- Section 2. The City Council adopt this Resolution approving the reclassification of one Civil Engineer II to Senior Civil Engineer.
- Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 22nd day of January 2019, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

ATTEST:

Juan Antonio Banales, Mayor

Alice E. Evenson, City Clerk

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

DATE: December 10, 2018

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

CITY COUNCIL/AGENCY MEMBERS

Dwaine "Pete" Longmire, Mayor/Chair
Sal Evola, 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

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

Mayor Longmire called the meeting of the City Council to order at 7:21 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Congressman Mark DeSaulnier led the Pledge of Allegiance.

CITY MANAGER'S REMARKS

City Manager Sbranti reported on upcoming events throughout the city.

CITIZENS REMARKS – NONAGENDA ITEMS

CONSENT CALENDAR

1. Adoption of a City Council Resolution Declaring Results of the General Municipal Election Held on November 6, 2018

On motion by Member Banales, seconded by Member Craft to adopt the Consent Calendar, and approved unanimously.

REMARKS AND RECOGNITION OF OUTGOING VICE MAYOR/CHAIR

Salvatore Evola thanked everyone for their support the past 12 years.

REMARKS AND RECOGNITION OF PRESENT MAYOR/CHAIR

Dwaine "Pete" Longmire thanked everyone for their support during his term.

The following people spoke and congratulated the outgoing Mayor and Vice Mayor and some presented proclamations:

Mark Linde, Pittsburg
Willie Mims, Pittsburg
George Escutia, Jr. – Senator Glazer's Office
Gregory Osorio, Pittsburg
Federal Glover, Pittsburg
Greg Enholm, Bay Point
Nicholas Longmire, Brentwood
Victoria Adams
Erica Rodriguez-Langley – Assemblymember Frazier's Office
Ryan Brown – Congressman DeSaulnier's Office
Ben Johnson

ADMINISTRATION OF OATH OF OFFICE

Supervisor Federal Glover administered the Oath of Office to:

Council Member Marilyn (Merl) Craft
Council Member Holland White
Council Member Shanelle Scales-Preston
City Clerk Alice E. Evenson

City Treasurer Nancy Parent was unavailable to attend the meeting.

All new Council Members took their seats at the dais.

REORGANIZATION

Selection of Mayor/Chair

On motion by Member Killings, seconded by Member Craft to appoint Member Banales as Mayor for 2019 and approved unanimously.

Selection of Vice Mayor/Chair

On motion by Mayor Banales, seconded by Member Craft to appoint Member Killings as Vice Mayor for 2019 and approved unanimously.

Remarks from New Council Members

Members Craft, Scales-Preston, and White thanked the community for their support.

Remarks from New Vice-Mayor/Chair

Vice Mayor/Chair Killings stated he looked forward to the upcoming year and working with the new Council Members.

Remarks from New Mayor/Chair

Mayor/Chair Banales also stated he looked forward to the upcoming year, working with the new Council Members and staff.

Presentations/Comments

The following spoke welcoming the new Council Members:

Dianne Cardova, Pittsburg

Willie Williams, Pittsburg

Willie Mims, Pittsburg

ADJOURNMENT

The City Council meeting was adjourned at 9:12 P.M. to December 17, 2018.

Respectfully submitted,

Alice E. Evenson, City Clerk

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

DATE: December 17, 2018

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

CITY COUNCIL/AGENCY MEMBERS

Juan Antonio Banales, Mayor/Chair
Jelani Killings, Vice-Mayor/Chair Council/Agency Member
Marilyn Craft, Council/Agency Member
Holland Barrett White, Council/Agency Member
Shanelle Scales-Preston, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

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

Mayor Banales called the meeting of the City Council to order at 7:26 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 5:32 P.M. for Closed Session for the following items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Section 54956.8):

Property: 670 Railroad Avenue; Pittsburg Arts and Foundation Negotiators: Janis Glover, Maria Aliotti; Negotiating Parties: Christian Drackett, Big Chop; Under negotiation: Both price and terms of payment

Property: 1001 Center Drive.; Negotiators: Joe Sbranti, Garrett Evans, Kolette Simonton; Negotiating Parties: JB Balingit; Under negotiation: Both price and terms of payment

Property: Northeast corner of Harbor Street and Pittsburg/Antioch Hwy Truck Bypass; Negotiators: Joe Sbranti, Garrett Evans, and Maria Aliotti; Negotiating Parties: I Found the Answer Church; Under negotiation: both price and terms of payment

Properties: 352, 368, 384 Railroad Avenue; Negotiators for the Successor Agency: Joe Sbranti, Garrett Evans, and Maria Aliotti; Negotiating Parties: Shaun Tai dba Bridgegood; Under negotiation: both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

One (1) case

3. PUBLIC EMPLOYEE APPOINTMENT (Pursuant to Section 54957):

Title: City Manager

Mayor Banales stated there was no reportable action taken in Closed Session.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

CITIZENS REMARKS

George Escutia, Jr., on behalf of Senator Glazer, presented City Manager Sbranti with a resolution from both the Senate and Assembly.

Edward James diSibio, Pittsburg, commented on his rights being violated.

Marcus Creel, Pittsburg, spoke in favor of the Bridgegood project.

PUBLIC HEARING

6. Introduction and Waive First Reading of an Ordinance Rezoning a 1.86-Acre Site for the Nazari Contractor Vehicle Storage Yard, AP-17-1303 (RZ, UP)

Mayor Banales opened the Public Hearing.

There being no one to speak to the item, Mayor Banales closed the Public Hearing.

On motion by Member Craft, seconded by Member Scales-Preston to introduce and waive first reading of the Ordinance and approved unanimously.

CONSIDERATION

7. Adoption by Minute Order of Council Member Committee Assignments for 2019

City Attorney Mooney referenced the definition of ad hoc committees to meet the Brown Act. She suggested the Concord Hills Working Group be renamed the Hills Committee and that it be comprised only of two members of the governing body for it to remain an ad hoc meeting.

Mayor Banales also noted that Member Craft asked to allow someone else the opportunity to serve on the School District (2x2) committee. Member White agreed to take her place.

On motion by Mayor Banales, seconded by Vice Mayor Killings to adopt with the changes as noted by City Attorney Mooney and Mayor Banales and approved

unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

COMBINED CITY COUNCIL AND PITTSBURG ARTS AND COMMUNITY FOUNDATION CONSENT CALENDAR

On motion by Vice Mayor/Chair Killings, seconded by Member Craft to adopt the Consent Calendar, and approved unanimously.

8. Minutes of December 3, 2018
9. Adoption of a City Council Resolution to Establish a Salary Range for Administrative Coordinator, and Amend AFSCME-MPC MOU
10. Adoption of an Ordinance Amending Title 2 of the Pittsburgh Municipal Code Title 2 Regarding City Commissions
11. 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 (J.A.G.)
12. Adoption of a City Council Resolution Authorizing Expenditure of Supplemental Law Enforcement Services Account (SLESA) Annual Allocations
13. Adoption of a City Council Resolution Accepting the Plans and Specifications, Re-allocating Funds, and Awarding Contract 2018-09, SB-1 West Leland Road Pavement Management Project
14. Receive and File Staff's Report on the Review of Development Impact Fees Received by the City of Pittsburgh that are Subject to AB 1600 Reporting Requirements
15. Receive and File the Comprehensive Annual Financial Report ("CAFR") for the Fiscal Year Ended June 30, 2018, the Report to the City Council and Management for the Year Ended June 30, 2018, and Other Miscellaneous Audit Reports
16. Adoption of a City Council Resolution to Approve the Award of the 2019-2029 Marina Dredge Project Management Agreement

COUNCIL MEMBER REPORTS/REMARKS

Member Killings attended two subcommittee meetings earlier in the day: the Community Outreach and the CIP. He welcomed Community Outreach Coordinator Suzette Reynoso to the City.

Member Craft announced that Tri Delta Transit is understaffed and having trouble hiring and keeping qualified employees and asked that anyone qualified should apply.

CITY MANAGER'S REMARKS

City Manager Sbranti reported on upcoming events throughout the city.

As this is City Manager's Sbranti's final meeting before retirement, he thanked the community, staff and Councils for their support. He noted his term as City Manager has been the highlight of his career.

ADJOURNMENT

The City Council meeting was adjourned at 7:57 P.M. to January 22, 2019.

Respectfully submitted,

Alice E. Evenson, City Clerk