



**CITY OF PITTSBURG
AGENDA**

FEBRUARY 07, 2022

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

**CLOSED SESSION
5:30 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

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

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

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

AUDIENCE REMARKS

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

5:30 P.M. - CONVENE IN CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957:
City Manager
2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:
Agency designated representatives: Mary Egan of Management Resource Group (MRG)

Unrepresented employee: City Manager

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATION

3. Pittsburg Literacy Project

PROCLAMATION

4. Black History Month

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

See Public Advisory.

COMMITTEE REPORTS

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

CITY COUNCIL MEETING

PUBLIC HEARING

5. Adoption of A City Council Resolution to Approve the Amended City Master Fee Schedule

Staff requests approval of a resolution to approve proposed changes to related fees for the Recreation, Engineering, Planning, and Marina Departments. Additionally, new fees are proposed for the California Theatre's new patio space.

CONSIDERATION

6. Adoption of a City Council Resolution Approving a List of Qualified Consulting Firms for On-Call Building Plan Check Services and Authorizing the City Manager to Enter into Agreements with Selected Firms

The Building Division On-Call list will allow staff to use pre-qualified consulting firms on an as-needed basis to perform building plan check services and handle overflow work as required to augment Staff in the performance of City functions.

CONFLICT OF INTEREST STATEMENT

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

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

7. Minutes of January 18, 2022 and minutes of Special Meeting of January 18, 2022
8. Adoption Of A City Council Resolution To Authorize the Renewal Of A Reciprocal Tax Information Sharing Agreement Between The City Of Pittsburg And The California State Franchise Tax Board

The proposed resolution, if adopted, would authorize the renewal of an agreement between the City and the California State Franchise Tax Board to share tax information and monitor compliance with the Business License Tax Ordinance.

9. Adoption of a City Council Resolution to Approve and Allocate Funds for Project 3018, Police Department Security Fencing

The Chief of Police and City Manager recommend the installation of a security fence around the police vehicle parking and storage area west of City Hall due to heightened concern for the security of police personnel, vehicles, and equipment. If authorized, the resolution will approve Project 3018, Police Department Security Fencing (the "Project"), and allocate funds.

10. Adoption of a City Council Resolution Authorizing Submittal of Applications for CalRecycle Grant and Payment Programs

The State of California Department of Resources Recycling and Recovery (CalRecycle) maintains funding programs eligible to cities and counties for a variety of projects that promote sustainable management of solid waste. All CalRecycle funding applications require a City Council Resolution for the City to be eligible to receive funding.

11. Adoption of a City Council Resolution to Approve and Allocate Funds for Project 5009, Water Treatment Plant Reservoir Control Panel & PLC Replacement Project

A majority of the control system components that are currently installed at the City's Water Treatment Plant (WTP) are obsolete and no longer supported. This project will replace the outdated programmable logic controllers (PLC), modules and communication network to the raw water and high-level pump stations, treated water reservoirs, electrical room, and the filter control consoles. If approved, the resolution will approve Project 5009, Water Treatment Plant Reservoir Control Panel & PLC Replacement Project (the "Project") and allocate funds.

12. Adoption of City Council Resolution Declaring that Certain City-Owned Real Property Located at or in the Vicinity of the Former Delta View Golf Course, Pittsburg, California, as Exempt Surplus Land Under California Government Code Section 54234(a)(1), and Adopting a Notice of Exemption Regarding Same

This item includes consideration by the City Council of a resolution declaring real property within the boundary of the former Delta View Golf Course currently subject to an exclusive negotiating rights agreement and option agreement exempt from certain requirements of the Surplus Lands Act. Adoption of the resolution and declaration of the subject property as exempt surplus lands will not entitle any development within the City, nor would it constitute a commitment by the City and/or PPC to approve any California Environmental Quality Act (CEQA) documentation, entitlements, or other agreements.

13. Adoption of a City Council Resolution to Approve Amendment Three to the Contract for Janitorial Services with Impec Group

The existing Janitorial Services Agreement with Impec Group, Inc. (Impec) expires on February 28, 2022. If approved, the resolution authorizes an amendment that will extend the existing agreement for two years with a slight increase in compensation for wages, benefits, and supply costs.

14. Adoption of a City Council Resolution Authorizing the Negotiation and Execution of Consultant Service Agreement with Raney Planning and Management for the Stoneman Park Subdivision

The proposed item would authorize the City Manager to negotiate and execute a consultant service agreement with Raney Planning and Management in an amount not to exceed \$316,810, and would allocate \$316,810 to the consultant budget for contract planning services related to the proposed development of land generally located at the terminus of John Henry Johnson Parkway.

15. Adoption of Resolutions Making Findings in Support of Continuing to Hold Public Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

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

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

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

COUNCIL MEMBER REMARKS

Council Members may make brief announcements or informal comments at this time. (No Action Required)
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ADJOURNMENT to February 22, 2022

PUBLIC ADVISORY:
THE CITY COUNCIL CHAMBER WILL NOT BE OPEN TO THE PUBLIC

This meeting will be held in compliance with California Government Code Section 54953(e)(2), which was added by Assembly Bill 361 which became effective Oct. 1, 2021, pursuant to the Governor's Executive Order N-15-21. On January 18, 2022, the City Council authorized hybrid meetings of the City Council and Commissions upon findings made in Resolution 22-14038 as required by state law. In addition, all Boards authorized teleconferenced meetings. City Council Members/Board Members/Commissioners and appropriate staff will be participating in person in the Council Chamber. The Public will continue virtual participation via Zoom. Pursuant to Government Code Section 54953(e)(3), the Council/Board/Commission authorization is effective for 30 days and may be extended every 30 days if the Council/Board/Commission makes required findings.

The public is invited to watch and participate in meetings via the methods listed below:

Watch the live meeting via the City's webcast (www.pittsburgca.gov), or on Delta TV Comcast Channel 32, or Delta TV AT&T U-Verse Channel 99.

Members of the public may comment live via Zoom video conferencing. Download Zoom from its website: www.zoom.com. Zoom also allows you to join the meeting by phone. Join the meeting at any point but be sure you are in the meeting prior to the City Council/Board/Commission consideration of the item on which you would like to provide comment.

From a PC, Mac, iPad, iPhone or Android:

- Webinar ID: **842 5081 3434**
- Passcode: **106491**
- By phone: **US: +1-669-900-6833 or +1346-348-7799**

Speakers are asked to provide their name and city of residence for the record, although providing this is not required for participation.

Each speaker will be afforded up to 3 minutes to speak (at the discretion of the Mayor/Chair).

When the Mayor/Chair opens a public comment period on the item on which you would like to comment, please use the "Raise Hand" feature (or press *9 if connecting via telephone) which will alert staff that you have a comment to provide. You will be invited to speak when it is your turn. Speakers will be muted until their opportunity to provide public comment. You will not be seen or heard until it is your turn to speak. You will be muted again after the allotted time to speak. Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed.

When making public comment during the meeting, please

1. Try to be in a room or space without a lot of background noise.
2. Mute your microphone until it is your turn to speak, then mute your speakers while speaking.
3. Have a strong, reliable internet connection or cell phone signal.

In the event of a disruption which prevents the City Council/Board/Commission from broadcasting the meeting to the public or from receiving public comment, no further action will be taken at the meeting.

Written comments provided by the public will be accepted and given to the Council/Board/Commission although they will not be read at the meeting.

NOTICE TO PUBLIC

GENERAL INFORMATION

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SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

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

Updated December 20, 2021

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

*Rotational Staff as assigned by City Manager

**Stipend of \$170 per month

***Stipend of \$100 per month



City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

BLACK HISTORY MONTH FEBRUARY 2022

WHEREAS, February has been designated as Black History Month, and will be observed in our community with a series of special presentations, exhibits and celebrations; and

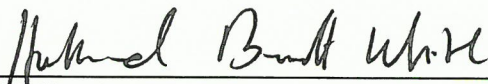
WHEREAS, this observance affords the special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation; and

WHEREAS, such knowledge can strengthen the insight of all our residents regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty; and

WHEREAS, the theme for this year is "Black Health and Wellness" and recognizes how American healthcare has often underserved the African-American community. It is an ongoing struggle for people of color that continues into the 21st century.

NOW, THEREFORE, I, Holland Barrett White, Mayor of the City of Pittsburg, on behalf of the entire City Council, do hereby proclaim the month of February 2022, to be Black History Month in our community, expressing special commendation to the dedicated volunteers who have labored so diligently to make this observance a reality in our area. I further urge all residents to make special note of the various exhibits displayed in public buildings, to assist and encourage scheduled activities, and to join together in making this a period of rededication to the principles of justice and equality for all people.




Holland Barrett White, Mayor

ATTEST:


Alice E. Evenson, City Clerk

February 7, 2022



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of A City Council Resolution to Approve the Amended City Master Fee Schedule

MEETING DATE: February 7, 2022

EXECUTIVE SUMMARY

Staff requests approval of a resolution to approve proposed changes to related fees for the Recreation, Engineering, Planning, and Marina Departments. Additionally, new fees are proposed for the California Theatre's new patio space.

FISCAL IMPACT

Adoption of the proposed fees would provide a minimum of \$5,000 in revenue for the Recreation Department; there is no fiscal impact for Engineering since the proposed fees reflect existing fees that increased yearly per previously adopted City Council resolutions and ordinances but were previously excluded in the City's Master Fee Schedule; updates to Planning Division fees are administrative in nature in order to clarify fees paid related to review of projects and are not anticipated to increase revenues. The California Theatre anticipates the increase of \$5,000 in revenue associated with the adoption of the new fees.

RECOMMENDATION

City Council approve a resolution adopting the revised Master Fee Schedule including the updated Recreation, Engineering, Planning, and Marina Department fees, and the California Theatre fees.

BACKGROUND

The City's Master Fee Schedule is a compilation of the fees charged for services and development with the City of Pittsburg. All fees are reviewed from time to time in order to ensure that the fees charged do not exceed the estimated costs required to produce the services and that all fees are in compliance with the California Government Code Sections 66016 and 66018.

The Master Fee Schedule was originally adopted by the City Council in 2004. Since then, various resolutions have been adopted to bring some of the fees current. In 2015, the City contracted with Willdan Financial Services to conduct a comprehensive user fee study of the City's various services and associated user fees. Willdan Financial Services completed their review and provided the City with a detailed comprehensive report and recommendations. On June 6, 2015, City Council adopted Resolution 15-13068 amending the citywide Master Fee Schedule as a result of the study. This includes amended Recreation Fees that allowed for future annual consumer price index (CPI) increases.

Most fee changes are per the Master Fee Schedule requirement of an annual Consumer Price Increase (CPI) increase and are recommended to be rounded to the next dollar to reflect a 3% CPI increase from prior year. However, substantial fee changes are only in a few areas as follows by Department:

Recreation Department

Aquatics (lines 12-16)

Due to the COVID-19 pandemic, rates for rentals and season passes were not increased in 2021, however minimum wage increased in January 2021, and again on January 2022. Staff is recommending the suggested increases to ensure that the department recovers its costs.

Tournaments (line 30)

Staff recommends adding basketball to the description to be consistent with baseball and softball tournaments.

Buchanan Park Community Center Deposit (lines 50-51)

Staff recommends changing the refundable deposits to be the same as the Senior Center (lines 66-67).

City Park (line 58)

Staff recommends updating the notes to include a description of the area to avoid confusion by users.

Boatwright Plaza (line 63)

Staff is recommending changing the description to reflect the correct name of the park, Central Harbor Park, rather than just the gazebo area to avoid confusion by users.

Small World Park Admission (lines 81-82)

Small World Park opened mid-season and adjusted rates to a single price ticket to accommodate the challenges of the COVID-19 pandemic. Staff is recommending that rates return to the pre-pandemic tiered structure of \$6.00 General Admission and \$3.00 for Seniors and children ages 1-12.

Small World Park Rentals (lines 95-98)

Through a donation from Mt. Diablo Resource and Recycling, staff was able to renovate and upgrade the old Dow's Barn to create a second indoor rental facility within the park. To be consistent with the rate structure for the castle, staff recommends adding "Barn" to the description.

New Fees to Be Added to Fee Schedule

In reviewing requests from residents for various facility use and equipment staff determined that the Department could offer the following uses to accommodate these requests. The rates allow the department to recover our costs.

Basketball Court Rentals - \$21 per hour for youth; \$33 per hour for adult
Scoreboard Controller for CP-1 - \$50 per day; \$200 refundable deposit
Horseshoe Pit Buchanan Park - \$21 per team
Small World Park Alcohol Permit (Season Only After-Hours Events) - \$33 per rental
Giacomelli Park Picnic Area - \$198

Engineering Department

The Engineering Fee Schedules shown reflect existing fees that increased yearly per previously adopted City Council resolutions and ordinances, but were previously excluded in the City's Master Fee Schedule. These fees are now incorporated in the master fee schedule to provide a complete, comprehensive schedule of potential development impact fees for future projects.

Water and Sewer Facility Reserve Fees

On June 20, 2005 the City Council adopted Resolution No. 05-10291, and on January 17, 2006 the City Council adopted Resolution No. 05-10372 approving the annual increases of the Water and Sewer Facility Reserve (FRC) Fees, respectively. The FRCs increase every November 1st by the yearly percentage increase of the San Francisco Bay Area Consumer Price Index. The FRC fees are summarized on Tables III and IV in the Engineering Fees section.

Pittsburg Local Transportation Development Impact Mitigation Fee

On December 18, 2006 the City Council adopted Resolution 06-10687 approving the automatic yearly increase of the Pittsburg Local Transportation Development Impact Mitigation (LTDIM) Fee. The LTDIM fee increases or decreases every January 1st by the yearly percentage increase or decrease in construction costs based on the Engineering News-Record Construction Costs Index – San Francisco Bay Area. These increased fees are summarized on Table I in the Engineering Fees section.

Regional Transportation Mitigation Development Impact Fee

On August 15, 2005 the City Council Adopted Resolution 05-1247 approving the automatic yearly increase of the Regional Transportation Development Impact Fee (RTDIM). The RTDIM fee increases or decreases every January 1st by the yearly percentage increase or decrease in construction costs based on the Engineering News-Record Construction Cost Index – San Francisco Bay Area. These increased fees are summarized on Table II in the Engineering Fees section.

Kirker Creek Watershed Drainage Area Fee

On January 18, 2005 the City Council Adopted Ordinance 05-1236, reaffirming that the Kirker Creek Watershed Drainage Area Fee be reviewed every year to adjust for inflation, and approved the yearly fee increase effective every January 1st based on the Engineering News-Record Construction Cost Index – San Francisco Bay Area. The Kirker Creek Drainage Fee will be increased to \$1.14 per square foot of newly created impervious surface area.

In Lieu of Land Dedication Fee (for park purposes)

On July 7, 1988 the City Council adopted Ordinance 88-946, amending Chapter 17.36 Park Dedication of the Municipal Code. The current land valuation for Fees In Lieu of Land Dedication is established by the City Engineer as outlined in Chapter 17.36 of the Municipal Code. The land valuation for In Lieu of Park Dedication Fee is \$11.22 per square foot.

Planning Department

Certain items listed on the Planning Division fee schedule do not reflect the City's existing practices, specifically related to environmental reviews prepared pursuant to the California Environmental Quality Act (CEQA). Currently, projects requiring studies or documentation be prepared pursuant to CEQA hire a consultant chosen by and under contract with the City, paid for by the applicant. Actual costs related to the preparation of these documents are paid by the applicant, including but not limited to consultant costs, staff time, and materials. The proposed updates to the Fee Schedule would clarify this practice, as well as the instances in which studies that may be prepared. The Planning Division is also proposing to add details regarding the Preliminary Plan Review process, but is not proposing a change to the adopted fee

Marina Department

Adding fee for boat trailer storage fee of \$50/month. This is a fee that was never charged. Establishing fee lower than what other surrounding marinas and boat storage companies are charging.

California Theatre

New fees are proposed for the California Theatre's new patio space.

SUBCOMMITTEE FINDINGS

This item was presented before the Finance Subcommittee on January 21, 2022.

STAFF ANALYSIS

The various departments evaluated the costs necessary to provide services while ensuring that fees are reasonably affordable for our residents.

Staff recommends the City Council adopt the proposed changes as per the attached spreadsheet including the addition of new fees effective January 1, 2022.

ATTACHMENTS: Resolution
 Fee Schedule for Proposed Changes

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

California Theatre

(Fund 120 - California Theatre)

Row #	Fee Description	Unit	Notes	Proposed Fee
1	Paid/Ticketed Event Base Fee			\$700/peak day, \$550 non-peak day or 15% of gross, whichever is higher
2	Additional Time	Per Hour		\$100.00
3	Rehearsal Time	4 Hours		\$350.00
4	Box Office Fees			\$200 to \$500
5	Ticket Processing	Per Ticket		\$2.00
6	Facility Fee	Per Ticket Sold		\$2.00
7	Credit Card Fee		Actual Cost of 3rd Party Vendor	Actual Cost
8	Mail handling			\$5.00
Labor				
9	Technical Director	Per Hour		\$34.00
10	Technicians (Board Operator & Deck Supervisor	Per Hour		\$30.00
11	Stagehand	Per Hour		\$30.00
12	Front of House	Per Hour		\$30.00
13	Janitorial	Per Hour		\$200/Performance, \$100/Rehearsal
Rentals				
14	California Theatre Patio (Building Rental - Resident)	Per Hour	Security Officers will be required for all rentals after 3pm (Reso 10-11408)	\$132.00
15	California Theatre Patio (Building Rental -Non- Resident)	Per Hour	Security Officers will be required for all rentals after 3pm (Reso 10-11408)	\$145.00

California Theatre

(Fund 120 - California Theatre)

Row #	Fee Description	Unit	Notes	Proposed Fee
16	California Theatre Patio Community Center (Janitorial)		Fee for All Rentals	\$60.00
17	California Theatre Patio Community Center (Deposit)		Refundable Deposit	\$658.00
18	California Theatre Patio Community Center (Deposit) - with Alcohol		Refundable Deposit	\$988.00
19	California Theatre Cancellation Fee - 4 Months or More			\$199.00
20	California Theatre Cancellation Fee - 2-4 Months			25% of Total Rental Fee
21	California Theatre Cancellation Fee - 6 Weeks to 2 Months			50% of Total Rental Fee
22	California Theatre Cancellation Fee - Less than 6 weeks			Entire Rental Fee less the Refundable Cleaning/Damage Deposit
23	California Theatre - After Hours Rental Penalty		Every 15 minutes past the rental end time; will be subtracted from the deposit	\$33.00
24	Facility Rental Add-On - Equipment (Projector/Screen)			\$54.00
25	Facility Rental Add-On - Equipment (Podium))			\$22.00
26	Facility Rental Add-On - Equipment (Heat Lamp))			\$25.00
27	California Theatre Alcohol Permit			\$33.00

Engineering

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
1	Copies	Per Page (B/W)	Plus postage if necessary	\$0.10
2	Copies	Per Page (Colored)	Plus postage if necessary	\$0.10
3	Documents (36" wide paper)	Per Document		\$3.90
4	Document (18" wide paper)	Per Document		\$2.60
5	Construction Bid Packages	Actual Cost		Actual Cost
6	Parcel Map Waiver	Flat Fee		\$2,363.00
7	Minor Subdivision Map Check	Flat Fee		\$1,819.00
8	Major Subdivision Map processing fee - Base Fee	Flat Fee	See G below	See Chart Below
9	Subdivision Improvement Plan Check	Engineer's Estimate	See A below	4.50%
10	Subdivision Improvement Inspection (\$0-\$500k)	Engineer's Estimate	See B below	7.50%
11	Subdivision Improvement Inspection (\$500,001 - \$5M)	Engineer's Estimate	See B below	5.00%
12	Subdivision Improvement Inspection (> \$5 million)	Engineer's Estimate	See B below	4.60%
13	Encroachment Permit Plan Review	Engineer's Estimate		3.5% (minimum \$328)
14	Encroachment Permit Inspection	Engineer's Estimate		4.5% (minimum \$344)
15	Grading Plan Review	Engineer's Estimate	See C below	2.5% (min \$328)
16	Grading Inspection	Engineer's Estimate	See C below	3% (min \$344)
17	Development Agreement Preparation	Actual Cost	See D below	Actual Cost
18	Address Change/New Add.	Flat Fee		\$536.00
19	Street Name Change	Flat Fee		\$652.00
20	Flood Zone Verification	Flat Fee		\$419.00
21	Transportation Permit (2 day permit)	Flat Fee	See E below	\$17.00

Engineering

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
22	Transportation Permit (Annual)	Flat Fee	See E below	\$93.00
23	Plan Check - Single Parcel (SF)	Flat Fee		\$2,494.00
24	Inspection - Single Parcel (SF)	Flat Fee		\$4,401.00
25	Plan Check - Single Parcel (MF)	Engineer's Estimate	See A below	4.50%
26	Inspection - Single Parcel (MF)	Engineer's Estimate		6.00%
27	Plan Check - Single Parcel (Acreage)	Engineer's Estimate	See A below	7.00%
28	Inspection - Single Parcel (Acreage)	Engineer's Estimate		6.75%
29	Park Dedication Fee	Per Square Foot of Entitled Property	Current Valuation, includes 20% for improvements	\$13.87
30	Kirker Creek Mitigation Fee	Flat Fee	Per new square footage of impervious surface created / constructed	\$1.14
31	Local Transportation Mitigation Fee	Flat Fee	See Local Traffic Mitigation Fee table below	Table I
32	Regional transportation Mitigation Fee	Flat Fee	See Regional Transportation Mitigation Fee table below	Table II
33	Water Facility Reserve Fee	Equivalent Residential Unit	See Water Facility Reserve Fee table below	Table III
34	Sewer facility Reserve Fee	Equivalent Residential Unit	See Sewer Facility Reserve Fee table below	Table IV
35	Sewer Inspection Fee	Contract Cost	Inspection fee is applicable to all publicly maintained sanitary sewer mains only.	\$1,000 FLAT FEE <1,000 LINEAR FOOT, \$1.50/LINEAR FOOT>300FT
36	Storm Drain Inspection Fee	Contract Cost	Inspection fee is applicable to both sections of privately maintained storm drain mains draining to publicly maintained conveyance system, and to publicly maintained segments of storm drain system.	\$1,000 FLAT FEE <1,000 LINEAR FOOT, \$1.50/LINEAR FOOT>300FT

Engineering

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
37	Bacteriological Testing - first			\$228.00
38	Bacteriological Testing - additional			\$76.00
39	Geographical Information System (Residential - Base)	Per Dwelling Unit		\$114.00
40	Geographical Information System (Commercial)	Per Unit + sq. ft.		\$114.00/Unit plus \$0.06/sq. ft.
NPDES Plan Review (SWPPP and/or C.3 Storm water Control Plan)				
41	10,000 sf to 1 acre or Risk Factor 1	Flat Fee		\$3,755.00
42	>1 acre or Risk Factor 2 and 3	Flat Fee Plus Per Unit		\$3,756 plus \$138/acre up to 5 acres and \$31/ac over 5 acres
43	NPDES Inspection Risk Factor 1	Actual Cost	See F below, \$15,000 deposit	Actual Cost with \$15,000 deposit
44	NPDES Inspection Risk Factor 2 and 3	Actual Cost	See F below, \$30,000 deposit	Actual Cost with \$30,000 deposit
45	Work Without Permit Investigation	Actual Staff Cost	Minimum 2 hours (\$330) per occurrence	Minimum \$330 per occurrence
Engineering Document Charges				
46	Water Master Plan	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Actual Cost
47	Waste Water Master Plan	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Actual Cost
48	CIP (Capital Improvement Project)	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Actual Cost
49	Grading Erosion Sediment Ordinance	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Actual Cost

Engineering

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
50	City's Specs and Details (Pkg. of 2)	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Actual Cost
51	City's Specs (Pkg. of 1)	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Actual Cost
52	City's Detail (Pkg. of 1)	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Actual Cost
53	Document Imaging Fees	Actual Cost	Actual Cost	Actual Cost

A) When the developer submits plans, maps, or other documents for plan review, deposits equal to one half of the total estimated Engineering Improvements and or Grading Plan Review Fees shall be made to the Engineering Department. The Plan Check Fees are based upon the Engineer's Estimate, which shall also be provided at the time the plans are submitted. The deposit(s) shall be credited toward the final fee(s) as determined at engineering permit issuance based upon the final, approved Engineer's Estimate. The deposit shall be paid to the Engineering Department at the time of the developer's first plan submittal - (revised 2009)

B) A new three-tiered fee structure is ADOPTED. This will eliminate the previous 8.75% flat fee.

C) For estimates based on cubic yards of material to be moved, see Engineering Fees chart for alternative calculation.

D) These costs only represent the Engineering costs. This is a multi-department activity, which will be charged by an hourly rate from all participating departments, which includes salary, benefits and overhead. A deposit may be required prior to beginning the work.

E) Transportation Permit Fee rate set by State of California in accordance with CVC 35795(b)(1).

F) The Countywide Construction General Permit for NPDES categorizes construction projects according to three risk levels according to project sediment risk and receiving water risk. Risk Level 1 are those projects issued permits by the Regional Water Quality Control Board prior to July 1, 2010. These projects are subject to minimum Best Management Practices (BMP) and visual monitoring only. Risk Level 2 projects have been determined to present a high sediment risk and low receiving water risk, or, a low sediment risk and high receiving water risk. Risk Level 3 projects have been determined to have both a high sediment risk and high receiving water risk. Risk Level 2 and 3 projects are required to implement BMPs and may be required to conduct sampling of storm water runoff to determine whether sediment and pH levels are within acceptable tolerances. If exceeded, the project site may be subject to more stringent controls and extended monitoring activities. Actual costs include staff time and time and materials for outside expenses. Surplus funds collected to be returned to applicant. Additional deposits may be required.

G) MAJOR SUBDIVISION MAP PROCESSING FEE

1ST - 3 FINAL MAP CHECKS

5-50 LOTS	\$4,000
51-150 LOTS	\$4,500
151 OR MORE	\$5,000

4TH Final Map Check

\$4,000 + \$800 each additional map check
\$4,500 + \$1,065 each additional map check
\$5,000 + \$1,330 each additional map check

Note: If an Engineering study is contracted out (i.e., Traffic Study) on behalf of a project applicant, a 25% overhead charge may be used in lieu of staff time being tracked and charged directly.

Engineering GRADING FEE CHARGES

PLAN CHECK FEE:			
0-50 cy	\$328		
51 - 1,500 cu yd	\$589	0.1800 per cu yd	in excess of 50 cu yds
1501 - 5,000 cu yd	\$1,149	0.1600 per cu yd	in excess of 1,500 cu yds
5,001 - 10,000 cu yd	\$1,849	0.1400 per cu yd	in excess of 5,000 cu yds
10,001 - 100,000 cu yd	\$6,349	0.0500 per cu yd	in excess of 10,000 cu yds
100,001 - 200,000 cu yd	\$10,349	0.0400 per cu yd	in excess of 100,000 cu yds
200,001 - 1,000,000 cu yd	\$19,949	0.0120 per cu yd	in excess of 200,000 cu yds
1,000,001 cu yd AND OVER	\$19,949	0.0040 per cu yd	in excess of 1,000,000 cu yds

INSPECTION FEE:			
0-50 cy	\$344		
51 - 1,500 cu yd	\$721	0.2600 per cu yd	in excess of 50 cu yds
1501 - 5,000 cu yd	\$1,484	0.2180 per cu yd	in excess of 1,500 cu yds
5,001 - 10,000 cu yd	\$2,484	0.2000 per cu yd	in excess of 5,000 cu yds
10,001 - 100,000 cu yd	\$9,144	0.0740 per cu yd	in excess of 10,000 cu yds
100,001 - 200,000 cu yd	\$15,144	0.0600 per cu yd	in excess of 100,000 cu yds
200,001 - 1,000,000 cu yd	\$29,544	0.0180 per cu yd	in excess of 200,000 cu yds
1,000,001 cu yd AND OVER	\$29,544	0.0060 per cu yd	in excess of 1,000,000 cu yds

If grading quantity is not available in cubic yards, the charge will be as follows:

2.5% of the Engineer's estimate for Plan Check

3% of the Engineer's estimate for Inspection

Engineering - Table I
Local Transportation Mitigation Fee
(Fund 110 - General Fund)

*New Table

Local Transportation Mitigation Fee Schedule		
<i>EFFECTIVE JANUARY 1, 2022</i>		
Land Use Category	Fee Units	Local Transportation Mitigation Fees (LTMF)
Single family residential (Rural Estate, Low Density residential, Low Density Hillside, Rural Residential)	per dwelling unit	\$10,418.56
Multiple family residential (Medium Density, High Density)	per dwelling unit	\$5,730.74
Retirement Community	per dwelling unit	\$3,675.39
Commercial (Neighborhood Commercial, Community Commercial, Service Commercial)	per square foot of gross floor area	\$1.83
Office (Office Commercial)	per square foot of gross floor area	\$1.83
Industrial	per square foot of gross floor area	\$1.83
Other	per peak hour trip as determined	\$9,399.06

Engineering - Table II

East Contra Costa Regional Fee & Financing Authority (ECCRFA) Regional (Fund 110 - General Fund)

*New Table

EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFA) REGIONAL TRANSPORTATION MITIGATION FEE		
EFFECTIVE JANUARY 1, 2022		
LAND USE CATEGORY	Fee Units	Regional Transportation Mitigation Fee (RTMF)
Single Family Residential	per dwelling unit	\$22,703.79
Multi Family Residential	per dwelling unit	\$13,936.99
Commercial	per square foot of gross floor area	\$2.22
Office	per square foot of gross floor area	\$1.92
Industrial	per square foot of gross floor area	\$1.92
Other	per peak hour trip as determined	\$26,709.45

Engineering - Table III

Water Facility Reserve Fees

(Fund 110 - General Fund)

*New Table

WATER FACILITY RESERVE FEES - Effective November 1, 2021

A. The water connection fees (Resolution 12-11778) shall be based on the number and type of dwelling unit count for residential customers, and a water meter capacity ratio for non-residential customers and as follows:

Residential

Single Family Residential 1.0 R per dwelling unit

Multifamily Residential 0.77R per dwelling unit

Non-Residential

5/8 - inch meter	1R	3-inch meter	16R
3/4 - inch meter	1R	4-inch meter	25R
1 - inch meter	2.5R	6-inch meter	50R
1 1/2-inch meter	5.0R	8-inch meter	90R
2-inch meter	8.0R	10-inch meter	145R
		12-inch meter	215R

Effective 11/1/2021			EXPANSION IMPROVEMENTS								("R" values)
WATER SERVICE LOCATIONS	503 DISTRIBUTION	502 TREATMENT	509	506	505	510	511	507	506	506	
			WTP	WTP	MAINS SEG	RESERVOIR	RESERVOIR	MAINS SEG	RESERVOIR	PUMP STATION	
			RECL/SLUDGE	Z2 PS	1E-6E	Z1 T-19	Z2 T-18	1W-6W	LELAND	VDM Z3	TOTAL
Alves / VDM	\$0.00	\$638.34	\$769.97	\$847.28	\$0.00	\$0.00	\$0.00	\$1,979.78	\$1,792.77	\$1,320.55	\$7,349
Bay Pt/BART/Trans Vlg/Amb Pk	\$0.00	\$638.34	\$769.97	\$847.28	\$0.00	\$0.00	\$0.00	\$1,683.08	\$2,321.41	\$0.00	\$6,260
San Marco A&M (Zone 2)	\$0.00	\$638.34	\$769.97	\$847.28	\$0.00	\$0.00	\$0.00	\$2,464.54	\$2,552.30	\$0.00	\$7,272
San Marco Single Family Development Area	\$0.00	\$638.34	\$769.97	\$847.28	\$0.00	\$0.00	\$0.00	\$75.22	\$165.07	\$175.52	\$2,671
Zone 3 and above (not San Marco)	\$0.00	\$638.34	\$769.97	\$847.28	\$0.00	\$0.00	\$0.00	\$1,507.56	\$20.89	\$704.15	\$4,488
Montreux	\$956.98	\$638.34	\$769.97	\$847.28	\$417.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,630
Thomas Ranch	\$956.98	\$638.34	\$769.97	\$847.28	\$1,110.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,323
Sky Ranch	\$956.98	\$638.34	\$769.97	\$847.28	\$1,474.13	\$0.00	\$187.01	\$0.00	\$0.00	\$0.00	\$4,874
Zone 1 Infill	\$4,850.73	\$638.34	\$769.97	\$847.28	\$527.59	\$2,486.48	\$0.00	\$0.00	\$0.00	\$0.00	\$10,120
Zone 2 Infill	\$956.98	\$638.34	\$769.97	\$847.28	\$1,638.15	\$0.00	\$2,233.65	\$0.00	\$0.00	\$0.00	\$7,084

Engineering - Table IV

Sewer Facility Reserve Fees

(Fund 110 - General Fund)

*New Table

SEWER FACILITY RESERVE FEES Effective November 1, 2021

B. The sewer connection fees (Resolutions 05-10291 and 05-10372) shall be based on the number and type of dwelling unit count for residential customers, and a use for non-residential customers as follows:

Residential:

Single family residential or duplex 1.0R per dwelling unit
Multifamily residential, apartments, mobile homes 0.77R per dwelling unit

Non-Residential:

Based on gallons per day (gpd) flows as determined by the City Engineer.

The City, at its option, may review flows after two years to verify data submitted. If the data submitted is not correct, then additional fees may be required.

Any additional fees would be based on the rates currently in effect.

ESTIMATED GALLONS PER DAY R RATIO

440 gpd 2.0R
880 gpd 4.0R
2000gpd 9.1R

SEWER SUB BASIN LOCATION	Existing Collection System	Expanded Collection System	TOTAL "R"
Sewer sub-basins SW101-105	\$0	\$0	\$0
Sewer sub-basins DS601-621 and SW109	\$2,704.83	\$2,096.80	\$4,802
All other Sewer Sub-Basins	\$2,704.83	\$0	\$2,705

Marina

(Fund 550 - Marina)

Row #	Fee Description	Unit	Notes	Adopted Fee
1	Standard Berthing	Per Foot		\$7.05
2	Premium Berthing	Per Foot		\$8.45
3	Premium Plus Berthing	Per Foot		\$9.55
4	Overnight Guest Berthing	Per Foot		\$0.55
5	Jet Ski Berthing	Per Month		\$52.00
Service Fees				
6	Pumpout Service	Each		\$26.00
7	Emergency Service	Each		Actual Cost
8	Repairs due to Neglect	Each		Actual Cost
9	Damage	Each		Actual Cost
10	Hazardous Substance Discharge	Each		Actual Cost
11	Abandoned Boat Removal	Each		Actual Cost
12	Sunken Boat Removal	Each		Actual Cost
13	Evicted Boat Storage Fee	Per Day		\$26.00
14	Damage to Marina Infrastructure	Each		Actual Cost
15	Vehicle Tow Fee	Each		\$25.00 - \$55.00 depending on tow distance
16	Boat Transfer Fee	Per Transaction		\$26.00
17	Expired Insurance Fee	Per Day		\$26.00
Live Aboard Fee Schedule				
18	UP TO 30'	Per Month		\$268.60

Marina

(Fund 550 - Marina)

Row #	Fee Description	Unit	Notes	Adopted Fee
19	31'-35'	Per Month		\$322.35
20	36'-40'	Per Month		\$376.05
21	41'-45'	Per Month		\$429.80
22	46'-50'	Per Month		\$483.50
23	50' +	Per Month		\$537.25
Other Fees				
24	Kayak and Stand Up Paddle Board Rentals			\$21.00
25	Late Payment Collection Fee			10% of Outstanding Amount
26	Boat Trailer Storage Fee	Per Month		\$50.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
1	Document Copies	Per Page (B/W)	Plus postage if necessary	\$0.10
2	Document Copies	Per Page (Colored)	Plus postage if necessary	\$0.10
Aquatics:				
3	Group Lesson/Parent Child - Resident			\$61.00
4	Group Lesson/Parent Child - Non-Resident			\$68.00
5	Private Lessons - Resident			\$134.00
6	Private Lessons - Non-Resident			\$142.00
7	Recreational Swim - Youth			\$3.00
8	Recreational Swim - Adult			\$6.00
9	Pool Parties	Per Person	Minimum 10 people	\$8.00
10	Aquatics Season Pass - 14 years and under		May 5 thru Oct 21	\$22.00
11	Aquatics Season Pass - 15 years and older		May 5 thru Oct 21	\$30.00
12	School Rentals, Swim Rentals (under 100 students)	Per Hour	Contract with school, swim teams practice with other programmings	\$55.00
13	School Rentals, Swim Rentals (100-175 students - additional guard needed)	Per Hour	Contract with school, swim teams practice with other programmings	\$60.00
14	School Rentals, Swim Rentals (176 and more students - additional guard needed)	Per Hour	Contract with school, swim teams practice with other programmings	\$65.00
15	Buchanan Swim Center - Spring Season Pass (Lap Swim)		Spring (Apri 16 thru Jun 8) M- F 9am - 12pm	\$30.00
16	Buchanan Swim Center - Fall Season Pass (Lap Swim)		Fall (Aug 20 thru Oct 5) M- F 9am - 12pm	\$30.00
Adult Sports:				
17	Adult Spring Softball – Recreational	Per Team	Based on a 7 game schedule, plus double elimination playoffs and award.	\$662.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
18	Adult Summer Softball – Regular League	Per Team	Based on a 8 game schedule, plus double elimination playoffs and award.	\$662.00
19	Professional Team Sport (Adult Team)	Per Game	Includes baseball, soccer, football, etc	\$552.00
Field Rentals:				
20	Basketball Court Rentals (Youth)	Per Hour		\$21.00
21	Basketball Court Rentals (Adult)	Per Hour		\$33.00
22	Grass Field Rental (Youth)	Per Hour		\$22.00
23	Grass Field Rental (Adult)	Per Hour		\$34.00
24	Artificial Grass Field Rental (Youth)	Per Hour		\$62.00
25	Artificial Grass Field Rental (Adult)	Per Hour		\$75.00
26	Field Rental Add-on (Lights)	Per Hour		\$20.00
27	Field Rental Add-On for CP-1 Only (Scoreboard & Sound)	Per Hour	Includes 1 Recreational Leader II	Actual Cost
28	Scoreboard Controller for CP-1 Only (Rental)	Per Day		\$50.00
29	Scoreboard Controller for CP-1 Only (Deposit)		Copy of ID required at moment of deposit	\$200.00
30	Tournaments (Baseball/Softball/Basketball)	Per Game		\$22.00
31	Field Prep			\$40.50
32	Snack Bar - Profit	Per Day		\$137.00
33	Snack Bar - Non-Profit	Per Day		\$68.00
34	Senior Bocce Ball League	Per Team		Service is contracted out
35	Horse Shoe Pit Buchanan Park (Rental)	Per Team		\$21.00
Youth Sports:				
36	Youth Sports (Basketball)			\$100.00
37	Youth Sports (Flag Football)			\$93.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
38	Youth Sports (Soccer)			\$93.00
39	Tiny Tots Sports (Tag Football, Indoor Soccer, Outdoor Soccer, Basketball and T-Ball) - Resident			\$49.00
40	Tiny Tots Sports (Tag Football, Indoor Soccer, Outdoor Soccer, Basketball and T-Ball) - Non-Resident			\$73.00
Recreation Classes:				
41	Recreation Classes		Fee based upon cost of class to City (60/40% cost split; 40% to City).	Fee based upon cost of class to City (60/40% cost split; 40% to City).
Summer Activities:				
42	Summer Playground Program (Basic Camp)	Per Session		Service is contracted out
43	Summer Playground Program (Super Camp)	Per Session		Service is contracted out
44	Summer Excursions			Transportation/Admission Costs
45	Summer Specialty Camps	Per Session		Service is contracted out
Adult Excursions:				
46	Adult Excursions		Transportation and accommodations plus 25% administration fee.	Transportation and Accommodations plus 25% Administration Fee.
Rentals:				
47	Buchanan Park Community Center (Building Rental) - Resident/	Per Hour	Security Officers will be required for all rentals after 3PM (Reso 10-11408)	\$132.00
48	Buchanan Park Community Center (Building Rental) - Non-Resident	Per Hour	Security Officers will be required for all rentals after 3PM (Reso 10-11408)	\$145.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
49	Buchanan Park Community Center (Janitorial)		Fee for All Rentals	\$60.00
50	Buchanan Park Community Center (Deposit)		Refundable Deposit	\$658.00
51	Buchanan Park Community Center (Deposit) - with Alcohol		Refundable Deposit	\$988.00
52	Library Community Room (Building Rental)	Per Hour	Per Resolution 13-11800	\$42.50
53	Library Community Room (Janitorial)		Fee for All Rentals	\$60.00
54	Library Community Room (Deposit)		Refundable Deposit	\$122.50
55	Buchanan Park Picnic Areas (Large Areas)	Per Day	Refundable Deposit	\$198.00
56	Buchanan Park Picnic Areas (Small Areas)	Per Day	Refundable Deposit	\$66.50
57	Giacomelli Park Picnic Area	Per Day	Refundable Deposit	\$198.00
58	Stoneman Trailhead Park	Per Day	Refundable Deposit	\$198.00
59	City Park (Large Area)	Per Day	Refundable Deposit (Rental includes the Horse Shoe pits, Gazebo, large BBQ pits)	\$198.00
60	Central Park	Per Day	Refundable Deposit	\$198.00
61	Highland Ranch Park - Gazebo	Per Day	Refundable Deposit	\$198.00
62	Buchanan Swim Center - Rental	Per Hour	Refundable Deposit	\$129.00
63	Buchanan Swim Center - Rental Deposit		Refundable Deposit	\$180.00
64	Central Harbor Park (formerly Boatwright Plaza)		4 Hours Minimum	\$100.00
65	Senior Center Rental - Non-Resident	Per Hour	4 Hours Minimum	\$248.00
66	Senior Center Rental - Resident	Per Hour	4 Hours Minimum	\$220.00
67	Senior Center Cleaning/Damage Deposit - With Alcohol		Refundable	\$988.00
68	Senior Center Cleaning/Damage Deposit - Without Alcohol		Refundable	\$658.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
69	Senior Center Kitchen Rental			\$97.00
70	Senior Center Kitchen Deposit		Refundable	\$320.00
71	Senior Center Alcohol Permit			\$33.00
72	Senior Center Insurance		REQUIRED (Proof of Homeowner's Insurance or actual cost of insurance thru Municipal Risk Management)	Insurance Required
73	Senior Center Cancellation Fee - 4 Months or More			\$199.00
74	Senior Center Cancellation Fee - 2-4 Months			25% of Total Rental Fee
75	Senior Center Cancellation Fee - 6 Weeks to 2 Months			50% of Total Rental Fee
76	Senior Center Cancellation Fee - Less than 6 Weeks			Entire Rental Fee less the Refundable Cleaning/Damage Deposit
77	Senior Center Rental Penalty	Per 15 Min	After Event Ending Time	\$133.00
78	Facility Rental Add-On - Equipment (Projector, Screen)			\$54.00
79	Facility Rental Add-On - Equipment (Sound)			\$54.00
80	Facility Rental Add-On - Equipment (Podium)			\$22.00
81	Facility Rental Add-On - Equipment (Wipe-Out Water Inflatable)			\$107.00
Small World Park:				
82	Small World Park Admission			\$6.00
83	Small World Park Admission (Senior age 65+; kids 1-12 years)			\$3.00
84	Small World Park Season Pass (General 15 and Older)			\$30.00
85	Small World Park Season Pass (Child)			\$21.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
86	Small World Park Rentals (Dinosaur Den)		Resident	\$28.00
87	Small World Park Rentals (Dinosaur Den)		Non-Resident	\$52.00
88	Small World Park Rentals (Robin Hood Haven)		Resident	\$28.00
89	Small World Park Rentals (Robin Hood Haven)		Non-Resident	\$51.00
90	Small World Park Rentals (Ford Pitt)		Resident	\$33.00
91	Small World Park Rentals (Ford Pitt)		Non-Resident	\$66.00
92	Small World Park Rentals (Barn Yard Glen/Fairy Tale Falls)		Resident	\$38.00
93	Small World Park Rentals (Barn Yard Glen/Fairy Tale Falls)		Non-Resident	\$77.00
94	Small World Park Rentals (Tea Party Pavillion 1-120 Persons)		Resident	\$94.00
95	Small World Park Rentals (Tea Party Pavillion 1-120 Persons)		Non-Resident	\$133.00
96	Small World Park Rentals (Party Castle/ Barn)		Resident	\$66.00
97	Small World Park Rentals (Party Castle/ Barn)		Non-Resident	\$132.00
98	Small World Park Rentals (Party Castle/ Barn - Off Season)	4 Hours Rental		\$191.00
99	Small World Park Rentals (Party Castle/ Barn - Off Season) Add-on Ride Operator	4 Hours Rental	Includes two rides	\$92.00
100	Small World Park Rentals - Add-on Table Rental	4 Hours Rental	Includes two rides	\$7.00
101	Small World Park Power Box Rental (Group Picnic Sites)			\$30.00
102	Small World Park (After Hour Rental Rates) - Group Rate	Four Hour Rental	Any damage, excessive clean-up, exceeding rental time or cancellation of reservation will be deducted from deposit	\$635.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
103	Small World Park (After Hour Rental Rates) - Corporate Rate	Four Hour Rental	Any damage, excessive clean-up, exceeding rental time or cancellation of reservation will be deducted from deposit	\$782.00
104	Small World Park (After Hour Rental Rates) - Deposit			\$180.00
105	Carousel		Per operator, Requires two operators	\$100.00
106	Train		Per operator	\$100.00
107	Whale		Per operator	\$100.00
108	Ferris Wheel		Per operator	\$100.00
109	Small World Park - After Hours Rental Penalty		Every 15 minutes past the rental end time; will be subtracted from the deposit.	\$33.00
110	Small World Park - Alcohol Permit (Season Only After-Hours Events)			\$33.00
Special Event Permit Application Fees				
111	Category 1 Special Event Permit (Application 16+ weeks in advance)		Non-refundable: Athletic Events, Carnivals, Fairs, Competitions/Contests, Food Related Events, Holiday Celebrations, Recreation, River/Park Clean Ups, Spectator Sports, Business Shows/Promotions, Training Activities	\$75.00
112	Category 1 Special Event Permit (Application 12 - 15 weeks in advance)		Non-refundable: Athletic Events, Carnivals, Fairs, Competitions/Contests, Food Related Events, Holiday Celebrations, Recreation, River/Park Clean Ups, Spectator Sports, Business Shows/Promotions, Training Activities	\$150.00
113	Category 1 Special Event Permit (Application 30 days - 11 weeks in advance)		Non-refundable: Athletic Events, Carnivals, Fairs, Competitions/Contests, Food Related Events, Holiday Celebrations, Recreation, River/Park Clean Ups, Spectator Sports, Business Shows/Promotions, Training Activities	\$250.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
114	Special Event Department Service Charge		If a permittee is required to pay Department Service Charges, those charges shall be calculated at the rates established in the City's Master Fee Schedule, as amended from time to time by City Council Resolution, in effect at the time the special event application is received.	Actual Cost (Fully Burdened Hourly Rate of Positions involved)
Special Event Clean-up and Damage Deposit				
115	Special Event Clean-up and Damage Deposit (Small Event - No Food)		100 - 499 people	\$0.00
116	Special Event Clean-up and Damage Deposit (Small Event - Food)		100 - 499 people	\$552.00
117	Special Event Clean-up and Damage Deposit (Medium Event - No Food)		500 - 999 people	\$552.00
118	Special Event Clean-up and Damage Deposit (Medium Event - Food)		500 - 999 people	\$1,103.00
119	Special Event Clean-up and Damage Deposit (Large Event - No Food)		1,000 or more people	\$1,103.00
120	Special Event Clean-up and Damage Deposit (Large Event - Food)		1,000 or more people	\$1,656.00

FEE WAIVERS: The City Manager or designee is authorized to reduce or waive fees to service organizations, schools, and other governmental entities.

FUTURE FEE INCREASE: Fees shall increase annually based on the average percentage increase in the San Francisco-Oakland-Hayward All Urban Workers Consumer Price Index and will become effective January 1 of each calendar year.

Planning

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
1	Accessory Dwelling Unit	Flat Fee		\$260.00
2	Annexation Review	Actual Costs	Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required.	Actual Cost with \$1,000 deposit
3	Appeal	Flat Fee		Half of original application fee up to \$1,600
4	Certificate of Compatibility (mobile/manufactured houses)	Flat Fee		\$332.00
5	Commercial/Retail Permit	Flat Fee		\$25.00
6	Design Review (administrative, awnings, color change)	Flat Fee		\$467.00
7	Design Review (all other administrative)	Flat Fee		\$1,246.00
8	Design Review - SFR Subdivision 5-50 Lots	Flat Fee		\$3,218.00
9	Design Review - SFR Subdivision >50 lots	per unit		\$3,633 plus \$52/unit
10	Design Review - MFR Base Fee 1-50 units	Flat Fee		\$5,190.00
11	Design Review - MFR 50+	Flat Fee		\$5,502 plus \$31/unit
12	Design Review - New Wireless Telecomm Facility & Comm Bldg Remodel <5k s.f.	Flat Fee		\$2,387.00
13	Design Review - Commercial Structure	Flat Fee		\$6,747.00
14	Development Agreements	Actual Costs		Actual Cost

Planning

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
15	Environmental Review – Environmental Impact Report	Actual Costs	Actual costs include consultant fees, staff time, and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required. Reimbursement agreement shall be required.	Actual Cost
16	Environmental Review – Initial Study/Negative Declaration or Mitigated Negative Declaration (Consultant Prepared)	Actual Costs	Actual costs include consultant fees, staff time, and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required. Reimbursement agreement shall be required.	Actual Cost
17	Environmental Review – Initial Study/Negative Declaration or Mitigated Negative Declaration (Administratively Prepared)	Actual Costs	Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required. Reimbursement agreement shall be required.	Actual Cost with a \$7,600 Deposit
18	Environmental Review – Consultant Study (Consultant Prepared)	Actual Costs	Actual costs include consultant fees, staff time, and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required. Reimbursement agreement shall be required.	Pass Through + 30% for Staff Cost
19	Environmental Review – Peer Review by Consultant (Pass Through)	Actual Costs	Actual costs include consultant fees plus a 30% administrative fee. Reimbursement agreement shall be required.	Pass Through + 30% for Staff Cost
20	Environmental Review – Agency Filing Fees	Actual Costs	Fees include Contra Costa County Clerk Filing Fee and Dept. of Fish and Wildlife User fee established per Dept. of Fish and Game Code Section 711.4.	Actual Cost

Planning

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
21	Environmental Review - Mitigation Monitoring and Reporting Program Implementation and Staff Monitoring	Actual Costs	Actual costs include consultant fees, staff time, and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required. Reimbursement agreement shall be required.	Actual Cost with a \$2,000 Deposit
22	Extension of Approval			Half of original application fee up to \$1,000
23	Fence Height Exception/Tree Removal Permit			\$727.00
24	General Plan Amendment			Actual Cost with \$5,000 deposit
25	Habitat Conservation Plan Administration		East County wide program 2007	\$1,000 (Zone I, III), \$2,000 (Zone II)
26	Home Occupation Permit			\$52.00
27	Minor Modifications - Existing wireless telecom facilities			\$934.00
28	Outdoor Dining Permit			\$337.00
29	Preliminary Plan Review		Includes preliminary review of application/project by staff including project referral and initial comment letter, as well as study session during one public meeting of either the Land Use Subcommittee or Planning Commission if requested by applicant. Required for all projects proposing annexation, General Plan Amendments, zoning actions, tentative maps, cannabis businesses, and projects on parcels 10 acres or larger. Otherwise optional.	\$1,972.00
30	Rezoning Request		Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required.	Actual Cost with \$7,000 Deposit
31	Sign Review - Freestanding (Admin)			\$1,246.00

Planning

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
32	Sign Review - Wall Sign (Admin)			\$62 per sign
33	Sign Review - Sign Program			\$2,491.00
34	Sign Review - Sign Exception			\$2,855.00
35	Sign Review - Temporary Signs			\$83.00
36	Sign Review - Billboard		Minimum \$1,000 initial deposit required	Actual Cost
37	Subdivision Minor		Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required.	Actual Cost with \$4,000 Deposit
38	Special Projects			Actual Cost with \$5,000 Deposit
39	Subdivision Major		Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required.	Actual Cost with \$7,000 Deposit
40	Temp Activity Permit			\$228.00
41	Use Permit - Existing Bldg & Non-sensitive			\$1,453.00
42	Use Permit - New Const and/or Sensitive			\$3,322.00
43	Variance Review – Standard			\$1,453.00
44	Zoning Administrator Approval (large day care home, small recycling facility, home occupation permit, telecommunications collocation)			\$934.00
45	Zoning Code Amendment		Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required.	Actual Cost with \$7,000 Deposit
46	Zoning Compliance Letter			\$228.00

Planning

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Proposed Fee
Planning Document Charges:				
47	Copy Fee - Black/White	Per Page	Actual cost if printed outside / In-house printing charged at \$0.10 per page plus postage if necessary	\$0.10/Page or Actual Cost
48	Copy Fee - Color Print	Per Page	Actual cost if printed outside / In-house printing charged at \$0.10 per page plus postage if necessary	\$0.10/Page or Actual Cost
49	General Plan Update		% of Building Permit Fee	5.00%
50	Penalty of Returned Checks		per Civil Code 1719, \$35 per subsequent check	\$25.00

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving Revisions to the Master Fee)
Schedule)

RESOLUTION NO. 22-

WHEREAS, the Master Fee Schedule was originally adopted by the City Council in 2004. Since then, various resolutions have been adopted to bring some of the fees current. In 2015, the City contracted with Willdan Financial Services to conduct a comprehensive user fee study of the City's various services and associated user fees. Willdan Financial Services completed their review and provided the City with a detailed comprehensive report and recommendations. On June 6, 2015, City Council adopted Resolution 15-13068 amending the citywide Master Fee Schedule as a result of the study; and,

WHEREAS, on February 3, 2020, the City Council adopted Resolution 20-13745 amending the Master Fee Schedule wherein City fees charged shall be adjusted annually by the average Consumer Price Index (CPI), to account for any changes in direct labor or labor-related costs and/or any other costs that may affect the City's ability to cover current costs of services provided; and,

WHEREAS, most fee changes proposed from the various departments were to adjust for an annual CPI increase and to add new fees that were never charged before. The departments evaluated the costs necessary to provide services while ensuring that fees are reasonably affordable for our residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the revisions to the Master Fee Schedule as set forth in the attached spreadsheets which include existing fees not previously listed in the Master Fee Schedule and new fees regarding the California Theatre and Marina, to be effective January 1, 2022.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a List of Qualified Consulting Firms for On-Call Building Plan Check Services and Authorizing the City Manager to Enter into Agreements with Selected Firms

MEETING DATE: February 7, 2022

EXECUTIVE SUMMARY

The Building Division On-Call Plan Check Consultant list will allow staff to use pre-qualified consulting firms on an as-needed basis to perform building plan check services and augment staff in the performance of City functions.

FISCAL IMPACT

Plan check service fees are paid by permit applicants as part of the permitting process. There is no fiscal impact to the City.

RECOMMENDATION

City Council adopt the attached resolution approving the on-call building plan check services list and authorizing the City Manager to enter into agreements with selected firms.

BACKGROUND

The Building Division does not have a plan check engineer on staff; therefore, it is necessary to retain the services of building plan check professionals to review and comment on building plans during the plan check process.

The proposed on-call building plan check services list will include consultants that have been pre-qualified and demonstrated expertise in specific areas of building review and permitting for which staff anticipates having a need. The on-call list will be valid for a period of two years. Prior to a consultant performing any work, an on-call professional services agreement will be executed by the City Manager.

To establish the list attached to this report, staff issued a request for qualifications (RFQ) to firms that have either had previous experience working with the City or had requested to be included in the selection process. Staff received statements of qualifications (SOQs) from nine consulting firms. These proposals were reviewed and evaluated by staff and eight were determined to be qualified for the on-call list.

The maximum fee that may be charged to a single project for plan check review per the on-call professional services agreement will be \$250,000. The total compensation to each plan check contractor during the term of this agreement shall not exceed \$500,000.

A list of the recommended on-call firms and their locations, in no particular order, is attached to this report.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The on-call building plan check services list will allow for the selected firms to review plans and documents for code compliance and will have a term of two years. The qualified consulting firms will be used on an as-needed basis for various projects, including but not limited to new commercial and industrial developments, commercial tenant improvements, new single and multifamily residential construction, or other complex and large projects. Smaller residential projects, such as interior remodels, reroofing, or HVAC projects may still be reviewed “in house” by building inspection staff.

The proposed on-call list contains eight firms with varying areas of expertise to ensure that the pool of available consultants is sufficient for future needs. The number of consultants that are pre-qualified does not obligate the City to issue any contracts to selected firms, and staff anticipates initially entering into agreements with the four highest-scoring firms. Should the number of permit applications necessitate additional plan check services, or in the event a firm with whom the City has entered into a contract with can no longer provide the requisite services, staff would return to the list and enter into an agreement with the next highest scoring firm. The SOQs received are available for review upon request.

A sample Professional Services Agreement is attached to this Staff Report. Pursuant to the agreement, the City will not be under any obligation to award any contracts or to use any “on-call” agreement to its limits.

ATTACHMENTS:

Resolution
On-Call Building Plan Check Services List
Sample Professional Services Agreement

Report Prepared By: Shelby Rose, Permit Center Supervisor

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving a List of On-Call Building Plan)
Check Firms for Professional Engineering)
Services and Authorizing the City Manager to)
Execute Agreements with Selected Firms)

RESOLUTION NO. 22-

WHEREAS, the City of Pittsburgh has a need for continuing building plan check services with third party consulting firms to perform structural, life safety, accessibility, plumbing, electrical, mechanical, California Green Energy Compliance and building code review to ensure compliance with the model codes adopted in the City's municipal code on an on-call basis; and

WHEREAS, staff requested qualifications from firms that had previous experience with the City or had requested to be included in the selection process for an on-call building plan check services list; and

WHEREAS, staff received a statement of qualifications from nine consulting firms; and

WHEREAS, staff reviewed the qualifications submitted and has compiled a list of eight qualified firms to create a list of on-call building plan check firms for use during the next two years.

NOW THEREFORE BE IT RESOLVED that the City Council hereby approves the attached list of qualified professional building plan check firms for use on an on-call basis and authorizes the City Manager to enter into agreements with one or more firms on the list. The maximum amount per task order shall set at \$250,000 per contract and the total compensation during the term of each individual agreement shall not exceed \$500,000.

BE IT FURTHER RESOLVED that the attached list shall be valid for a period of two years from the date of this resolution and may be extended by the City Manager for an additional year.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to contract with any of the firms on the on-call building plan check list to provide consulting services.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Attachment A to Resolution No. 22-_____
2022 On-Call List for Building Plan Check Services
(Provided in alphabetical order)

Firm Name	Office Location
4 Leaf, Inc.	Pleasanton
BPR Consulting Group	El Dorado Hills
Bureau Veritas	Sacramento
Independent Code Consultants	Pleasanton
TRB & Associates, Inc.	San Ramon
True North Compliance Services	Redwood City
Wildan Engineering	San Francisco
West Coast Code Consultants	San Ramon

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
[NAME OF CONSULTANT]
(general services)**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and [REDACTED], a California [corporation] [limited liability company] ("Consultant") (together referred to as the "Parties") as of [REDACTED], 20 [REDACTED] (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 [REDACTED] or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed two hundred thousand (\$250,000), as set forth in Exhibit A, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City

will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

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

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

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

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

2.3 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice

within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

- 2.4 Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.
- 2.5 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.6 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

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

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

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

not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

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

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

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant’s insurance and non-contributing.

- d. The policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

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

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 General Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 5.1 shall survive any expiration or termination of this Agreement.

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

Section 6. STATUS OF CONSULTANT.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and

maintain during the term of this Agreement valid business licenses from City.

- 7.4 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.
- 7.5 Registration and Monitoring.** Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a). Additionally, Consultant is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims

made by any worker, governmental agency or other third party with regard thereto.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

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

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

8.5.1 Immediately terminate the Agreement;

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City

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

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

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this

Agreement shall not void or affect the validity of any other provision of this Agreement.

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

Consultant : _____

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

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

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

Exhibit A Scope of Services
Exhibit B Compensation Schedule

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

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

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

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

CITY OF PITTSBURG

CONSULTANT

Garrett Evans, City Manager

[NAME, TITLE]

Attest:

Alice Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

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

Scope of Duties: As required by the City, through the Building Official, Consultant staff persons will perform a review of building plans in correction with applicable building and zoning codes and laws.

PLAN REVIEW SERVICES

At the request of, and as directed by the City Building official, Consultant staff shall check plans and specifications for compliance thereof with the requirements of the current adopted building codes and the City's Municipal Code.

After plans and specifications are delivered to Consultants staff for review, Consultant staff shall furnish to the city a written reporting including whether such plans and specifications are in compliance with applicable codes or not and if not, identifying each failure to comply with such codes. When necessary, Consultant staff will meet with involved architects and engineers to make a determination of compliance.

EXHIBIT B

COMPENSATION SCHEDULE

Building Plan Review. it is proposed that fees for most building plan review services be on a fixed fee basis at a rate of 75% of the building permit fee. It is expected that such fees will cover the typical first and second reviews, plus a third quick re-check and approval when necessary.

Miscellaneous Plan Review. Plumbing, electrical, and mechanical plan review fees which are not a part of a normal plan check project, shall be at a rate of 75% of the electrical, plumbing, or mechanical plan review fee. In the case of a building plan review that goes beyond the third quick re-check and approval, or significant revisions to previously approved plans, it is proposed that fees be on a time and materials basis in accordance with the current schedule of hourly rates as shown below.

Schedule of Hourly Rates	
Description	Hourly Rate
Review in Excess of (2)	\$155.00

In addition, fees associated with services above and beyond the norm, such as foundation-only plan check, expedited plan check, or similar services are to be negotiated in advance of services provided. This work and negotiation will take place outside the scope of services provided by the City and will culminate in an agreement between the Consultant and the applicant.

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: _____

2784987.1

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

DATE: January 18, 2022

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

This meeting was held in compliance with California Government Code Section 54953(e)(2), which was added by Assembly Bill 361 which became effective Oct. 1, 2021, pursuant to the Governor's Executive Order N-15-21. On December 20, 2021, the City Council authorized hybrid meetings of the City Council and Commissions upon findings made in Resolution 21-13997 as required by state law. In addition, all Boards authorized teleconferenced meetings. City Council Members/Board Members/Commissioners and appropriate staff participated virtually via Zoom. The Public continues virtual participation via Zoom. Pursuant to Government Code Section 54953(e)(3), the Council/Board/Commission authorization is effective for 30 days and may be extended every 30 days if the Council/Board/Commission makes required findings.

Mayor White called the Meeting of the City Council to order at 7:05 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening in Closed Session at 6:00 P.M. for the following items:

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8:

Property: Southwest corner of Center Drive and Railroad Avenue (APN 086-100-045); Negotiator for the City of Pittsburg: Garrett Evans and Maria Aliotti; Negotiating Party: Stay Cal Pittsburg, LLC; Under Negotiations: Both price and terms of payment

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Stacy Shell, Charles Sakai, Sloan Sakai Yeung & Wong LLP

Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; International Brotherhood of Electrical Workers Local 1295

Unrepresented employees: Management Group; Senior Executive Team

There was no reportable action taken in Closed Session.

ROLL CALL

Member Banales was absent and excused.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATIONS

4. Martin Luther King Jr. Day
5. Human Trafficking Awareness Month

PRESENTATION

6. Presentation by Dr. Gary Manross from Strategy Research Institute

CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on COVID-19 management and upcoming City events.

PUBLIC COMMENTS

Velma Wilson stated the Pittsburg High School Marching Show Band will be performing at the Warriors game.

COMMITTEE REPORTS

There were no committee reports.

CONSIDERATION

11. Adoption of a City Council Resolution Approving the City of Pittsburg Economic Development Strategic Plan"

On Motion by Member Killings, seconded by Member Craft to adopt and carried by the following vote:

AYES: Craft, Killings, Scales-Preston, White
ABSENT: Banales

12. Adoption of a City Council Resolution to Accept Grant Funds from Keller Canyon Mitigation Fund for FY 21/22 Recreation Programs

On Motion by Member Craft, seconded by Vice-Mayor Scales-Preston to adopt and carried by the following vote:

AYES: Craft, Killings, Scales-Preston, White
ABSENT: Banales

CONFLICT OF INTEREST STATEMENT

There were no conflicts of interest statements.

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

On Motion by Member Craft, seconded by Mayor/Chair Scales-Preston to adopt and carried by the following vote:

AYES: Craft, Killings, Scales-Preston, White
ABSENT: Banales

13. Minutes of December 20, 2021

14. Adoption of a Pittsburg Power Company Resolution Accepting Project 5822 Causeway Bridge Coupling Replacement Project as Complete, Authorizing Pittsburg Power Company to File a Notice of Completion, and Approving an Addition to the Total Project Budget

15. Adoption of a Successor Agency Minute Order Approving the July 1, 2022 – June 30, 2023 Recognized Obligation Payment Schedule

16. Adoption of a City Council Resolution Accepting the Plans and Specifications, Allocating Funds and Awarding Project 2227, Traffic Signal Improvement Project

17. Adoption of a City Council Resolution Allocating Funds and Authorizing Agreements for Consulting Services for Design of Project 3080, Delta View Sports Park

18. Receive and File the Annual Comprehensive Financial Report (ACFR) and the Transportation Development Act Article III Audit Report (TDA) for the Fiscal Year Ended June 30, 2021

19. Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of State of California Tobacco Law Enforcement Grant Funds

20. Adoption of City Council Resolution Allocating Funds and Awarding a Purchase Contract for a 2022 420 Backhoe Loader

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

There were no Council Member remarks.

ADJOURNMENT

The City Council adjourned at 9:38 P.M. to January 29, 2022 *in memory of Jess Leber*.

Respectfully submitted,

Alice E. Evenson, City Clerk

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

DATE: January 18, 2022

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

This meeting was held in compliance with California Government Code Section 54953(e)(2), which was added by Assembly Bill 361 which became effective Oct. 1, 2021, pursuant to the Governor's Executive Order N-15-21. On December 20, 2021, the City Council authorized hybrid meetings of the City Council and Commissions upon findings made in Resolution 21-13997 as required by state law. In addition, all Boards authorized teleconferenced meetings. City Council Members/Board Members/Commissioners and appropriate staff will be participating virtually via Zoom. The Public will continue virtual participation via Zoom. Pursuant to Government Code Section 54953(e)(3), the Council/Board/Commission authorization is effective for 30 days and may be extended every 30 days if the Council/Board/Commission makes required findings.

Mayor/Chair White called the Special Meeting of the City Council, Pittsburg Housing Authority, Pittsburg Arts and Community Foundation, Pittsburg Power Company, Successor Agency and Southwest Pittsburg GHAD II to order at 5:48 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA

ROLL CALL

Member Banales was absent and excused.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION

1. Adoption of Resolutions Making Findings in Support of Continuing to Hold Public Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

On Motion by Vice-Mayor/Chair, seconded by Member Craft to adopt and carried by the following vote:

AYES: Craft, Scales-Preston, White
NOES: Killings
ABSENT: Banales

The vote for the Housing Authority resolution to adopt and carried by the following vote:

AYES: Craft, Floyd, Herring, Scales-Preston, White
NOES: Killings
ABSENT: Banales

ADJOURNMENT

The City Council/Agency Special Meeting adjourned at 5:58 P.M. to the Regular Meeting of January 18, 2022.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption Of A City Council Resolution To Authorize the Renewal Of A Reciprocal Tax Information Sharing Agreement Between The City Of Pittsburg And The California State Franchise Tax Board

MEETING DATE: February 7, 2022

EXECUTIVE SUMMARY

The proposed resolution, if adopted, would authorize the renewal of an agreement between the City and the California State Franchise Tax Board to share tax information and monitor compliance with the Business License Tax Ordinance.

FISCAL IMPACT

There are no financial costs associated with the adoption of the City's reciprocal tax information sharing agreement with the Franchise Tax Board; business license revenue has increased from audits arising from the reciprocal agreement.

RECOMMENDATION

City staff recommends that the City Council adopt a resolution to approve the renewal of the reciprocal tax information sharing agreement allowing the City to exchange information with the Franchise Tax Board for the agreement period of April 1, 2022 to December 31, 2024, and authorizing the Finance Director to execute the agreement.

BACKGROUND

Effective January 2009, and as the result of the enactment of Senate Bill 1146 (Cedillo) (Chapter 345, Statutes of 2008), the Franchise Tax Board and participating cities began exchanging data through a reciprocal agreement to increase tax revenue opportunities for both cities and the Franchise Tax Board. The City of Pittsburg participated in a similar agreement in 2009, 2016, then in 2019. The Franchise Tax Board requires renewal of the reciprocal agreement every two years.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

By sharing information with the Franchise Tax Board, the City has been able to identify businesses operating within the City limits that have filed a Schedule C (Business Tax Return for a Sole Proprietorship), partnership or corporate tax return. The largest area of non-compliance has been with independent contractors and home-based businesses, who may not realize that they need to obtain a business license.

Audits undertaken by the City from the data obtained from the Franchise Tax Board have resulted in annual increase in Business License revenue of approximately \$24,000 in Fiscal Year 2020-2021.

The Reciprocal Tax Information Sharing Agreement with the Franchise Tax Board continues to be a good source of data for detecting non-compliance with our business license ordinance. The City is required to sign an agreement with the Franchise Tax Board to facilitate this ongoing exchange of information every two (2) years.

ATTACHMENTS: Resolution
 State of California Standard Agreement 074314

Report Prepared By: Margaret Padua
 Finance Division Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of a Reciprocal Tax)
Information Sharing Agreement Between the)
City of Pittsburg and the California Franchise)
Tax Board)

RESOLUTION NO. 22-

WHEREAS, on April 2, 2019, the City Council approved resolution 19-13612 authorizing the renewal of an agreement between the City and the California State Franchise Tax Board to share business license information; and

WHEREAS, an exchange of data between the City's business license files and the California Franchise Tax Board is expected to result in the discovery of businesses that do not have the required business license or are incorrectly reporting gross receipts; and

WHEREAS, the Franchise Tax Board requires renewal of this reciprocal tax information sharing agreement every two years and a resolution is required to authorize said agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Finance Director to execute the Reciprocal Tax Information Sharing Agreement with the Franchise Tax Board.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk

EXHIBIT A SCOPE OF WORK

This Agreement is entered into by and between the Franchise Tax Board, herein after referred to as (FTB), and the City of Pittsburg, herein after referred to as the City.

Purpose:

This Agreement provides for the reciprocal exchange between FTB and the City tax data specific to city business license information for tax administration purposes. By entering into a reciprocal agreement, each party agrees to bear its own costs of providing the data, and the City is precluded from obtaining reimbursement.

Both parties will abide by the legal and confidential provisions of this Agreement. Exhibits A, C, D, E, F, and G, attached hereto and incorporated by reference herein, set forth additional terms to which the parties agree to be bound.

No Federal Tax Information will be exchanged.

Legal Authority:

California Revenue and Taxation Code (R&TC) Section 19551.1 authorizes a reciprocal agreement for the exchange of specified tax information between a City/County and FTB. R&TC Section 19551.5 mandates cities/counties to provide city/county business licensing and tax information to FTB upon request.

City Responsibilities:

1. The City agrees that the information provided by FTB will be used exclusively to administer the City/County Business Tax Program.
2. The City agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose; and will only be accessed or used by City employees whose duties are to administer the City/County Business Tax Program.
3. The City agrees to provide FTB with tax information pursuant to Format Specifications, Exhibit E, which shall include, but not be limited to, the following:
 - Business or owner's name
 - Business or residence address
 - Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
 - Ownership type
 - North American Industry Classification Code or Standard Industry Classification Code
 - Business start and cessation dates
 - City Business Tax Number, to be assigned to the City by FTB
4. The City agrees to extract and provide city data to FTB annually in June for each tax year that the Agreement is in place: June 2022, 2023, and 2024. If the Agreement is executed after June 30, 2022, the City will have 30 days after execution to provide FTB with the first year's data.
5. The City agrees to submit the records to FTB electronically using FTB's Secure Web Internet File Transfer (SWIFT) system.

6. The City agrees to submit the records to FTB in ASCII fixed-length format, .txt, per the Format Specifications, Exhibit E.
7. The City agrees to resubmit data in the event data is initially submitted with errors. The resubmission of data must be within 30 days of notification. If data is not submitted accurately and timely, the City will forfeit its rights to FTB data for that year.
8. The City agrees that each City employee having access to FTB data shall sign a City/County Business Tax Program Confidentiality Statement, FTB 712 (Exhibit G). The signed statement is to be retained by the City and produced to FTB upon request.
9. The City agrees to submit to FTB a completed Security Questionnaire prior to receiving any FTB data. The Security Questionnaire is valid for the duration of the Agreement.
10. The City agrees to provide a copy of the current resolution, order, or minutes reflecting passage of a motion, or ordinance of the local governing body authorizing the execution of this specific Agreement.

FTB Responsibilities:

1. FTB agrees that information provided by the City will be used for tax administration and non-tax programs that FTB administers and may be shared with other state or federal agencies as authorized by law.
2. FTB agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose, except as provided in paragraph 1 or otherwise authorized by law.
3. FTB agrees to provide the City with data extracted from the Taxpayer Information (TI) system and Business Entities Tax System (BETS). FTB will provide the City with records for taxpayers within the City's jurisdiction who indicate a business on their personal or business entity income tax return. The Record Layout, Exhibit F, FTB 909A shall include:
 - Taxpayer name
 - Taxpayer address
 - Taxpayer SSN or FEIN
 - Principal Business Activity code
4. FTB agrees to match the data provided by the City using the SSN or FEIN against FTB's data with a "Yes" or "No" indicator on the Record Layout, Exhibit F, FTB 909A. The first year's data match is at the discretion of FTB based on when the data is received from the City and processed.
5. FTB agrees to provide the City with an annual data extract in December 2022 for tax year 2021, in December 2023 for tax year 2022, and in December 2024 for tax year 2023 via SWIFT.
6. FTB agrees to register the City for a SWIFT account allowing for the secure electronic transmission of data.
7. FTB agrees to provide the City with a unique City Business Tax Number to be used for reporting purposes only.

8. FTB agrees to allow the City to resubmit data within 30 days of notification, in the event data is initially submitted with errors.

Project Coordinators:

The project coordinators during the term of this Agreement will be:

Franchise Tax Board

Felicia Hicks
City/County Business Tax Program Manager
Safeguards and Data Oversight Program
P.O. Box 1468, Mailstop A181
Sacramento, CA 95812-1468
Phone: (916) 845-6304
Email: FTBCCBT@ftb.ca.gov

City of Pittsburg

Margaret Padua
65 Civic Ave
Pittsburg, CA 94565
Phone: (925) 252-4918
Email: mpadau@ci.pittsburg.ca.us

Return executed agreement to:

Franchise Tax Board

Sha'Meccah Brown
Business Acquisitions Unit
P.O. Box 2086, Mailstop A-374
Rancho Cordova, CA 95741-2086
Phone: (916) 845-3333
Fax: (916) 843-0102
Email: ShaMeccah.Brown@ftb.ca.gov

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

This data exchange is provided at no cost.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. **DATA OWNERSHIP:** The confidential tax information or sensitive information being provided under this Agreement remains the exclusive property of the providing party. Confidential tax information and other confidential information are not open to the public and require special precautions to protect from loss and unauthorized access, inspection, acquisition, use, disclosure, modification, or destruction. The City (or County) shall have the right to use and process the disclosed information for the purposes stated in the Scope of Work of Exhibit A of this Agreement, which right shall be revoked and terminated immediately upon termination of this Agreement.
2. **STATEMENT OF CONFIDENTIALITY:** The Franchise Tax Board has taxpayer tax returns and other confidential information and data in its custody. Unauthorized inspection or disclosure of state returns or other confidential information or data is a misdemeanor (Revenue and Taxation Code Sections 19542, 19542.1, Unauthorized inspection or disclosure of federal returns and other confidential federal return information or data is a misdemeanor or a felony (Internal Revenue Code Sections 7213A(a)(2) and (b), and 7213(a)(2), respectively).

Upon the approval of this agreement and prior to any access to the confidential or sensitive data of the FTB, each City (or County) employee who may have access to the confidential data of FTB will be required to sign a City/County Business Tax Program Confidentiality Statement, FTB 712 (Exhibit G), attesting to the fact that he/she is aware of the confidentiality of the data and the penalties for unauthorized disclosure thereof under applicable state and federal law. The signed statement(s) shall be retained by the City (or County) and furnished to FTB upon request.

3. **USE OF INFORMATION:** The City (or County) agrees that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in the Scope of Work of Exhibit A. The City (or County) further agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than as identified in the Scope of Work of Exhibit A.
4. **EMPLOYEE ACCESS TO INFORMATION:** Both FTB and the City (or County) receiving data agree that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need to know" basis. The "need to know" standard is met by authorized employees who need the information to perform their official duties in connection with the uses of the information authorized by this Agreement. Each party receiving data recognize(s) its responsibility to protect the confidentiality of the information in its custody as provided by law and ensure that such information is disclosed only to those individuals and for such purposes as authorized by law and this Agreement.
5. **PROTECTING CONFIDENTIAL INFORMATION/ INCIDENT REPORTING:** Both FTB and the City (or County) receiving data, recognize the confidentiality of the information to be exchanged, pursuant to this agreement from unauthorized access, use, or disclosure. Each party receiving data will conduct oversight of its users with access to the confidential information provided under this agreement and will immediately notify the FTB's Information Security Audit Unit (SecurityAuditMail@ftb.ca.gov)

of any unauthorized or suspected unauthorized accesses, uses and/or disclosures (incidents). For purposes of this section, immediately is defined as within 24 hours of the discovery of the breach. The notification must describe the incident in detail and identify

responsible personnel (name, title, and contact information). The City (or County) with an incident will comply with the incident reporting requirements in accordance with R&TC Section 19542.1, Civil Code Section 1798.29, SAM Chapter 5300, and SAM Sections 8643 and 20080, and State Information Management Manual 54340-A and 5340-C to facilitate the required reporting to the taxpayers or state oversight agencies.

6. **INFORMATION SECURITY:** Information security is defined as the preservation of the confidentiality, integrity, and availability of information. A secure environment is required to protect the confidential information obtained from FTB pursuant to this agreement. The City (or County) receiving data will store information so that it is physically secure from unauthorized access. The records received by the City (or County) will be securely maintained and accessible only by employees of the City (or County) business license or tax programs who are committed to protect the data from unauthorized access, use, or disclosure. All FTB electronic data must be encrypted when in transit using FIPS 140-2 approved encryption technology and be password protected and secure at all times when in storage. Confidential information obtained from the FTB must be secured in accordance with the SAM Chapters 5100 and 5300 (Information Security), and National Institute of Standards and Technology (NIST) Special Publication 800-53 (moderate); and additional security requirements provided by FTB.
7. **CLOUD COMPUTING ENVIRONMENT:** A City (or County) receiving FTB's confidential data must submit a completed FTB Cloud Security Questionnaire before using a Cloud Computing Environment. The questionnaire will be reviewed for approval by FTB's Chief Security Officer, or his/her designee. A Cloud Computing Environment cannot be used to receive, transmit, store or process FTB's confidential data without prior written approval from FTB's Chief Security Officer or his/her designee.
8. **DESTRUCTION OF RECORDS:** All records received by the City (or County) from FTB under this Agreement, and any database(s) created, copies made, or files attributed to the records received, will be returned or destroyed within three years of receipt or upon termination of the agreement due to a breach of its terms, whichever occurs earlier. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained. The City (or County) will notify FTB City/County Business Tax program manager annually in writing at FTB_CCBT@FTB.CA.GOV that proper destruction methods have been applied. FTB will destroy city/county data in accordance with the department's data retention policies.
9. **DISPUTE RESOLUTION:** In the event of a dispute, the City (or County) shall file a "Notice of Dispute" with the Chief Financial Officer of the FTB within ten (10) days of discovery of the problem. Within ten (10) days, the Chief Financial Officer or his/her designee shall meet with the City (or County) for purposes of resolving the dispute. The decision of the Chief Financial Officer shall be final.
10. **SURVIVAL OF OBLIGATION TO PROTECT DATA:** Each party's obligation to protect the data and information received from the other party shall survive the expiration or termination of this Agreement. In the event a party continues to provide any data or information to the other party after the expiration or termination of this Agreement, the receiving party agrees to continue to protect all such data and information received in accordance with the provisions of this Exhibit D, and all applicable state and federal laws.
11. **ONSITE SAFEGUARD REVIEW:** FTB retains the right to conduct on-site safeguard reviews of the City (or County) use of FTB information and security controls established. The safeguard reviews may include, but are not limited to an examination of the adequacy of

information security controls, "need to know," and use justifications established by the City (or County) to ensure compliance with the terms and conditions of this agreement. FTB will provide a minimum of seven (7) days' notice of a safeguard review being conducted by FTB staff. The City (or County) will take appropriate disciplinary actions against any user determined to have violated security or confidentiality requirements.

12. LIMITED WARRANTY: Neither party represents or warrants the accuracy or content of the material available through this Agreement, nor each expressly disclaims any express or implied warranty, including any implied warranty of fitness for a specific purpose.
13. CANCELLATION: Either party may terminate this Agreement, in writing for any reason, upon thirty (30) days' prior written notice. This Agreement may be terminated immediately by either party in the event of any breach of the terms of this Agreement.
14. NO THIRD PARTY LIABILITY: Nothing contained in or related to this agreement shall create any contractual relationship between either of the Parties and any other party, except between FTB and the City (or County); and no other party shall relieve the City (or County) or FTB of its responsibilities and obligations hereunder. Each of the parties agrees to be fully responsible for the acts and omissions of its third party contractors and agents, and of persons either directly or indirectly employed by the party. Neither of the parties shall have any obligation to pay, or to see to the payment of, any monies to any party or persons either directly or indirectly employed by the other.

EXHIBIT E
CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)

Data Element Name	Start Pos.	End Pos.	Field Size	Usage	Description
SOCIAL SECURITY NUMBER (SSN)	1	9	9	AN	Must be present unless FEIN is provided. Fill unused field with zeros.
FEDERAL EMPLOYER ID NUMBER (FEIN)	10	18	9	AN	Must be present unless SSN is provided. Fill unused field with zeros.
OWNERSHIP TYPE	19	19	1	AN	Must be present: S = Sole Proprietorship P = Partnership C = Corporation T = Trust L = Limited Liability Company
OWNER'S LAST NAME	20	34	15	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S FIRST NAME	35	45	11	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S MIDDLE INITIAL	46	46	1	AN	May be left blank.
BUSINESS NAME	47	86	40	AN	Enter if business is operating under a fictitious name (Doing Business As (DBA)).
BUSINESS ADDRESS NUMBER AND STREET	87	126	40	AN	Address of the business location or the residence of the owner if sole proprietorship.
CITY	127	166	40	A	Must be present.
STATE	167	168	2	A	Enter standard state abbreviation.
ZIP CODE	169	177	9	AN	Enter the five- or nine-digit ZIP Code assigned by the U.S. Postal Service. If only the first five-digits are known, left-justify information and fill the unused fields with zeros.
BUSINESS START DATE	178	185	8	N	Enter the eight-digit date (MMDDYYYY). Zero fill if not known.
BUSINESS CEASE DATE	186	193	8	N	Enter the eight-digit date (MMDDYYYY) if out of business. Zero fill if unknown or still in business.

Data Element Name	Start Pos.	End Pos.	Field Size	Usage	Description
CITY BUSINESS TAX NUMBER	194	196	3	N	Enter three-digit number assigned by FTB.
NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)	197	202	6	N	Enter the two- to six-digit NAICS code. Left justify. (example 99 will be 9900). Fill unused fields with zeros.
STANDARD INDUSTRIAL CLASSIFICATION (SIC)	203	206	4	N	Enter the 2-4 digit SIC code. Left justify (example 99 will be 9900). Fill unused fields with zeros.
TOTAL RECORD LENGTH		206			

EXHIBIT F
FRANCHISE TAX BOARD RECORD LAYOUT SPECIFICATIONS (FTB 909A)

Field Name	Length	Start Pos.	Description
ENTITY TYPE	1	1	"P" – personal income tax record; "B" – business entity tax record.
SSN or FEIN	9	2	For "P" records, primary taxpayer's social security number; For "B" records, federal employer identification number.
LAST NAME	40	11	For "P" records, the primary taxpayer's last name; For "B" records, business name.
FIRST NAME	11	51	For "P" records ONLY.
MIDDLE INITIAL	1	62	For "P" records ONLY.
SPOUSE SSN	9	63	For "P" records filed with a joint return.
SPOUSE LAST NAME	17	72	For "P" records filed with a joint return.
SPOUSE FIRST NAME	11	89	For "P" records filed with a joint return.
SPOUSE MIDDLE INITIAL	1	100	For "P" records filed with a joint return.
PBA CODE	6	101	Principal Business Activity code.
ADDRESS NUMBER	10	107	
PRE-DIRECTIONAL DIRECTOR	2	117	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET NAME	28	119	
STREET SUFFIX	4	147	e.g., ST, WAY, HWY, BLVD, etc.
POST-DIRECTIONAL INDICATOR	2	151	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET SUFFIX 2	4	153	
APARTMENT/SUITE NUMBER	10	157	e.g., APT, UNIT, FL, etc.
CITY	13	167	
STATE	2	180	Standard state abbreviation.
ZIP CODE	5	182	The five-digit ZIP Code assigned by the U.S. Postal Service.
ZIP CODE SUFFIX	4	187	Provided if known.
CBT MATCH	1	191	"N" – No match per CBT data. "Y" – Yes: CBT matched to state tax return filed.

EXHIBIT G
CONFIDENTIALITY STATEMENT (FTB 712)

State of California

Franchise Tax Board

City/County Business Tax Program Confidentiality Statement

Confidential tax data is protected from disclosure by law, regulation, and policy. Information security is strictly enforced; violators may be subject to disciplinary, civil, and/or criminal action. Protecting confidential tax data is in the best interest of the city, county, and state.

As a city/county employee, you are required to protect all information received from the Franchise Tax Board (FTB). To protect confidential tax data, you must:

- **Access or modify tax data solely to perform official duties.**
- **Never access or inspect tax data for curiosity or personal reasons.**
- **Never show or discuss confidential tax data with anyone who does not have a need to know.**
- **Never remove confidential tax data from your worksite without authorization.**
- **Place confidential tax data in approved locations only.**

Unauthorized inspection, access, use, or disclosure of confidential tax data is a crime under state laws including, but not limited to, California Revenue and Taxation Code Sections 19542 and 19552 and Penal Code Section 502. Unauthorized access, inspection, use, or disclosure may result in either or both of the following:

- **State criminal action.**
- **Taxpayer civil action.**

I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action against me.

Name (print)

Signature

Date

Each city/county employee accessing FTB data must retain a signed copy of this form and provide it to FTB upon request.

FTB 712 (REV 06-2016)



**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 and Allocate Funds for Project 3018, Police Department Security Fencing

MEETING DATE: February 7, 2022

EXECUTIVE SUMMARY

The Chief of Police and City Manager recommend the installation of a security fence around the police vehicle parking and storage area west of City Hall due to heightened concern for the security of police personnel, vehicles, and equipment. If authorized, the resolution will approve Project 3018, Police Department Security Fencing (the “Project”), and allocate funds.

FISCAL IMPACT

This resolution will allocate \$350,000 from General Fund (Fund 110) unallocated fund balance to complete the design and construction of the Project.

Project Budget Summary attached.

RECOMMENDATION

City Council adopt the attached resolution approving the Project and allocating \$350,000 from the City’s General Fund.

BACKGROUND

In light of several incidents that have occurred in the City Hall Parking lot, ranging from vandalism to an attempted assault on police staff by a person with a knife, the Chief of Police and City Manager recommend the installation of a fence to secure the parking area for police vehicles and equipment.

The preferred design is an 8-foot square tubular fence with an automated entry/exit gate. The project will also include additional lighting, landscaping, and other security improvements.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Staff recommends designing and constructing security fencing at the west wing of City Hall, adjacent to the Pittsburgh Police Department offices and parking area for site security. Staff will select a design consultant from our on-call consultant list to compete for the design of the Project.

The total cost for the Project, including design, construction, and construction management, is \$350,000. If approved, the resolution will approve the Project and allocate funds. Staff has scheduled the construction of the Project to start in the Fall of 2022.

ATTACHMENTS: Resolution
 Project Budget Summary

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution to Approve and Allocate)
Funds for Project 3018, Police)
Department Security Fencing Project)

RESOLUTION NO. 22-

WHEREAS, Project 3018, Police Department Security Fencing Project (the "Project") is for the construction of security fence and other security features around the police vehicle parking and storage area west of City Hall due to heightened concern for the security of police personnel, vehicles, and equipment; and,

WHEREAS, staff estimates the total project cost will be \$350,000; and

WHEREAS, in light of several incidents that have occurred in the City Hall Parking lot, the Chief of Police and City Manager recommend the Project; and

WHEREAS, staff requests that unallocated fund balance in General Fund (Fund 110) be used to fund the cost of the Project; and

WHEREAS, a summary of anticipated projected expenditures for design, construction and staff time is included in the attached Staff Report.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Approve Project 3018, Police Department Security Fence and authorizes the use of \$350,000 from unallocated fund balance within General Fund for design and construction of the Project.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Project 3018 Police Department Security Fencing Project

Project Funding

General Fund Unallocated Fund Balance (Fund 110)	\$350,000
Funding Total	\$350,000

Project Expenditures:

Design: (Code 2122)	Consultant Design	\$44,000
	Subtotal	\$44,000

Miscellaneous: (Code 1399)	Advertising	\$700
	Reproduction	\$200
	Postage	\$100
	Subtotal	\$1,000

Construction: (Code 2281)	Construction	\$250,000
	Construction Contingency	\$25,000
	Subtotal	\$275,000

Staff Time: (Code 1101)	Staff Costs During Design Management	\$5,000
	Staff Costs During Construction Management	\$10,000
	Subtotal	\$15,000

Admin: (Code 2372)	Overhead Costs During Design Management	\$5,000
	Overhead Costs During Construction Management	\$10,000
	Subtotal	\$15,000

Estimated Total Expenditures \$350,000



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Submittal of Applications for CalRecycle Grant and Payment Programs

MEETING DATE: February 7, 2022

EXECUTIVE SUMMARY

The State of California Department of Resources Recycling and Recovery (CalRecycle) maintains funding programs eligible to cities and counties for a variety of projects that promote sustainable management of solid waste. All CalRecycle funding applications require a City Council Resolution for the City to be eligible to receive funding.

FISCAL IMPACT

In fiscal year 2021-2022, approval of this Resolution will provide the City of Pittsburg with an opportunity to receive up to \$98,731 to fund activities related to implementation of SB 1383, including mandated enforcement, recycled organic products procurement, recordkeeping, outreach, and more. Implementation of SB 1383's mandates are otherwise unfunded and would require the expenditure of other City funds such as the General Fund.

RECOMMENDATION

Staff recommends City Council adoption of the attached Resolution authorizing the submittal of applications for all CalRecycle payment programs for which the City is eligible, the City Manager or his designee to execute the application and necessary grant management documents on behalf of the City, and the Director of Finance to receive and account for the funds provided.

BACKGROUND

Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), authorize CalRecycle to administer various grant and payment programs in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated; thereby preserving landfill capacity and protecting public health and safety and the environment. In furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs and administration of the application, awarding, and management

of the grant programs. CalRecycle's procedures for administering payment and grant programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment and grant program.

CalRecycle is administering a one-time grant program meant to aid in the implementation of SB 1383 adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016. With the goal of reducing short-lived climate pollutants, SB 1383 mandates statewide reduction of organic waste disposal by 75% by 2025 and the increase in statewide edible food recovery by 20% by 2025 through a series of actions including but not limited to organics collection programs and enforcement, education and outreach, procurement of organic recycled products, and edible food recovery. This non-competitive grant program will provide up to \$57,000,000 to local jurisdictions to assist with the implementation of regulation requirements associated with reducing short-lived climate pollutants.

Each city is eligible to receive a minimum of \$20,000 or an amount calculated by CalRecycle, on a per capita basis, whichever is greater. The per capita amount is calculated, based upon the population at the beginning of each calendar year, as stated in the annual City and County Population and Housing Estimates Report submitted to the Governor by the California Department of Finance.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Based on population, the City is eligible to receive \$98,731 in funding. To qualify to receive these funds, the City must propose SB 1383 implementation actions for grant program funding and adopt a resolution of authorization. Implementation actions eligible for funding include:

- Capacity Planning
- Collection
- Edible Food Recovery
- Education and Outreach
- Enforcement and Inspection
- Program Evaluation/Gap Analysis
- Procurement of Organic Recycled Products
- Record Keeping

Application of grant funding toward any of the above activities support the City's effort to achieve compliance with SB 1383 and meet statewide organic waste and edible food recovery mandates. The attached Resolution would authorize this funding request as well as all other requests for CalRecycle grant programs for which Pittsburg is eligible through fiscal year 2026-2027.

ATTACHMENTS: Resolution 22-

Report Prepared By: Sara Bellafronte, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing Submittal of)
Applications for CalRecycle Grant)
And Payment Programs)

RESOLUTION NO. 22-

WHEREAS, Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), authorize the California Department of Resources Recycling and Recovery (CalRecycle) to administer various grant and payment programs in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated, thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs and administration of the application, awarding, and management of the grant programs; and

WHEREAS, CalRecycle's procedures for administering payment and grant programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment and grant program; and

WHEREAS, CalRecycle's SB 1383 Local Assistance Grant Program provides funds to cities and counties for implementation activities that will help meet reduction mandates of organic waste disposal by 75% by 2025 and increase in statewide edible food recovery by 20% by 2025; and

WHEREAS, the City is eligible for up to \$98,731 in SB 1383 Local Assistance Grant Program funds; and

WHEREAS, it is the City Council's desire and direction that staff apply for SB 1383 Local Assistance Grant Program funds and other eligible CalRecycle grant and funding programs as needed through fiscal year 2026-2027.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the submittal of applications for any and all CalRecycle grants and payment programs for which the City is eligible between fiscal year 2021-2022 and fiscal year 2026-2027, and authorizes the City Manager or his designee to execute all necessary forms for the purposes of securing payments and to implement and carry out the purposes of any and all of CalRecycle grants and payment programs, and provide information regarding the grants and payment programs to CalRecycle upon request, and authorizes the Director of Finance to receive all awarded CalRecycle grant or funding program funds and to establish in separate accounts for the purpose of administering each program.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Approve and Allocate Funds for Project 5009, Water Treatment Plant Reservoir Control Panel & Programmable Logic Controllers Replacement Project

MEETING DATE: February 7, 2022

EXECUTIVE SUMMARY

A majority of the control system components currently installed at the City's Water Treatment Plant (WTP) are obsolete and no longer supported. This project will replace the outdated programmable logic controllers (PLC), modules, and communication networks to the raw water and high-level pump stations, treated water reservoirs, electrical room, and filter control consoles. If authorized, the resolution will approve Project 5009, Water Treatment Plant Reservoir Control Panel & PLC Replacement Project (the "Project") and allocate funds.

FISCAL IMPACT

This resolution will allocate \$450,000 from Water Operations Fund (Fund 501) unallocated fund balance to complete the design and construction of the Project.

Project Budget Summary attached.

RECOMMENDATION

City Council adopt the attached resolution approving the Project and allocating \$450,000 from the Water Operations Fund.

BACKGROUND

The City installed the central process controller at the WTP in 2012. The specific type of controller is a General Electric Series 90-30 Programmable Logic Controllers (PLC). The official end of life for the 90-30 PLC series was in December 2017.

The City last installed control panel modules at the WTP in 1989. The specific type of modules are Genius 1/0 system. The modules are interconnected to the 90-30 PLC that communicates status and control information over a network using a proprietary protocol. The 32-year-old outdated Genius control panel modules are still in place at the following locations:

Main Control Panel
Raw Water Pump Station
Main Switchgear Electric Room
Filter Control Consoles
Treated Water Reservoirs
High-Level Booster Pump Station

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Technical support for the Genius product line for parts is available through 2022, but new modules are no longer sold and replacement parts are becoming increasingly difficult to obtain. Two major hardware components require replacing. The first is the programmable logic controllers, which are no longer supported, and the second is the Genius control panel modules. Staff expects the Project design to be complete by July 2022, with construction starting in the Fall of 2022. This Project is necessary to maintain Supervisory Control and Data Acquisition (SCADA) communications with the raw water and high-level pump stations, treated water reservoirs, the electrical room, and the filter control consoles.

The total cost for the Project, including design, construction, and construction management, is \$450,000. If authorized, the resolution will approve the Project and allocate funds.

ATTACHMENTS: Resolution
 Project Budget Summary

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approve and Allocate Funds for)
Project 5009, Water Treatment Plant)
Reservoir Control Panel and PLC)
Replacement Project)

RESOLUTION NO. 22-

WHEREAS, Project 5009, Water Treatment Plant Reservoir Control Panel and Programmable Logic Controllers Replacement Project (the "Project") will replace the outdated programmable logic controllers (PLC), modules and communication networks to the raw water and high-level pump stations, treated water reservoirs, electrical room, and the filter control consoles.; and,

WHEREAS, staff estimates the total project cost will be \$450,000; and

WHEREAS, the main process controllers at the Water Treatment Plant were installed in 2012, and the official end of life for them was in December 2017; and

WHEREAS, technical support for that product line is available through 2022, but new modules are no longer sold and replacement parts are becoming increasingly difficult to obtain; and

WHEREAS, the Project is necessary to maintain Supervisory Control and Data Acquisition communication with the raw water and high-level pump stations, treated water reservoirs, the electrical room, and the filter control consoles; and

WHEREAS, a summary of anticipated projected expenditures for design, construction and staff time is included in the attached Staff Report.

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

1. Approve Project, 5009, Water Treatment Plant Reservoir Control Panel and PLC Replacement Project and allocate use of \$450,000 from unallocated fund balance within Water Operations Fund (Fund 501) for design and construction of the Project.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Project 5009, Water Treatment Plant Reservoir Control Panel & PLC Repl

Project Funding

Water Operations Funds	
	Funding Total

Project Expenditures:

Design: (Code 2122)	Consultant Design
	Subtotal

Miscellaneous: (Code 1399)	Advertising Reproduction Postage
	Subtotal

Construction: (Code 2281)	Construction Construction Contingency
	Subtotal

Staff Time: (Code 1101)	Staff Costs During Design Management Staff Costs During Construction Management
	Subtotal

Admin: (Code 2372)	Overhead Costs During Design Management Overhead Costs During Construction Manager
	Subtotal

Capital Equipment (Code 3005)	Equipment
	Subtotal

Estimated Total Expenditures

lacement Proj

\$450,000
\$450,000

\$80,000
\$80,000

\$700
\$200
\$100
\$1,000

\$225,000
\$20,000
\$245,000

\$7,500
\$12,000
\$19,500

\$7,500
\$12,000
\$19,500

\$85,000
\$85,000

\$450,000



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of City Council Resolution Declaring that Certain City-Owned Real Property Located at or in the Vicinity of the Former Delta View Golf Course, Pittsburg, California, as Exempt Surplus Land Under California Government Code Section 54234(a)(1), and Adopting a Notice of Exemption Regarding Same

MEETING DATE: February 7, 2022

EXECUTIVE SUMMARY

This item includes consideration by the City Council of a resolution declaring real property within the boundary of the former Delta View Golf Course currently subject to an exclusive negotiating rights agreement and option agreement exempt from certain requirements of the Surplus Lands Act. Adoption of the resolution and declaration of the subject property as exempt surplus lands will not entitle any development within the City, nor would it constitute a commitment by the City and/or Pittsburg Power Company to approve any California Environmental Quality Act (CEQA) documentation, entitlements, or other agreements.

FISCAL IMPACT

There is no fiscal impact related to the adoption of the resolution and declaration of the subject properties as exempt surplus lands.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution declaring certain City-owned real property as exempt surplus land under California Government Code Section 54234(a)(1) and adopting a Notice of Exemption.

BACKGROUND

On August 1, 2017, the City and Pittsburg Power Company (PPC) entered into an exclusive negotiating rights agreement (ENRA) obligating the City and PPC to negotiate exclusively with Energy Delivery Solutions (EDS) regarding property totaling approximately 101.7 acres at the former Delta View Golf Course for development of a technology park, including the development of one or more data centers.

On June 5, 2018, the City and Energy Delivery Solutions LLC (“EDS”), entered into an Option Agreement to transfer and sell the Property to EDS. Pursuant to Section 1 of the Option Agreement, the City granted an exclusive option to EDS to purchase the Property, with a five-year term to exercise the option. On October 8, 2019, the City and EDS amended the Option Agreement, to extend the period for exercising the option through June 4, 2028.

On July 31, 2019, the ENRA term was extended to July 31, 2020. On October 7, 2019, the City Council and PPC adopted resolutions approving the Second Amendment to the ENRA, extending the agreement through July 31, 2021, upon execution. On December 21, 2020 the City Council adopted a resolution extending the agreement to July 31, 2022 upon execution to July 31, 2024 upon the submittal of a Final Environmental Impact Report (EIR) by EDS; and to July 31, 2029, should EDS either: 1) spends at least One Million Dollars (\$1,000,000.00) in construction costs for the technology park Project at the Option Properties; or 2) enters into a binding contract with a counterparty for the acquisition of one or more Option Properties.

Environmental: Designation of this property as surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of the resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. If and when the Property is sold to a purchaser and that purchaser proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Pursuant to Section 54234(a)(1) of the Surplus Land Act, and the California Department of Housing and Community Development’s Surplus Land Act Guidelines, if a local agency, as of September 30, 2019, has entered into a legally binding agreement to dispose of property, and the disposition of the property is completed by December 31, 2022, the local agency is exempt from Articles II and III of the Surplus Land Act Guidelines. As described above, the Property was subject to a legally binding agreement for its disposal prior to this date, as the City (as well as PPC) entered into an ENRA on August 1, 2017, as well as an Option Agreement as of June 5, 2018.

Adoption of the proposed resolution and declaration of the subject property as exempt surplus lands will not entitle any development within the City, nor would it constitute a commitment by the City and/or PPC to approve any California Environmental Quality Act (CEQA) documentation, entitlements, or other agreements. Staff would file a notice of exemption specifically regarding the declaration of the property as exempt surplus land, and would provide a copy of the adopted resolution to HCD.

ATTACHMENT: Resolution

Report Prepared By: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Declaring that Certain City-Owned) RESOLUTION NO. 22-_____
Real Property Located at or in the)
Vicinity of the Former Delta View Golf)
Course, Pittsburg, California, as)
Exempt Surplus Land Under)
California Government Code Section)
54234(a)(1), and Adopting a Notice)
of Exemption Regarding Same)

WHEREAS, the City of Pittsburg is the owner in fee simple of six adjacent parcels of real property at or in the vicinity of the Delta View Golf Course in Pittsburg, California. The parcels total approximately 101.70 acres, and hold the following Assessor's Parcel Numbers: 095-150-032, 094-080-011, 095-160-001, 095-160-002, 094-090-001, 094-080-002 ("Property"); and

WHEREAS, on or about June 5, 2018, the City and Energy Delivery Solutions LLC ("EDS"), entered into an Option Agreement to transfer and sell the Property to EDS; and

WHEREAS, pursuant to Section 1 of the Option Agreement, the City granted an exclusive option to EDS to purchase the Property, with a five-year term to exercise the option; and

WHEREAS, on or about October 8, 2019, the City and EDS amended the Option Agreement, to extend the period for exercising the option through June 4, 2028; and

WHEREAS, pursuant to Section 54234(a)(1) of the Surplus Land Act, and the California Department of Housing and Community Development's Surplus Land Act Guidelines, if a local agency, as of September 30, 2019, has entered into a legally binding agreement to dispose of property, and the disposition of the property is completed by December 31, 2022, the local agency is exempt from Articles II and III of the Surplus Land Act Guidelines; and

WHEREAS, the Property was subject to a legally binding agreement for its disposal prior to September 30, 2019, and the City desires to complete the disposition of the Property to EDS's successor in interest prior to December 31, 2022.

NOW THEREFORE BE IT RESOLVED that the City Council hereby finds that the Property was subject to a legally binding agreement Option Agreement for the disposal of the Property effective June 5, 2018, and the disposition of the Property will be completed prior to December 31, 2022. Based on the foregoing, the City Council hereby declares the Property exempt surplus land pursuant to Government Code Section 54234(a)(1).

BE IT FURTHER RESOVED that this Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). The City Council has determined that the designation of this property as surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. If and when the Property is sold to a purchaser and that purchaser proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.

BE IT FURTHER RESOLVED that City Staff is hereby directed to file a copy of this Resolution with the California Department of Housing and Community Development, as required by the Surplus Land Act Guidelines.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Approve Amendment Three to the Contract for Janitorial Services with Impec Group

MEETING DATE: February 7, 2022

EXECUTIVE SUMMARY

The existing Janitorial Services Agreement with Impec Group, Inc. (Impec) expires on February 28, 2022. If approved, the resolution authorizes an amendment that will extend the existing agreement for two years with a slight increase in compensation for wages, benefits, and supply costs.

FISCAL IMPACT

The Janitorial Services contract with Impec is funded in the City's Fiscal Year 2021-22 Operating Budget for Buildings Maintenance Operations. No new funds are requested.

RECOMMENDATION

City Council adopt the attached Resolution to approve Amendment Three to the Janitorial Services Agreement with Impec extending the term of the agreement two years at an increased compensation of \$142,509 per year; and authorize the City Manager to approve services not to exceed \$12,500 annually for unforeseen or additional Janitorial Services.

BACKGROUND

The City seeks proposals for Janitorial Services every two or three years to ensure costs are competitive and quality of service meet expectations. The Request for Proposals process includes a required pre-proposal meeting where vendors tour and inspect all public and employee areas of City-maintained buildings in order to review the full scope and standards required of proposals submitted to the City for review.

In 2018, Impec was selected through this competitive process, which included comparison of several factors, including price and professional references.

On March 1, 2018, the City and Impec Inc. entered into an annual agreement for Janitorial Services for four City buildings (City Hall, Library, Senior Center and Housing Authority) for a period one year, with a potential for a two-year extension. At the time, the amount of the contract was within the City Manager's signature authority, as delegated by the City Council.

On March 18, 2019, the City Council approved Resolution 19-13605 to approve an amendment (Amendment One) to the Agreement with Impec Group to extend the term for a period of two years. The expiration of the term of the contract is February 28, 2021.

Since March 17, 2020, health and safety restrictions in place due to the COVID-19 pandemic have closed public areas of several City buildings, such as City Hall, Library and Senior Center, and access to employee areas are strictly limited in order to maintain social distancing and reduce the risk of infection. A tour by potential vendors to all public and staff areas as part of the Request for Proposals process violated restrictions.

Staff had anticipated COVID-19 restrictions to be revised or lifted prior to the contract expiration date, however due to the recent spike in COVID cases including illness among City employees, staff recommends approval of a two-year extension of the current agreement with a slight increase in cost for wages, benefits and supplies, for a new expiration date of February 28, 2024.

Staff anticipates COVID-19 restrictions will be revised or lifted prior to this expiration date, and expects to issue a Request for Proposal (RFP) to janitorial vendors in the area to solicit new proposals, review and return to the City Council for consideration of a new janitorial contract for 2024.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff is seeking to amend the existing Contract for Janitorial Services by extending the service term by two years with a slight increase in the annual compensation due to supply cost, wage and benefit increases. Due to the current COVID-19 pandemic health and safety standards, staff recommends the continuation of the Contract for Janitorial Services with Impec for two years.

A table detailing the annual cost for the Janitorial Services Contract is below.

Year	Amount
2018	\$ 129,748.87
2019	\$ 129,748.87
2020	\$ 129,748.87
2021	\$ 129,748.87
2022	\$ 142,509.00
2023	\$ 142,509.00
Total	\$ 804,013.48

ATTACHMENTS: Resolution
 Amendment Three to Contract
 Amendment One & Two to Contract
 Approved Original Contract
 Explanation of Increased costs from IMPEC

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing Execution of the Third)
Amendment to the Contract for)
Janitorial Services with Impec Group)

RESOLUTION NO. 22-

WHEREAS, the Public Works Department is responsible for the care and maintenance of all City buildings; and

WHEREAS, the City entered into a Contract for Janitorial Services with Impec Group (Impec), on March 1, 2018; and

WHEREAS, on March 18, 2019, the City and Impec entered into the First Amendment to Agreement for Janitorial Services to extend the term of the Agreement for a period of two years, through February 28, 2021; and

WHEREAS, on February 1, 2021, the City Council authorized execution of the Second Amendment to extend the duration of the contract for one year at the same rate of compensation due to the Covid-19 pandemic, in particular the risk of transmission during tours for potential vendors as part of a new Request for Proposals; and

WHEREAS, due to the recent spike in Covid cases including illness among City staff, City seeks, and Impec has agreed, to extend the contract by two years at the increased rate of compensation of \$142,509 per year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes execution of the Third Amendment to the Contract for Janitorial Services with Impec.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**THIRD AMENDMENT TO THE CONTRACT FOR JANITORIAL SERVICES
BETWEEN THE CITY OF PITTSBURG AND IMPEC GROUP**

This Third Amendment to the CONTRACT for Janitorial SERVICES ("Third Amendment") is made on this 1st day of March, 2022, ("Third Amendment Effective Date") by and between the City of Pittsburgh ("City") and IMPEC Group ("Service Provider") (together referred to as the "Parties"), with respect to the matters hereinafter stated.

RECITALS

WHEREAS, on March 1, 2018, the City and the Service Provider entered into a Contract for Janitorial Services in the amount of \$129,748.87, for a period of one year; and

WHEREAS, on March 18, 2019, the City and the Service Provider entered into the First Amendment to Agreement for Janitorial Services ("First Amendment") in the amount of \$389,246.61, for a period of two years, by which the term of the Agreement was extended through February 28, 2021 and

WHEREAS, on March 1, 2021, the City and the Service Provider entered into the Second Amendment to Agreement for Janitorial Services ("Second Amendment") in the amount of \$129,748.87, for a period of one years, by which the term of the Agreement was extended through February 28, 2022 and

WHEREAS, due to the recent spike in Covid cases including illness among City staff, City seeks, and Impec has agreed, to extend the contract by two years at the increased rate of compensation of \$142,509.00 per year.

NOW THEREFORE, the City and the Service Provider, for the consideration hereinafter named, agree as follows:

1. The recitals to this Third Amendment are by this reference incorporated herein as though set out in full.
2. Paragraph B of Section II, "TIME OF PERFORMANCE", of the Agreement is hereby amended to read as follows:
 - B. The Agreement shall expire February 28, 2024.
3. Paragraph A of Section III, "COMPENSATION", of the Agreement is hereby amended to read as follows:
 - A. "The Service Provider shall be paid for the actual fees, costs, and expenses for all time and materials required and expended, pursuant to the schedule of rates incorporated herein as Exhibit "A" but in no event shall total compensation exceed \$804,013.48 (Eight-hundred four thousand thirteen dollars and forty-eight cents), without approval of the City Manager. The City Manager is authorized to approve an additional \$12,500 annually for additional services or unforeseen costs if required."

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

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

CITY OF PITTSBURG:

By: _____

Garrett Evans, City Manager

Service Provider:

By: 

Name: Richard Peterson
Title: Senior Director of Customer
Solutions

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney

ATTEST:

By: _____

Alice E. Evenson, City Clerk

**FIRST AMENDMENT TO THE CONTRACT FOR JANITORIAL SERVICES
BETWEEN THE CITY OF PITTSBURG AND IMPEC GROUP**

This First Amendment to the **CONTRACT for JANITORIAL SERVICES** ("First Amendment") is made on this 1st day of March, 2019, ("First Amendment Effective Date") by and between the City of Pittsburgh ("City") and Impec Group ("Service Provider") (together referred to as the "Parties"), with respect to the matters hereinafter stated.

RECITALS

WHEREAS, on March 1, 2018, the City and the Service Provider entered into a Contract for Janitorial Services in the amount of \$129,748.87, for a period of one year; and

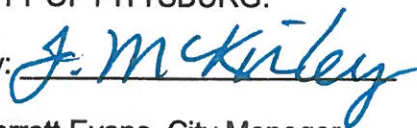
WHEREAS, the City seeks to amend the existing contract to extend an additional two years and revise the total compensation.

NOW THEREFORE, the City and the Service Provider, for the consideration hereinafter named, agree as follows:

1. The recitals to this First Amendment are by this reference incorporated herein as though set out in full.
2. Paragraph B of Section II, "TIME OF PERFORMANCE", of the Agreement is hereby amended to read as follows:
 - B. The Agreement shall expire February 28, 2021 with no extension.
3. Paragraph A of Section III, "COMPENSATION", of the Agreement is hereby amended to read as follows:
 - A. "The Service Provider shall be paid for the actual fees, costs, and expenses for all time and materials required and expended, pursuant to the schedule of rates incorporated herein as Exhibit "A" but in no event shall total compensation exceed \$389,246.61 (Three Hundred Eighty Nine Thousand Two Hundred Forty Six dollars and Sixty One Cents), without approval of the City Manager. The City Manager is authorized to approve an additional \$12,500 annually for additional services or unforeseen costs if required."
4. Exhibit A of the Agreement is hereby amended to add this First Amendment.
5. Except as otherwise expressly amended or modified herein, the terms and conditions of the Agreement shall remain in full force and effect. Should the validity of this First Amendment be called in question in litigation or otherwise and determined to be invalid for any reason, such determination shall in no way affect the validity of the Agreement which shall remain in full force and effect in accordance with its original terms.

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

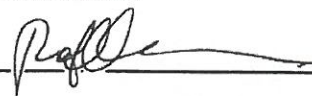
CITY OF PITTSBURG:

By: 

 Garrett Evans, City Manager

Service Provider

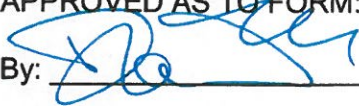
~~CONSULTANT:~~

By: 

Name: Raffy Espiritu

Title: CEO and President

APPROVED AS TO FORM:

By: 

Donna Mooney, City Attorney

ATTEST:

By: 

Alice E. Evenson, City Clerk

**SECOND AMENDMENT TO THE CONTRACT FOR JANITORIAL SERVICES
BETWEEN THE CITY OF PITTSBURG AND IMPEC GROUP**

This Second Amendment to the CONTRACT for Janitorial SERVICES ("Second Amendment") is made on this 1st day of March, 2021, ("Second Amendment Effective Date") by and between the City of Pittsburgh ("City") and IMPEC Group ("Service Provider") (together referred to as the "Parties"), with respect to the matters hereinafter stated.

RECITALS

WHEREAS, on March 1, 2018, the City and the Service Provider entered into a Contract for Janitorial Services in the amount of \$129,748.87, for a period of one year; and

WHEREAS, on March 18, 2019, the City and the Service Provider entered into the First Amendment to Agreement for Janitorial Services ("First Amendment") in the amount of \$389,246.61, for a period of two years, by which the term of the Agreement was extended through February 28, 2021 and

WHEREAS, due to the pandemic and impacts on resources, staff availability and workload, the City postponed a request for proposals and seeks to extend the contract for one year at the same annual cost.

NOW THEREFORE, the City and the Service Provider, for the consideration hereinafter named, agree as follows:

1. The recitals to this Second Amendment are by this reference incorporated herein as though set out in full.
2. Paragraph B of Section II, "TIME OF PERFORMANCE", of the Agreement is hereby amended to read as follows:

B. The Agreement shall expire February 28, 2022.

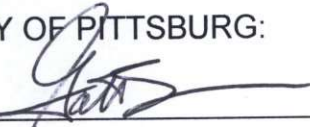
3. Paragraph A of Section III, "COMPENSATION", of the Agreement is hereby amended to read as follows:

A. "The Service Provider shall be paid for the actual fees, costs, and expenses for all time and materials required and expended, pursuant to the schedule of rates incorporated herein as Exhibit "A" but in no event shall total compensation exceed \$518,995.48 (Five hundred eighteen thousand nine hundred ninety-five dollars and forty-eight cents) (), without approval of the City Manager. The City Manager is authorized to approve an additional \$12,500 annually for additional services or unforeseen costs if required."

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

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

CITY OF PITTSBURG:

By: 

Garrett Evans, City Manager

Service Provider:

By: 

Name: Richard Peterson
Title: Senior Director of Customer
Solutions

APPROVED AS TO FORM:

By: 

Donna Mooney, City Attorney

ATTEST:

By: 

Alice E. Evenson, City Clerk

CONTRACT FOR JANITORIAL SERVICES

THIS CONTRACT is made on March 1, 2018, between the City of Pittsburg ("the City"), and Impec Group ("Service Provider").

WITNESSETH:

WHEREAS, the City proposes to contract for Janitorial Services; and

WHEREAS, the Service Provider has presented a proposal for such services to the City, (attached hereto and incorporated herein as Exhibit A) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES:

A. The Service Provider shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Work Program, attached hereto and incorporated herein by this reference as Exhibit "A". This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Service Provider enters into this Contract as an independent contractor and not as an employee of the City. Service Provider shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Service Provider are employees, agents, contractors or subcontractors of Service Provider and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Service Provider by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. Service Provider agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

II. TIME OF PERFORMANCE:

The following time schedule shall be followed:

A. The services of the Service Provider to commence upon execution of this Contract by, and receipt of written notice to proceed from, City, and shall be undertaken

and completed in a prompt and timely manner, in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit "A" .

The following time schedule shall be followed:

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for an additional period not to exceed the lesser of one year or the original term of this Contract, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section III, Compensation.

III. COMPENSATION:

A. The Service Provider shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to the schedule of rates incorporated herein as Exhibit "A" but in no event shall total compensation exceed \$129,748.87 (One Hundred Twenty Nine Thousand Seven Hundred Forty Eight dollars and Eighty Seven cents), without City's prior written approval.

B. Said amount shall be paid upon submittal of a billing in accordance with the Payment Plan incorporated herein as Exhibit "A" showing completion of the tasks that month.

C. If work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract.

IV. TERMINATION:

This Contract may be terminated, without cause, at any time by the City upon thirty (30) days' written notice. Upon receipt of such notice, Service Provider shall cease all work under this Contract. In the event of any such termination, Service Provider shall be compensated as provided for in this Contract. Upon such termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section VII hereof. The obligations of paragraph/section XV of this Contract relating to Service Provider's obligations to defend and indemnify the City shall survive any termination of this Contract.

Notwithstanding any provisions of this Contract, Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Service Provider, and the City may withhold any payments due to Service Provider until such time as the exact amount of damages, if any, due the City from Service Provider is determined.

V. CHANGES:

The City may, from time to time, request changes in the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the amount of Service Provider's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract, or the attached work program.

VI. EXTENSIONS OF TIME:

Service Provider may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached work program.

VII. PROPERTY OF CITY:

It is mutually agreed that all materials prepared by Service Provider under this Contract shall become the property of the City, and Service Provider shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and Service Provider shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and commission as may have been prepared or accumulated to date by Service Provider in performing this Contract which is not Service Provider's privileged information, as defined by law, or Service Provider's personnel information.

VIII. COMPLIANCE WITH LOCAL LAW:

Service Provider shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

IX. WARRANTY:

Service Provider agrees and represents that it is qualified to properly provide the services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Service Provider's profession. Service Provider further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

X. SUBCONTRACTING:

Except as set forth in Exhibit "A" for work to be performed, no other services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Service Provider shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Service Provider.

XI. ASSIGNABILITY:

Service Provider shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Service Provider from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Service Provider shall promptly furnish notice of any assignment or transfer, whether voluntary or involuntary, in writing to the City.

XII. INTEREST IN CONTRACT:

Service Provider covenants that neither it, nor any of its employees, agents, contractors, and subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Service Provider shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Service Provider's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Service Provider also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Service Provider in writing that Service Provider's duties under this agreement warrant greater disclosure by Service Provider than was originally contemplated. Service Provider shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

XIII. CONFIDENTIAL MATERIALS:

All of the materials prepared or assembled by Service Provider pursuant to performance of this Contract are confidential and Service Provider agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

XIV. LIABILITY OF SERVICE PROVIDER-NEGLIGENCE:

Service Provider shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the Service Provider's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Service Provider or its employees, agents, contractors or subcontractors.

XV. INDEMNITY AND LITIGATION COSTS:

Service Provider shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Service Provider's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City.

XVI. SERVICE PROVIDER TO PROVIDE INSURANCE:

A. Service Provider shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of

the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

B. Prior to execution of this agreement and prior to commencement of any work, the Service Provider shall furnish the City with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. At the City's discretion, the City may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. If the City requests, the Service Provider will furnish one copy of each required policy to the City, and additional copies if requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Service Provider.

~~C.~~ In the case of the professional liability insurance required by this Section, the Service Provider's insurer will provide a complete, certified copy of the policy if so requested by the City.

D. In addition to any other remedy the City may have, if Service Provider fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Service Provider under this Contract.

E. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. Any deductibles must be declared to, and approved by, the City.

G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Service Provider are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Service Provider under the Contract.

H. The Service Provider and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Service Provider and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Service Provider or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

1. Workers' Compensation and Employer's Liability Insurance.

a. Workers' Compensation - Insurance to protect the Service Provider, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance

with all applicable state and federal statutes and regulations. The Service Provider shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Claims Against City - If an injury occurs to any employee of the Service Provider for which the employee or his/her dependents, in the event of his/her death, may be entitled to compensation from the City under the provisions of said Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Service Provider under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Service Provider.

2. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 or more per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the City and each of its officers, officials, employees, agents, and volunteers, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Service Provider; premises owned, occupied or used by the Service Provider; or automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

b. Provision or endorsement stating that for any claims related to this project, the Service Provider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers to the extent the City is an additional insured. Any insurance or self insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be in excess of the Service Provider's insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

d. Provision or endorsement stating that the Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Service

Provider under the Contract, including, without limitation, that set forth in Section XV, Indemnity and Litigation Costs.

3. Professional Liability.

The Service Provider and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 or more per claim.

XVII. MISCELLANEOUS PROVISIONS:

A. The Service Provider shall designate a project manager who at all times shall represent the Service Provider before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Service Provider, or replaced with the written approval of the City, which approval shall not be unreasonably withheld.

B. The Service Provider shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

C. Service Provider shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

D. The Service Provider shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Service Provider.

E. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

F. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: Hilario J. Mata, Asst. Director of Public Works

Service Provider:

Impec Group
3350 Scott Blvd, Building #8
Santa Clara, CA 95054

G. This Contract shall be interpreted and governed by the laws of the State of California.

H. Any action arising out of this Contract shall be brought in Contra Costa County, California, regardless of where else venue may lie.

I. In any action brought by either party to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees.

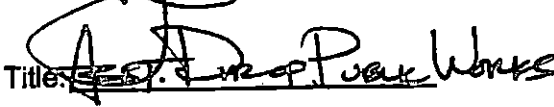
Executed the day and year first above written, by the parties as follows.

CITY OF PITTSBURG

SERVICE PROVIDER

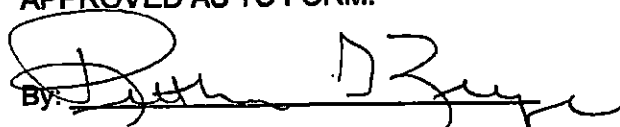
By: 

By: Raffy Espiritu 

Title:  Asst. Dir. of Public Works

Title: CEO and President

APPROVED AS TO FORM:

By: 

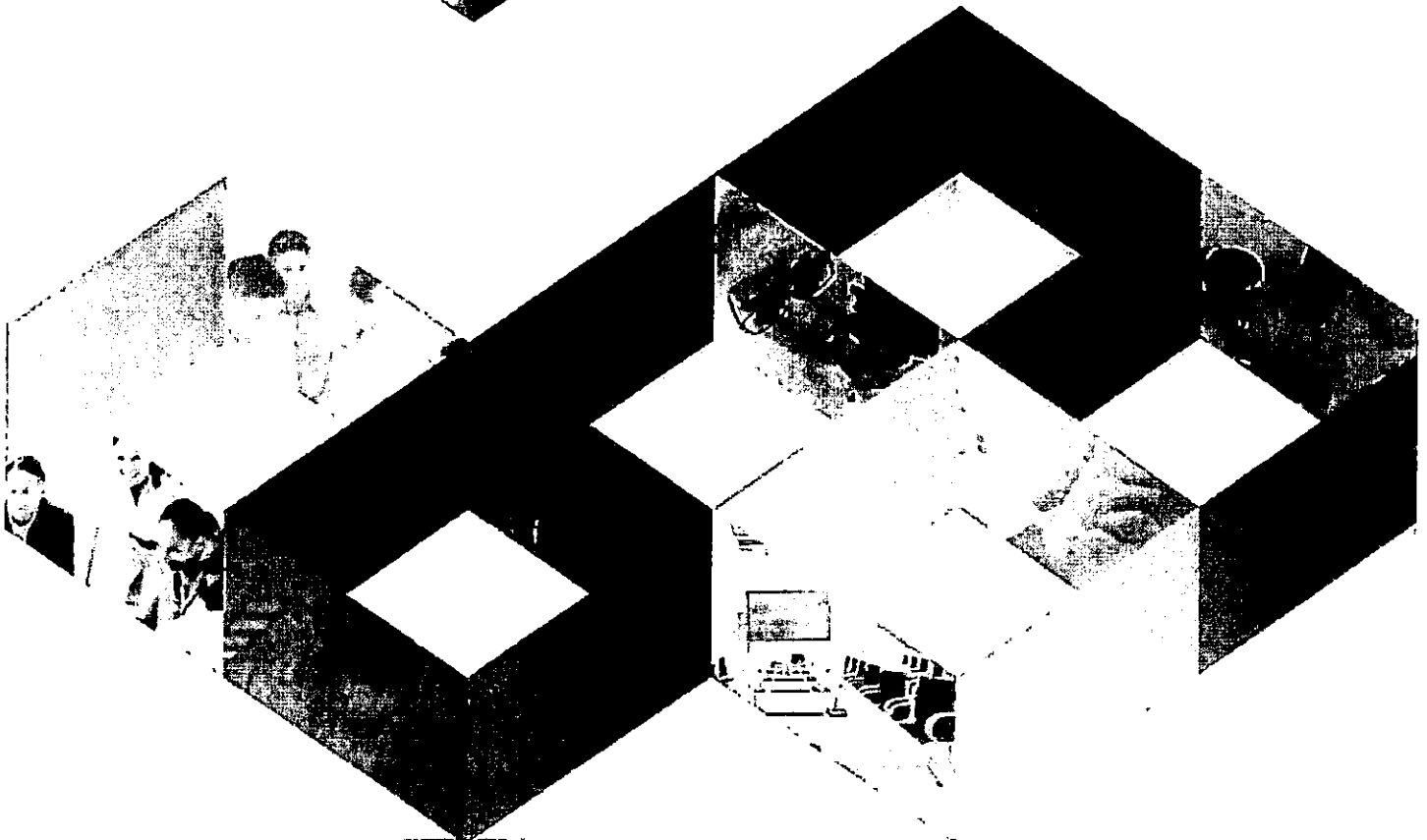
Title: City Attorney

ATTEST:

By: 

Title: City Clerk

EXHIBIT A



PROPOSAL **Janitorial Service for City of Pittsburg** **January 29, 2018**

Impec Group
3350 Scott Blvd.
Bldg. 8
Santa Clara, CA 95054

Tel: 408-330-9350
Fax: 408-330-9356
www.impecgroup.com

Sunny Tian, Contract Administrator
408-330-9350,
stian@impecgroup.com

Client's Contact Information

Name of Contact:	Bryan Ballardo bballardo@ci.pittsburg.ca.us City of Pittsburg, Public Works Dept. 65 Civic Avenue Pittsburg, CA 94565
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Impec Group
3350 Scott Blvd. Santa Clara, CA 95054
P: 408-330-9350
F: 408-330-9356
E: info@impecgroup.com

Cover Letter

Dear Bryan,

Impec Group is pleased to submit this proposal for custodial services for the City of Pittsburg.

Being the incumbent, we affirm our continued commitment to provide high quality professional services to the City.

Please take note that with the increased cost of living and cost of labor, benefits, supplies and overhead support, we will upgrade the wages of the employees to keep them motivated in staying in this account.

Our Account Manager for this account will continue to be Joe Cigolini, while our contract Administrator will be Sunny Tian.

We are prepared any questions or concerns that you may have about this proposal.

I affirm that we have read, understood and will comply with all the terms and conditions set forth in these contract documents.

I am signatory to this proposal as CEO and President of Impec Group and my full contact information is found below.

Sincerely,



Raffy Espiritu

CEO and President of Impec Group

3350 Scott Blvd Bldg. 8, Santa Clara, CA 95054

Email: respirtu@impecgroup.com

Phone: 408-330-9350

Fax: 408-330-9356

II. Executive Summary

Our commitment to quality supported by 27 years of experience servicing the custodial needs of multiple Cities in the South Bay and the county of Contra Costa, we have the technical and proven record of performance that makes Impec Group a perfect for the City of Pittsburg.

With over 300 employees under our direct payroll and the solid financial foundation of Impec Group, we have adequate resources, equipment and ability to service the needs of the City.

A. Company Qualifications

Impec Group is a full-service city services firm with a solid track record of providing janitorial services to government and the private sector spanning 27 years. We employ 300 direct employees servicing our accounts in the Greater Bay Area and surrounding jurisdictions. We are located at the heart of Silicon Valley with HQ in Santa Clara with a building that we own. We have site managers in major accounts that we have in ServiceNow, Atlassian, Fujitsu, the City of Walnut Creek, Mills College in Oakland, BART Rapid Transit in Oakland and San Francisco, City of Pittsburg, City of Cupertino and the City of Santa Cruz. In all of these sites, our team has delivered similar superior services. We will self-perform all the services and will not be using any subcontractor.

Impec Group is a green certified company.

Our company culture is summarized below:

- *Customer centric*: act in clients' best interest
- *Performance driven*: act with quality and efficiency in mind
- *Team focused*: act as one
- *Effective communication*: act quickly and communicate clearly
- *Pro-active*: act decisively without waiting to be told per agreed upon procedures

Impec's philosophy on account management is to treat our clients as an active partnership and to provide "the three I's":

- *Integration*: provide integrated solutions to streamline operations and enhance efficiency.
- *Innovation*: create innovative solutions to build environment needs.
- *Integrity*: provide everything possible to maintain 100% customer satisfaction.

B. Financial Qualifications

Impec Group has been in business for 27 years with a very solid financial position. We have an excellent record as reported through Dun and Bradstreet.

C. Technical Ability and Specialized Expertise

Having services multiple City contracts as shown above, Impec Group has the expertise in managing City contracts. Every City that we have serviced is a reference account and we urge the City to contact each one of them for validation of this claim.

D. Experience

Impec Group has strong presence in comparable contract work with similar scope. The following accounts are listed for reference.

- City of Walnut Creek
- City of Cupertino
- City of Santa Cruz
- City of Los Altos
- Town of Moraga
- BART Rapid Transport

With our more than two decades of experience servicing similar contracts, we are more than capable of meeting the city's schedule, SOW and other requested services.

E. Impec's Advantage

Experience matters when servicing an Account like the City of Pittsburg. City buildings are different from typical corporate facilities. Impec Group has extensive experience and proven track record in this regard as you can see in the number of City Contracts that we currently manage.

We have adequate resources and capable operations people that can ensure continuous performance of work and adequate provision of equipment and supplies to be able to maintain high quality services for the City.

Added value to the City will be our ability to support other needs of the City in the areas of Project Management and FM Software solutions.

F. Insurance

Impec Group will comply with the insurance requirements of City of Pittsburg.

III. Janitorial Team

Impec Group is the current incumbent service provider. Impec aims to find qualified employees with professional knowledge, skill sets and experience for City of Pittsburg. All employees assigned to this account have been through background check and have been cleared. Please refer to the list below for their experience.

- Laura Ortiz. She been with Impec since 2012. She is a hard worker, very responsible and takes care of the City Hall, City side, Library and Com Housing.
- Victoria Saucedo. With Impec since 2016. She takes care of City Hall, PD side and also, she covers the weekend schedule.
- Jaime Pahlua. Jaime has been working for Impec since 2014. He started in the City of Walnut Creek and then transferred to the City of Pittsburg in 2017. Very responsible and proactive.
- Guadalupe Pahlua. She has been working with Impec since 2014, starting in Walnut Creek, then she was transferred to Pittsburg in 2017. She has a lot of experience working in City buildings. Very responsible and trustworthy.

In the case of emergency, please contact **Joe Cigolini**, the account manager assigned to this account. Impec is capable of deploying an Emergency Support Team for any emergency. 24 hours a day, 7 days a week.

- Joe has over 30 years of Account and Operations Management experience in the building maintenance industry.
- Joe graduated with AB Philosophy. Joe has a passion for high quality work and customer relations. He has demonstrated an excellent track record in exceeding clients' expectations.
- Joe oversees the custodial and utility teams. He will be responsible for account management of this Program for the City.
- Joe manages and trains all site supervisors and site support, making sure they have the appropriate labor, materials, and equipment to accomplish their facility's cleaning goals.
- Joe reports to and works closely with the client's contact to guarantee that customer requests are met quickly and satisfactorily.

IV. Training Curriculum

Our service plan follows a very methodical process that begins with setting into motion the transition plan as soon as the Notice of Award is received. Every member of the team will be provided with training on basic cleaning techniques (cleaning procedures and equipment use), quality control, communications, safety and security. In addition, employees undergo yearlong training covering different topics, where a clear set of tasks to be fully discussed with them. Checklists and detailed schedules will be developed and clearly explained to everyone.

The SOW of work developed by the city will be adhered to religiously. The operations team composed of the Account Manager and the Site Supervisor will be responsible for the faithful compliance with the scope of work. Working relationships with our city contacts shall be clearly established and strengthened so that the client is well served in a very pro-active way.

A. Initial Training

All employees go through a strict training which includes safety training process prior to the work start which covers the following topics:

- Basic Custodial Service Skills
- Safety Training
- Waste Management Basics
- Green Cleaning
- Skills for Specialized Assignments
- Continuous Improvement Process
- Continuous Improvement Tools
- Problem Solving Techniques
- Checklists/Event log
- Corrective/Preventive Action (CPA) Matrix
- Quality Improvement Work Team Dynamic



- Introduction to ISO 9000 Quality Assurance Goals

B. Ongoing Safety Training

Monthly safety training will be scheduled to strengthen our service process. We will track the potential safety hazard embedded in the daily SOW, and make sure our on-site team has enough exposure on how to operate in the safest method. Impec is very proud of our excellent safety record with a mod rate of 75 which is better than the industry average.

Safety training program will be introduced in details in Section VII.

C. Background Check and Security

On security, we will facilitate our employees to pass security clearance; including completing the paperwork, recording fingerprints, and attending the city's orientations if there are any. Our employees will be directed to wear identification badges at work. We will also conduct training on after-hour entrance and checking out protocol. All employees are to carry a professional, well-groomed appearance when working at city's sites. We will provide our employees with uniforms and Identification Badges for easier identification and increased security.

D. Emergency service and contingency plan

Impec will provide open communication 24/7 with City of Pittsburgh in case of emergencies. Trained and experienced staffs at Impec compose an Emergency Support Team, and they are on-call to give quick response to unexpected situations. The team makes sure that cleaning supplies are kept at an adequate level and always available for emergencies. In the case of contingency, back up personnel who has enough exposure of the City sites through the entire training program will fill in the positions to cover the SOW in good quality.

V. Quality Assurance program

A. Understanding the SOW and purpose of RFP

We have read and understood fully the scope and purpose of services as described by City of Pittsburgh in the RFP shared with Impec Group and the site visits that were made by the Impec Team. We also affirm that we have understood the high emphasis on team work and good work ethic of everyone who become part of the city team in addition to the high-quality assurance standards that need to guide the Program.

B. Regular Inspection and Reporting

Our team will perform regular QA inspections to ensure faithful compliance with the scope of work and submit regular and on-going reports to city contacts. We will initiate a Quarterly Performance Assessment and Review of Services to highlight progress of work and areas of improvement as may be identified.

We will conduct regular inspections to ensure compliance with scope and safety procedure and policies. We will coordinate such inspections with our city contacts extending an open invitation for them to join the inspections as they deem desirable. Checklists will be used in documenting issues while noting areas for improvement. Corrective action will be monitored in order to avoid any recurring issue.

C. Communication System

Impec will provide open communication 24/7 with city contacts in case of emergencies. Trained and experienced staffs at Impec compose an Emergency Support Team who will be on-call to give quick response to unexpected situations. In the case of contingency, back up personnel who have enough exposure of the cities' facilities will fill in the positions to cover the SOW as to be expected.

D. Contract Administration

Our Contract Admin will oversee any movement in the contract avoiding any surprises. We will be as transparent as possible in managing the contract. A close relationship with the City Accounts Payable will be established so invoices and terms of payment are managed in the most professional and efficient manner.

E. Quality Control

As discussed above, our operation is heavy on quality control with emphasis on compliance with the scope of work and unique expectations of our clients.

VI. Unacceptable Performance

We have read and understood the provisions of the RFP regarding unacceptable performance. We will fully comply with these provisions.

VII. Safety Program

Impec Group has a designated Safety Coordinator for every account. Monthly safety training sessions will be scheduled based on SOW and clients' special requirements. The purpose of these training sessions is to make sure our on-site team has enough exposure on how to operate in the safest and most efficient method. Each session takes approximately an hour.

Here is an example of the topics covered and their schedule.

MONTH	TOPIC COVERED
1	Quality Assurance Goals
2	Personal Protective Equipment
3	Back Safety/Proper Lifting
4	Slip and Fall Prevention
5	Safety Work Rules
6	Injury Reporting
7	Blood borne Pathogens
8	Emergency Evacuation
9	Hazard Communications
10	Fire Prevention
11	Asbestos Awareness

Impec is committed to registered as Certified Green Business. Impec will be using consumables with high recycled content and manufactured using environmentally safe processes. Impec supports LEED standards and procedures and the District's Sustainable Corporate Program and its Environmentally Preferable Purchasing Policy.

A summary list of the cleaning products is found below.

PRODUCT	MANUFACTURER	GREEN CERTIFIED
Glass cleaner	SealedAir Diversey Care	Yes
General purpose cleaner	SealedAir Diversey Care	Yes
Bath room cleaner	SealedAir Diversey Care	Yes
Mopping solution	SealedAir Diversey Care	Yes
Stripping solution	Surtec	Yes
Floor finish	Surtec	Yes
Carpet cleaner	Ecolab	Yes

VIII. Appendix

APPENDIX A

CITY OF PITTSBURG APPROVED JANITORIAL CLEANING & FLOORCARE PRODUCTS

The Contractor will supply and use ONLY the approved GREEN cleaning and floor care products as listed. Any other products used must receive prior approval of a Public Works Supervisor or the Superintendent and be accompanied by a Material Safety Data Sheet (MSDS). The Contractor shall provide Material Safety Data Sheets for all products used, including those listed below in the performance of janitorial tasks. Contractor must use recycle paper products.

Manufacturer	Product Description
Crown	Multi-Fold Paper Towels, #24005
Scott or Preference	Multi-Fold Paper Towels, #0180460
Scott or Preference	Toilet Tissue, #0446030 (2-Ply, 5 Sheets)
Vendor Choice	Liners, 36X58, (Black) 1.5 MIL
Vendor Choice	Liners, 24X23, (Black) .4 MIL
Vendor Choice	Liners, 33X39, (Black) 1.5 MIL
Claire	Stainless Steel Cleaner (Elevator & Council Chambers)

APPENDIX B

PROFESSIONAL REFERENCES FOUR (4) REQUIRED

Proposals must include present and past janitorial service contracts performed within the last five (5) years indicating contract status. This information may include contracts that were cancelled, terminated, or not extended. A minimum of three (3) selected organizations will be contacted and/or visited to determine the quality of work performed and personnel assigned to contract. **Failure to provide an accurate work history will result in the rejection of the Proposer's bid.**

Company Name:	City of Walnut Creek	# of employees:	
Year service started:	2013	Year service ended:	Ongoing
# of janitors assigned:	17	# of supervisors assigned:	1
Company Contact:	Jeff Jolivet	Phone:	925-943-5821
Address:	511 Lawrence Way	City/State:	Walnut Creek, CA
# of floors:	20+ Facilities	Sq. footage:	300,000+

Company Name:	City of Santa Cruz	# of employees:	
Year service started:	2015	Year service ended:	Ongoing
# of janitors assigned:	12	# of supervisors assigned:	1
Company Contact:	Dan Himan	Phone:	831-420-5574
Address:	1125 River Str	City/State:	Santa Cruz, CA
# of floors:	28+ Facilities	Sq. footage:	300,000+

Company Name:	City of Cupertino	# of employees:	
Year service started:	2011	Year service ended:	Ongoing
# of janitors assigned:	12	# of supervisors assigned:	1
Company Contact:	Ken Tanase	Phone:	408-777-3272
Address:	10555 Mary Ave	City/State:	Cupertino, CA
# of floors:	20+ Facilities	Sq. footage:	300,000+

Company Name:	City of Los Altos	# of employees:	
Year service started:	2017	Year service ended:	Ongoing
# of janitors assigned:	4	# of supervisors assigned:	1
Company Contact:	David Fanucchi	Phone:	651-947-2805
Address:	707 Fremont Ave	City/State:	Los Altos, CA
# of floors:	30+ Facilities	Sq. footage:	200,000+

APPENDIX C

CITY OF PITTSBURG

**CITY HALL/POLICE DEPARTMENT
65 CIVIC AVENUE**

The cleaning and sanitation for the Civic Center (City Hall and Police Department) is housed in one (1) building. This building encompasses approximately 67,068 square feet (City Hall = 45,997 and Police Department = 21,071) and includes first, second and third levels. There are 6 wings, 3 lobbies, 7-lunch/break areas, Council Chambers, gym, police department men's and women's locker rooms, 3 jail cells, and sally port. All numbers are approximate and verification is the responsibility of the contractor.

Carpeted Areas (%)

1st Floor	65%
2nd Floor	90%
3rd Floor	95%

Restrooms (#)

Men	18
Women	18

Restroom (Fixtures)

Toilets	32
Urinals	7
Wash Basins	18

Miscellaneous (#)

Conference Room/Training Rooms	13
Coffee/Copy Rooms	11
Office Suites	44
Workstations	121
Elevators	2
Staircases	3

APPENDIX D

**BID WORKSHEET- COST PROPOSAL
CITY HALL/POLICE DEPARTMENT
65 CIVIC AVENUE
Janitorial Services, RFP #JS13018**

COMPANY NAME: Impec Group Inc.

The failure of the Proposer to complete this Bid Worksheet-Cost Proposal in its entirety as provided will result in the rejection of the entire bid. Any bid received to the contrary will be considered as non-responsive and may be rejected in its entirety. If the Proposer is unable to provide a bid, a checkmark should be affixed as: () NO BID.

LABOR COST

a. Total number of janitorial hours	<u>42</u>	per week
b. Total number of supervision hours	<u>1</u>	per week
c. Janitor hourly rate	<u>17.01</u>	per hour
d. Janitor holiday and overtime rate	<u>25.52</u>	per hour
e. Supervision hourly rate	<u>55.00</u>	per hour
f. Supervisor holiday and overtime rate	<u>82.50</u>	per hour
g. Emergency Callout hourly rate	<u>45.00</u>	per hour
h. Additional Work hourly rate	<u>40.00</u>	per hour

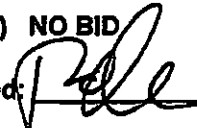
BENEFIT COSTS

i. Vacation (cost per hour)	<u>17.01</u>	per hour
j. Health Care (cost per hour)	<u>1.73</u>	per hour
k. Holidays (cost per hour)	<u>17.01</u>	per hour

SUMMARY

l. Labor based on hourly rates	<u>769.42</u>	per week
m. Incidentals (e.g., workers comp. employee tax, etc.)	<u>293.89</u>	per week
n. TOTAL LABOR COST	<u>1,063.31</u>	per week
o. Supply Cost	<u>282.74</u>	per week
p. TOTAL MONTHLY COST	<u>5,832.90</u>	per month
(Total Labor Cost/week + Supply Cost/week) X (52 weeks) / 12 months		
q. Corporate overhead and Profit	<u>699.95</u>	per month
r. TOTAL MONTHLY BID AMOUNT	<u>6,532.85</u>	per month
s. TOTAL BID AMOUNT FOR 12 MONTHS	<u>78,394.19</u>	per year
t. TOTAL BID AMOUNT FOR 24 MONTHS	<u>159,832.88</u>	(2 years)

() NO BID

Signed:  Title: President & CEO Date: 1/29/2018

NOTE: The City of Pittsburgh will reject any and all bid proposals received without this Bid Worksheet - Cost Proposal.

APPENDIX E

CITY OF PITTSBURG

**LIBRARY
80 POWER AVENUE**

The cleaning and sanitation for the Pittsburg Library is housed in one (1) building. This building encompasses approximately 8,000 square feet separated by the main library and the Community Room. All numbers are approximate and verification is the responsibility of the contractor.

Carpeted Areas (%)

1st Floor 85%

Restrooms (#)

Men	1
Women	1
Unisex	1

Restroom (Fixtures)

Toilets	3
Urinals	1
Wash Basins	3

Miscellaneous (#)

Conference Room/Training Rooms	1
Kitchen Area	1

APPENDIX F

BID WORKSHEET- COST PROPOSAL
LIBRARY
80 POWER AVENUE
Janitorial Services, RFP #JS13018

COMPANY NAME: Impec Group Inc.

The failure of the Proposer to complete this Bid Worksheet-Cost Proposal in its entirety as provided will result in the rejection of the entire bid. Any bid received to the contrary will be considered as non-responsive and may be rejected in its entirety. If the Proposer is unable to provide a bid, a checkmark should be affixed as: () NO BID.

LABOR COST

a. Total number of janitorial hours	<u>13</u>	per week
b. Total number of supervision hours	<u>0.5</u>	per week
c. Janitor hourly rate	<u>17.01</u>	per hour
d. Janitor holiday and overtime rate	<u>25.52</u>	per hour
e. Supervision hourly rate	<u>55.00</u>	per hour
f. Supervisor holiday and overtime rate	<u>82.50</u>	per hour
g. Emergency Callout hourly rate	<u>45.00</u>	per hour
h. Additional Work hourly rate	<u>40.00</u>	per hour

BENEFIT COSTS

i. Vacation (cost per hour)	<u>17.01</u>	per hour
j. Health Care (cost per hour)	<u>1.73</u>	per hour
k. Holidays (cost per hour)	<u>17.01</u>	per hour

SUMMARY

l. Labor based on hourly rates	<u>248.63</u>	per week
m. Incidentals (e.g., workers comp. employee tax, etc.)	<u>73.16</u>	per week
n. TOTAL LABOR COST	<u>321.79</u>	per week
o. Supply Cost	<u>76.80</u>	per week
p. TOTAL MONTHLY COST	<u>1,727.24</u>	per month
(Total Labor Cost/week + Supply Cost/week) X (52 weeks) / 12 months)		
q. Corporate overhead and Profit	<u>207.27</u>	per month
r. TOTAL MONTHLY BID AMOUNT	<u>1,934.50</u>	per month
s. TOTAL BID AMOUNT FOR 12 MONTHS	<u>23,214.04</u>	per year
t. TOTAL BID AMOUNT FOR 24 MONTHS	<u>47,329.62</u>	(2 years)

() NO BID

Signed:  Title: President & CEO Date: 1/29/2018

NOTE: The City of Pittsburgh will reject any and all bid proposals received without this Bid Worksheet - Cost Proposal.

APPENDIX G

**CITY OF PITTSBURG
HOUSING AUTHORITY
(COMMUNITY ACCESS)
916 CUMBERLAND STREET**

The cleaning and sanitation for Housing Authority is housed in one (1) building with one (1) level for approximately (10) employees. This building encompasses approximately 2,900 square feet.

Carpeted Areas (45%)

Other Floor type: Ceramic Tile/VCT (55%) 65%

Restrooms (#)

Unisex 1

Restroom (Fixtures)

Toilets 1
Wash Basins 1

Miscellaneous (#)

Conference Room/Training Rooms 1
Coffee/Copy Rooms 2
Office Suites 4
Workstations 10
Intake Room 2

**BID WORKSHEET- COST PROPOSAL
HOUSING AUTHORITY
(COMMUNITY ACCESS)
916 CUMBERLAND STREET
Janitorial Services, RFP #JS13018**

COMPANY NAME: Impec Group Inc

The failure of the Proposer to complete this Bid Worksheet-Cost Proposal in its entirety as provided will result in the rejection of the entire bid. Any bid received to the contrary will be considered as non-responsive and may be rejected in its entirety. If the Proposer is unable to provide a bid, a checkmark should be affixed as: () NO BID.

LABOR COST

a. Total number of janitorial hours	<u>4</u>	per week
b. Total number of supervision hours	<u>0.5</u>	per week
c. Janitor hourly rate	<u>17.01</u>	per hour
d. Janitor holiday and overtime rate	<u>25.52</u>	per hour
e. Supervision hourly rate	<u>55.00</u>	per hour
f. Supervisor holiday and overtime rate	<u>82.50</u>	per hour
g. Emergency Callout hourly rate	<u>45.00</u>	per hour
h. Additional Work hourly rate	<u>40.00</u>	per hour

BENEFIT COSTS

i. Vacation (cost per hour)	<u>17.01</u>	per hour
j. Health Care (cost per hour)	<u>1.73</u>	per hour
k. Holidays (cost per hour)	<u>17.01</u>	per hour

SUMMARY

l. Labor based on hourly rates	<u>95.54</u>	per week
m. Incidentals (e.g., workers comp. employee tax, etc.)	<u>22.51</u>	per week
n. TOTAL LABOR COST	<u>118.05</u>	per week
o. Supply Cost	<u>23.63</u>	per week
p. TOTAL MONTHLY COST	<u>613.96</u>	per month
(Total Labor Cost/week + Supply Cost/week) X (52 weeks) / 12 months)		
q. Corporate overhead and Profit	<u>73.67</u>	per month
r. TOTAL MONTHLY BID AMOUNT	<u>687.63</u>	per month
s. TOTAL BID AMOUNT FOR 12 MONTHS	<u>8,251.58</u>	per year
t. TOTAL BID AMOUNT FOR 24 MONTHS	<u>16,823.62</u>	(2 years)

() NO-BID

Signed:  Title: President & CEO Date: 1/29/18

NOTE: The City of Pittsburg will reject any and all bid proposals received without this Bid Worksheet - Cost Proposal.

APPENDIX I

CITY OF PITTSBURG

SENIOR CENTER 300 PRESIDIO LANE

The cleaning and sanitation for The Senior Center is housed in one (1) building with one (1) level for approximately (4) employees. This building encompasses approximately 10,500 square feet.

Carpeted Areas (30%)

Other Floor type:	Ceramic Tile/VCT	(25%)
	Tile	(15%)
	Linoleum	(5%)
	Textured Sealed Cement	(5%)
	Manufactured Wood	(20%)

Restrooms (#)

Men	2
Women	2

Restroom (Fixtures)

Toilets	8
Wash Basins	8
Unisex	2

Miscellaneous (#)

Conference Room/Training Rooms	2
Coffee/Copy Rooms	1
Office Suites	2
Workstations	4
Water Fountains	1
Lobby	1
Kitchen	1

BID WORKSHEET- COST PROPOSAL
SENIOR CENTER
300 PRESIDIO LANE
Janitorial Services, RFP #JS13018

COMPANY NAME: Impec Group Inc.

The failure of the Proposer to complete this Bid Worksheet-Cost Proposal in its entirety as provided will result in the rejection of the entire bid. Any bid received to the contrary will be considered as non-responsive and may be rejected in its entirety. If the Proposer is unable to provide a bid, a checkmark should be affixed as: () NO BID.

LABOR COST

a. Total number of janitorial hours	<u>11</u>	per week
b. Total number of supervision hours	<u>0.5</u>	per week
c. Janitor hourly rate	<u>17.01</u>	per hour
d. Janitor holiday and overtime rate	<u>25.52</u>	per hour
e. Supervision hourly rate	<u>55.00</u>	per hour
f. Supervisor holiday and overtime rate	<u>82.50</u>	per hour
g. Emergency Callout hourly rate	<u>45.00</u>	per hour
h. Additional Work hourly rate	<u>40.00</u>	per hour

BENEFIT COSTS

i. Vacation (cost per hour)	<u>17.01</u>	per hour
j. Health Care (cost per hour)	<u>1.73</u>	per hour
k. Holidays (cost per hour)	<u>17.01</u>	per hour

SUMMARY

l. Labor based on hourly rates	<u>214.61</u>	per week
m. Incidentals (e.g., workers comp. employee tax, etc.)	<u>61.91</u>	per week
n. TOTAL LABOR COST	<u>276.52</u>	per week
o. Supply Cost	<u>64.99</u>	per week
p. TOTAL MONTHLY COST (Total Labor Cost/week + Supply Cost/week) X (52 weeks) / 12 months)	<u>1,479.84</u>	per month
q. Corporate overhead and Profit	<u>177.58</u>	per month
r. TOTAL MONTHLY BID AMOUNT	<u>1,657.42</u>	per month
s. TOTAL BID AMOUNT FOR 12 MONTHS	<u>19,889.05</u>	per year
t. TOTAL BID AMOUNT FOR 24 MONTHS	<u>40,550.51</u>	(2 years)

() NO BID

Signed:  Title: President & CEO Date: 1/29/18

NOTE: The City of Pittsburg will reject any and all bid proposals received without this Bid Worksheet - Cost Proposal.

Cost Summary Worksheet

The undersigned, as bidder, declares that the only person or parties interested in this RFP as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work above described, that he/she has examined the plans, terms, and conditions and specifications and is therefore familiar with all requirements; that he/she has examined this form and the provisions incorporated by reference herein; and he/she hereby proposes, and agrees to the contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein for the price as follows (line s. from each worksheet):

TOTAL COST JANITORIAL: (CITY HALL/POLICE DEPARTMENT)

Seventy eight thousand three hundred ninety four dollars and nineteen cents

(Written Bid Amount)

\$ 78,394 .19

(Numerical Amount)

TOTAL COST JANITORIAL: (LIBRARY)

Twenty three thousand two hundred fourteen dollars and four cents

(Written Bid Amount)

\$ 23,214 .04

(Numerical Amount)

TOTAL COST JANITORIAL: (HOUSING AUTHORITY COMMUNITY ACCESS)

Eight thousand two hundred fifty one dollars and fifty eight cents

(Written Bid Amount)

\$ 8,251 .58

(Numerical Amount)

TOTAL COST JANITORIAL: (SENIOR CENTER)

Nineteen thousand eight hundred eighty nine dollars and five cents

(Written Bid Amount)

\$ 19,889 .05

(Numerical Amount)

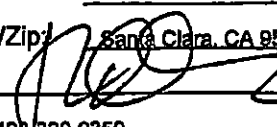
TOTAL BID: (Janitorial)

\$ 129,748.87

Vendor Name: Impec Group Inc.

Address: 3350 Scott Blvd Bldg 8

City/State/Zip: Santa Clara, CA 95054

Signed:  Printed: Raffy Espritu

Phone: 408-330-9350 email: respritu@impeccgroup.com



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the Negotiation and Execution of Consultant Service Agreement with Raney Planning and Management for the Stoneman Park Subdivision

MEETING DATE: February 7, 2022

EXECUTIVE SUMMARY

The proposed item would authorize the City Manager to negotiate and execute a consultant service agreement with Raney Planning and Management in an amount not to exceed \$316,810, and would allocate \$316,810 to the consultant budget for contract planning services related to the proposed development of land generally located at the terminus of John Henry Johnson Parkway.

FISCAL IMPACT

Staff is requesting the City Council allocate to the consultant budget \$316,810 to cover consultant costs related to the processing of the proposed application. The requested budget would cover the estimated \$253,448 cost for CEQA services by Raney Planning and Management, along with an approximately 25% contingency of \$63,362.

Prior to execution of any consultant contracts, the applicant, Discovery Builders, would be required to execute a reimbursement agreement with the City and provide funds to cover the base cost. As such, there is no fiscal impact to the City.

RECOMMENDATION

City Council adopt the attached resolution authorizing the City Manager to negotiate and execute consultant service agreements with Raney Planning and Management for CEQA services related to the Stoneman Park Subdivision.

BACKGROUND

The proposed project site is comprised of multiple parcels that have been owned by the City since 1960 or before. The applicant is currently preparing a formal application.

Due to the complexity of the project, the City and applicant solicited proposals for CEQA services from multiple consultants and selected the proposal of Raney Planning and Management.

Raney Planning and Management has provided their respective services to the City for more than a decade and were chosen for their thorough analyses and satisfactory work.

SUBCOMMITTEE FINDINGS

This item was not presented to a sub-committee

STAFF ANALYSIS

Due to the complexity of the project, staff and the applicant anticipate a full environmental impact report (EIR) be prepared pursuant to CEQA, and recommends the City utilize Raney to prepare the environmental document. Prior to entering into any contract, the City will require a fully executed reimbursement agreement submitted by the applicant.

ATTACHMENTS:

1. Proposed Resolution
2. Contract and Services Agreement Raney Planning and Management

Report Prepared By: John Funderburg, Assistant Director of Planning

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Negotiation and Execution)
Of Consultant Service Agreements with)
Raney Planning and Management for the)
Stoneman Park Subdivision)

RESOLUTION NO. 22-

WHEREAS, the applicant is currently preparing a formal application for the development of the proposed project titled "Stoneman Park Subdivision generally located at the terminus of John Henry Johnson Parkway; and

WHEREAS, in 2021, the City and applicant solicited proposals for environmental review services pursuant to the California Environmental Quality Act (CEQA) from multiple consultants and selected the proposal of Raney Planning and Management; and

WHEREAS, Raney Planning and Management has provided their respective services to the City for more than a decade, and were chosen for their thorough analyses and satisfactory performance; and

WHEREAS, Discovery Builders, Inc. will be required to deposit funds with the City in an amount sufficient to reimburse the cost of project management and environmental review services.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby authorizes the City Manager to negotiate and execute a consultant service agreement with Raney Planning and Management in an amount not to exceed \$316,810, upon completion of a reimbursement agreement with Discovery Builders Inc. and allocates \$316,810 to the consultant budget.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
RANEY PLANNING AND MANAGEMENT INC.
(Environmental Consultant)**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and Raney Planning and Management Inc., a California corporation ("Consultant") (together referred to as the "Parties") as of February 7, 2022 (the "Effective Date").

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on July 1, 2026, 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 Three Hundred Sixteen Thousand, Eight Hundred Ten dollars (\$316,810) 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 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.

Consultant, at its own cost and expense, shall maintain commercial automobile liability insurance for the term of this agreement in an amount not less than \$1,000,000 per occurrence for risks associated with the work contemplated by this Agreement.

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

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

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any

insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

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

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

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

- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

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

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

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

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

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

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

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Indemnification. Consistent with California Civil Code Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties, or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by City, Consultant shall defend any such suits at its sole cost and expense. If City elects to provide its own defense, Consultant shall reimburse City for any expenditures, including reasonable attorneys' fees and costs. Consultants' obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of City or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, City for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This Section **5.1** shall survive any expiration or termination of this Agreement.

5.2 PERS Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this

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

Section 6. STATUS OF CONSULTANT.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

8.5.1 Immediately terminate the Agreement;

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

10.7 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

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

Consultant: Raney Planning & Management, Inc.
1501 Sports Drive, Suite A
Sacramento, CA 95834
ATTN: Cindy Gnos

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.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF PITTSBURG

CONSULTANT

Garrett Evans, City Manager

Attest:

Alice Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

Name:

Title:

EXHIBIT A

SCOPE OF SERVICES

The following technical scope of services identifies each task in the preparation of the necessary documents and includes all the work products associated with each task. Raney anticipates that the scope of services will be further refined in consultation with the City of Pittsburgh as the CEQA lead agency for the project.

Task 1 Project Initiation

The objective of this task is to coordinate with City staff and the project team to confirm assumptions regarding the proposed project and scope of work for the proposed project. Senior Vice President Cindy Gnos, AICP, will serve as the Project Director, and Division Manager/Air Quality Specialist, Rod Stinson will serve as the Project Manager. In addition, Raney anticipates extensive coordination with the City regarding the area outside the Urban Limit Line which will be annexed. Raney will confirm the project phasing and overall project description at the kick-off meeting.

Raney will complete the following deliverables:

- Participate in a kick-off meeting with City staff to review project schedule/milestones;
- Review existing documentation for the project and identify key issues;
- Identify the role that each will play during the effort as well as a summary of meetings and products;
- Perform a site visit; and
- Refine the scope with any revisions for the City to approve.

Task 2 Project Description

The objective of this task is to prepare a draft project description in consultation with City staff and the project applicant team. Based on Raney's extensive CEQA experience, completing a draft of the project description during the project initiation phase greatly reduces the potential for project-related issues throughout the preparation of the environmental documents. The project description will include a detailed project location, background, and history of the project (including past ownership and land uses); intended uses of the proposed project; existing environmental setting; description of on and off-site infrastructure necessary to serve the project; discretionary actions; project characteristics; important project features; project objectives; phasing; agreements; and permits and approvals that are required for the project based on available information.

In addition, Raney will prepare regional and project location maps, as well as coordinate with City staff and the project applicant to build upon the existing project description.

In addition, Raney will provide a list of responsible agencies that are anticipated to rely on the EIR for decision making.

Raney will complete the following deliverables:

- Submit one electronic copy of the draft project description to the City for review and comment; and
- Submit one electronic copy of the final project description to the City prior to incorporation into the EIR.

Task 3 Prepare Notice of Preparation

The objective of this task is to prepare/distribute a Notice of Preparation (NOP) for public review that includes a description of the proposed project, location map, and general environmental effects anticipated to be caused by the proposed project, as well as attend a public scoping workshop to solicit the public's input on the content of the EIR. Raney assumes the public scoping meeting will be set up as a brief project overview presentation, in order for the community to gain an understanding of the project and make comments based upon accurate knowledge of the project. It should be noted that, if during the NOP public review period, a substantial number of comments are received on a topic that would otherwise be addressed and dismissed in the *Effects Not Found to be Significant* chapter, Raney would consult with the City to discuss whether the scope of services for the EIR should be revised to include additional technical chapters or technical analysis of additional topics. If additional chapters or technical analysis are deemed necessary by City staff, Raney would propose to amend the scope of work, schedule, and budget accordingly.

Raney will complete the following deliverables:

- Submit one electronic copy of the Administrative Draft NOP to City staff for review;
- Submit one electronic copy of the Final NOP to the City;
- Coordinate with the City to publish, post, and distribute the NOP and electronically submit the NOP with a completed Notice of Completion (NOC) to the State Clearinghouse;
- Facilitate and attend one public scoping meeting to emphasize the review process as well as the intent and requirements of CEQA as outlined in *Task 12 Project Management, Meetings, and Hearings*;
- Create an administrative record of all written and verbal comments regarding the NOP to bring together and resolve the concerns of affected federal, state, and local agencies, as well as the local community; and
- Revise the scope of services for the EIR, if needed, based upon NOP verbal and written comments received during the NOP comment period.

Task 4.1-4.4 Prepare Administrative Draft EIR

The objective of this task is to prepare an accurate, thorough, and complete Administrative Draft EIR for the proposed project that will provide the public and decision-makers with a thorough, legally defensible project-level environmental analysis of the proposed project, which will be accurate, objective, and free of jargon. The Administrative Draft EIR will be prepared in the City of Pittsburgh's preferred format and will include all statutory sections required by CEQA Section 15120-15132.

The proposed project EIR will include the following sections:

Task 4.1 Introduction, Executive Summary, and Project Description

The introduction will cite the provisions of CEQA to which the proposed project is subject. This section will identify the intended uses of the EIR, agencies that may rely upon the EIR, purpose of the EIR and statutory authority, summary of the scoping procedures, and a list of the NOP comment letters and concerns raised in the letters.

The EIR will also include a summary section to briefly describe in text the impacts and mitigation measures. A summary table will be included, consisting of a matrix of impacts and mitigation measures, with levels of significance of impacts before and after mitigation. The summary table will include all mitigation measures applicable to the proposed project.

The environmental setting will be built into the project description chapter and each technical chapter of the EIR. The project description chapter will be consistent with the one developed in Task 2 Project Description.

Task 4.2 Environmental Setting, Impacts, and Mitigation Measures

The environmental analysis for the proposed project is anticipated to focus on the following areas: Aesthetics, Air Quality and GHG Emissions (including Energy), Biological Resources, Cultural and Tribal Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning/Population and Housing, Noise, Public Services and Recreation, Transportation, and Utilities and Service Systems. Project alternatives and statutorily required sections will also be included. Some refinement to these issues may be required based on the comments that will be received during the NOP scoping process.

Consistent with CEQA, each environmental chapter will include an introduction, environmental setting, regulatory setting, standards of significance, methods of analysis, identification of environmental impacts, the development of mitigation measures and monitoring strategies, level of significance after mitigation, cumulative impacts and mitigation measures, significant impacts, and effects found not to be significant.

Raney proposes to include the following technical environmental chapters:

a) Aesthetics

The Aesthetics chapter of the EIR will summarize existing regional and project area aesthetics and visual setting. To the extent applicable, the chapter will describe projectspecific aesthetics issues such as scenic vistas, trees, scenic highways, existing visual character or quality of the project area, as well as light and glare. The impact discussions will include an analysis of the existing ridgelines within the project area that will be affected by the buildout of the proposed project. Raney will also rely on photo simulations to be prepared by AdvanceSim, under contract with Raney (please see Appendix A for a complete scope of work). AdvanceSim will provide up to four photo simulations from nearby public right-of-ways and residences with the most significant impact. The final location of photo simulation viewpoints will be determined in consultation with the City.

b) Air Quality and GHG Emissions (including Energy)

Air Quality

The air quality analysis for the proposed project will be performed in-house by Raney's air quality team, utilizing the California Emissions Estimator Model (CalEEMod) software program and following the BAAQMD CEQA Guidelines. Air Quality The air quality impact analysis will include a quantitative assessment of short-term (i.e., construction) and long-term (i.e., operational) increases of criteria air pollutant 8 emissions of primary concern (i.e., ROG, NOX, and PM10). Vehicle trip generation data will be obtained from the Traffic Impact Study to be provided by the applicant team to calculate mobile emissions from the project. The significance of air quality impacts will be determined in comparison to BAAQMD-recommended thresholds of significance. Raney will additionally address toxic air contaminant (TAC) emissions, utilizing the California Air Resource Board (CARB) "Air Quality and Land Use Handbook: A Community Health Perspective." The project's cumulative contribution to regional air quality will be discussed, based in part on the modeling conducted at the project level. Mitigation measures will be incorporated to reduce any significant air quality impacts, and anticipated reductions in emissions associated with proposed mitigation measures will be quantified. Though outside of the CEQA process given the supreme court's ruling in California Building Industry Association v. Bay Area Air Quality Management District (2015), Raney understands that the City would like to have a technical odor analysis conducted due to the proximity of the site to the Keller Canyon Landfill. The technical report will be prepared by NEXGEN Utility Management (NEXGEN), under contract with Raney (please see Appendix B for a complete scope). Raney will include a discussion of Keller Canyon Landfill as an existing setting but will include the technical odor analysis as an appendix to the EIR.

GHG Emissions

Raney will work closely with the City and BAAQMD throughout preparation of the GHG analysis with respect to identifying the methodology and thresholds of significance to be used for the GHG analysis. Raney's GHG analysis for the proposed project will follow the agreed upon methodology and thresholds. Raney will use CalEEMod to produce an estimate of carbon dioxide equivalent emissions for the project, including indirect emissions of GHGs (e.g., electricity and natural gas). With respect to AB 32 and SB 32, Raney will coordinate with the City of Pittsburg and BAAQMD to ensure comparison of the estimated emissions to appropriate thresholds. Mitigation measures would be identified, as appropriate, in coordination with the City and BAAQMD to identify feasible mitigations for GHG emissions.

Energy

Raney will analyze whether the proposed project could result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation. This discussion will also evaluate whether the project would conflict with or obstruct a state or local plan for renewable energy.

c) Biological Resources

The Biological Resources chapter of the EIR will summarize potential effects to plant communities, wildlife, and wetlands including adverse effects on rare, endangered, candidate, sensitive, and special-status species from the development of the proposed project. The analysis will be based on the Biological Resources Assessment prepared by Swaim Biological (Swaim), as well as the technical peer review conducted by Vollmar Natural Lands Consulting (Vollmar), under contract with Raney.

Vollmar will review the report prepared by Swaim and provide comments on the report body, tables, and figures. Vollmar will compile a table summarizing all comments with the location within the report and suggested changes, if applicable. Vollmar will respond to comments or questions that may come up as a result of the technical peer review and comment table. Raney assumes the Biological Resources Assessment and technical peer review will address the project's compliance with the East Contra Costa County Habitat Conservancy/Natural Community Conservation Plan (ECCCCHCP/NCCCP). Raney will internally review the report and technical peer review to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the Biological Resources chapter of the EIR. If it is determined that additional analysis needs to be prepared for the project, Raney will consult with City staff to determine the appropriate approach in updating the applicant-provided reports.

d) Cultural and Tribal Cultural Resources

The Cultural and Tribal Cultural Resources chapter of the EIR will summarize the setting and briefly describe the potential effects to any on-site historical, archaeological, and/or paleontological resources due to implementation of the proposed project. Raney proposes to sub-contract with Tom Origer & Associates (Origer) to prepare a Cultural Resources Assessment for the project (please see Appendix D for a complete scope of work). Origer will conduct archival research at the Northwest Information Center, and the offices of Tom Origer & Associates. Origer will contact the Native American Heritage Commission and local Native American tribes and individuals. It should be noted that this notification does not constitute formal consultation. Origer will conduct a field study of the project site and complete preliminary documentation on DPR 523 forms if cultural resources are found. Origer will then prepare a written report detailing their findings and recommendations for the treatment of cultural resources. Raney will internally review the Cultural Resources Assessment for accuracy and adequacy in meeting the requirements of CEQA, and incorporate the results of the analysis into the Cultural Resources chapter of the EIR.

Tribal Consultation

Given the passage of AB 52, and the associated amendments to Public Resources Code 21080.3.1, lead agencies are required to consult with Native American tribes early in the CEQA process. Raney understands the City of Pittsburg has received letters from tribes requesting notice pursuant to AB 52/PRC 21080.3.1. On behalf of the City, Raney will notify the tribes in writing of the proposed project within 14 days from the start of the CEQA process. Raney will handle all requirements and formal consultation pursuant to AB 52 and SB 18.

e) Geology and Soils

The Geology and Soils chapter of the EIR will include review of geophysical information and evaluation of the project's potential for changes in topography or unstable soil conditions due to excavating, grading or filling, and changes in wind or water erosion of soils, seismic effects such as ground shaking from earthquakes, as well as identify any unique geological features within the project area. Raney will rely on the applicant-provided Geotechnical Report for use in the analysis, as well as a technical peer review conducted by Geocon, under contract with Raney. Raney will internally review the report and the technical peer review for accuracy and adequacy in meeting the requirements of CEQA, and incorporate the results of the analysis into the Geology and Soils chapter of the EIR.

f) Hazards and Hazardous Materials

The Hazards and Hazardous Materials chapter will summarize the setting and describe any potential for existing or possible hazardous materials within the project area. Raney will rely on the applicant-provided Phase I Environmental Site Assessment prepared by TRC Engineering. Raney will internally review the report for accuracy and adequacy in meeting the requirements of CEQA, and incorporate the results of the analysis into the Hazards and Hazardous Materials chapter of the EIR.

g) Hydrology and Water Quality (Including Drainage)

The Hydrology and Water Quality chapter will summarize setting information and identify potential impacts on irrigation drainage, storm water drainage, flooding, groundwater, and water quality. Raney will review the preliminary grading and drainage plan for the project and the City of Pittsburg General Plan, as well as any ordinances related to water quality for relevant information that should be incorporated into the project analysis for the EIR. Raney will refer to the FEMA map to determine if the project site is located within the 100-year flood hazard area. Raney will additionally coordinate with the City to obtain pertinent information, as well as review ordinances related to water quality for relevant information that should be incorporated into the project analysis. In addition, Raney will utilize a Drainage Report from the applicant's project engineer.

h) Land Use and Planning & Population and Housing

The Land Use and Planning portion of the chapter will evaluate the consistency of the proposed project with the City's adopted plans and policies. Raney will review the City of Pittsburg General Plan and Zoning Ordinance, including any existing ordinances or policies related to ridgeline/hillside development (e.g., General Plan policy 2-P-94), and any other appropriate documents to address any policy or consistency issues due to the proposed project entitlements. The chapter will identify land use impacts and mitigation measures and note any inconsistencies or incompatibilities with adopted plans and policies created by approval of the proposed General Plan Amendment. Raney will coordinate with De Novo Planning Group who is preparing the General Plan Update to ensure the proposed project's consistency with the General Plan Update. Additionally, Raney will assess the compatibility of the proposed project with the surrounding land uses, both existing and proposed.

The chapter will identify land use impacts and mitigation measures and note any inconsistencies or incompatibilities with adopted plans and policies created by approval of the proposed project. Raney will also coordinate with the City to address the land use covenant held by the project site's previous owners which disallows residential uses onsite. The Population and Housing portion of the chapter will discuss if the proposed project would directly or indirectly induce substantial unplanned population growth or if the project would result in the displacement of substantial numbers of existing people or

housing. Raney will rely on information from the California Department of Finance, General Plan Housing Element, and the Association of Bay Area Governments.

i) Noise

The Noise chapter of the EIR will be based on a technical report to be prepared by Saxelby Acoustics (Saxelby), under contract with Raney (please see Appendix F for a complete scope of work). Saxelby will quantify existing noise levels due to nearby transportation noise sources and use the Federal Highway Administration (FHWA) traffic noise prediction model for the prediction of traffic noise levels. Direct inputs to the traffic model will include traffic data from the applicant-provided Traffic Impact Study for the project, existing posted speed limits, and 24-hour traffic split data collected by Saxelby. In addition, Saxelby will conduct a noise survey within the project site to quantify existing background noise levels.

The noise survey will consist of short-term noise level measurements and continuous 24-hour noise level measurements. During this survey, Saxelby will also document existing noise levels from the nearby Diablo Valley Radio Controllers R/C Club, the Delta Valley Golf Course, and any noise from the indoor shooting range. Saxelby will evaluate increased traffic noise levels at existing sensitive receptors in the project vicinity using traffic volumes from the Traffic Impact Study. Saxelby anticipates providing traffic noise levels for Existing, Existing Plus Project, Cumulative, and Cumulative Plus Project scenarios, as well as any additional scenarios that might be included in the Traffic Impact Study. Saxelby will also provide an analysis of noise levels associated with the nearby Diablo Valley Radio Controllers, the Delta Valley Golf Club, and any other major noise sources in the project vicinity.

Saxelby will also provide an analysis of the noise and vibration impacts associated with construction of the project at existing sensitive receptors in the project vicinity. It is expected that this analysis will follow the assumptions used in the project AQ/GHG analysis. Although not within the purview of CEQA, Saxelby will also calculate exterior and interior traffic noise levels on the proposed residential uses and, if necessary, will evaluate any required exterior or interior noise control measures needed to achieve compliance with the City of Pittsburg noise level standards. Saxelby will provide a noise report which details their findings, methodology, and noise reduction measures (if required). The report will be prepared to meet the requirements of the City of Pittsburg and CEQA. Raney will internally review the noise study for accuracy and adequacy in meeting the requirements of CEQA, and incorporate the results of the analysis into the Noise chapter of the EIR

j) Public Services & Recreation

The Public Services and Recreation chapter will summarize setting information and identify potential new demand for services, including fire, police, schools, parks, and recreation. Raney will rely upon the information from the City of Pittsburg General Plan

and General Plan EIR, as well as the General Plan Update. In addition, Raney will utilize information obtained from direct consultation with the City and other agencies, as needed, to evaluate the project's potential impacts to the City of Pittsburg's public services and whether the project's increased demand for service would result in the need for new or physically altered governmental facilities in order to maintain the acceptable service ratios, response times, and other performance objectives of the City of Pittsburg's public services. Various parcels within the project site have federal deed restrictions dedicating the land as recreational use; however, Raney understands that the federal deed restrictions will be addressed in a separate approval process with the DOI National Parks Service.

k) Transportation

The Transportation chapter will be based on the applicant-provided Traffic Impact Study prepared by Abrams Associates Traffic Engineering (Abrams). Raney anticipates Abrams' Traffic Impact Study will include a Vehicle Miles Traveled and multimodal transportation analysis. In addition, Raney proposes to subcontract with TJKM to conduct a technical peer review of the Traffic Impact Study (please see Appendix G for a complete scope of work). Raney anticipates TJKM will determine if the analysis conforms with existing evaluation standards (i.e., Contra Costa Transportation Authority, City of Pittsburg, etc.) and if sufficient intersections are included in the study. TJKM would subsequently evaluate assumptions of trip generation, trip assignments, and traffic growth. Evaluation of thresholds of impacts, as well as adequacy of mitigation measures will also be conducted. TJKM will document the findings of the peer review in a technical letter memorandum consisting of a description of the evaluation process, assumptions, and conclusions. It is anticipated that Abrams will review the comments provided and prepare a written response to each comment and revise the Traffic Impact Study accordingly. TJKM will review the responses and the final Traffic Impact Study to confirm all concerns have been addressed. Raney will internally review the Traffic Impact Study to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the Transportation chapter of the EIR.

l) Utilities and Service Systems

The Utilities and Service Systems chapter will address potential new demand for water distribution and supply, wastewater conveyance and treatment, solid waste generation, and electric and natural gas utilities. Raney assumes water supply demand calculations will be provided by the project applicant team. Raney also assumes Delta Diablo will provide modeling for sewer capacity demands created by the project. Raney will rely 13 on the information to be provided, as well as the City of Pittsburg 2020 Urban Water Management Plan (UWMP). With respect to wastewater, Raney will consult with the City of Pittsburg Public Works Department to ensure the Wastewater Treatment Plant (WWTP) has adequate capacity to treat the wastewater generated by the project. For solid waste, Raney will consult with Mt. Diablo Resource Recovery (MDRR – Pittsburg)

who oversees the collection, transportation, and disposal of solid waste within the City of Pittsburgh to determine whether the receiving landfill will be able to accommodate the solid waste generated by the project. With respect to natural gas and electricity, Raney will consult with Pacific Gas & Electric (PG&E) to determine whether PG&E has adequate capacity to provide continuous service for the project. Additionally, Raney will rely on the applicant provided grading and drainage plans to determine if the proposed drainage would result in any impacts to existing drainage facilities. The method and criteria used for determining the adverse impacts for each of these technical issues will be clearly and explicitly described in the respective chapters of the EIR, including any assumptions, models, or modeling techniques used in the analyses. The determination of impacts will be based on thresholds of significance drawn from the standards used in similar EIRs in the region, from the technical studies prepared for the proposed project, and will be refined based on City-adopted thresholds in consultation with City staff. For each significant impact, feasible mitigation measures, if available, will be identified and the level of significance after mitigation will be stated. Mitigation measures will identify the timing of the mitigation and the entities responsible for implementation. Cumulative impacts and mitigation measures will also be addressed within each technical chapter and include the impact, mitigation, and level of significance after mitigation. The cumulative analyses will be based on quantitative data, as applicable. Each impact in the EIR will be numbered, as will the corresponding mitigation measures. Cross-references will be provided where necessary. The effectiveness and feasibility of mitigation measures will be discussed.

Task 4.3 Effects Not Found to be Significant

This chapter will include abbreviated discussion of impacts determined not to be significant and warranting detailed analysis in the EIR, some of which are preliminary anticipated to be forestry resources, mineral resources, and wildfire.

Task 4.4 Statutorily Required Sections

The Statutorily Required Sections chapter of the EIR will summarize significant and unavoidable, significant irreversible, and growth-inducing impacts, to the extent that such impacts are identified in the EIR analysis. The chapter will also summarize the cumulative impact analyses, which will be provided in each technical chapter of the EIR.

Task 4.5 Alternatives to the Proposed Project

The EIR will include an alternatives analysis in compliance with CEQA Guidelines Section 15126.6. The Alternatives chapter will evaluate, at a minimum, three alternatives, including the No Project Alternative required by CEQA. Alternatives will be selected when more information related to project impacts is available so the alternatives can be designed to reduce significant project impacts. Alternatives shall be developed in consultation with City of Pittsburgh staff during preparation of the Administrative Draft EIR to respond to identified significant impacts. The Alternatives chapter will describe the alternatives and identify the environmentally superior alternative. The alternatives will be

analyzed at a level of detail less than that of the proposed project which is permissible under CEQA; however, the analyses will include sufficient detail to allow a meaningful comparison of the impacts. The Alternatives chapter will include a qualitative level analysis of all impacts for the alternatives. The Alternatives chapter will also include a section of alternatives considered but dismissed. A matrix comparing the impacts of the proposed project to the alternatives will also be included.

Raney will complete the following deliverables:

- Submit one electronic copy of the Administrative Draft EIR to the City of Pittsburgh staff to review for adequacy and accuracy.

Task 5 Prepare Screencheck Draft EIR

The objective of this task is to edit the Administrative Draft EIR, based on the comments received from the City's review, to prepare a Screencheck Draft EIR. Raney assumes City comments on the Administrative Draft EIR will be in a consolidated set.

Raney will complete the following deliverables:

- Attend conference calls, as needed, with the City staff to discuss City comments on the Administrative Draft EIR; and
- Submit one hard copy, with appendices on a CD in the back cover (if included), and one electronic copy of the Screencheck Draft EIR to the City.

Task 6 Prepare Public Review Draft EIR

The objective of this task is to edit the Screencheck Draft EIR, based on the comments received, and to prepare and distribute the Draft EIR for the 45-day public review period in accordance with CEQA requirements. Raney assumes that the revisions from additional comments on the Screencheck Draft EIR will only require editorial or other non-substantive changes. In addition, Raney will prepare the Notice of Availability (NOA) and assumes the City will publish the NOA in the newspaper and distribute the NOA of the Draft EIR to responsible agencies and post at the County Clerk's Office. Raney will electronically submit the Notice of Completion (NOC), State Clearinghouse Summary Form (Summary Form F), Executive Summary, and the Draft EIR to the State Clearinghouse.

Raney will complete the following deliverables:

- Submit 20 hardcopies, with the appendices on CDs adhered to the back cover, and one electronic copy, of the Draft EIR to the City;
- Prepare the NOA and NOC, and Summary Form F;
- Coordinate with the City to perform the necessary posting, noticing, and distribution of the Draft EIR; and

- Electronically submit the NOC, Summary Form F, Executive Summary, and Draft EIR to the State Clearinghouse.

Task 7 Prepare Administrative Final EIR

The objective of this task is to respond to all comments received during the 45-day public review period and compile the comments into an Administrative Final EIR for review by the City of Pittsburgh. Raney assumes these comments will not raise new issues, or that new surveys or technical studies will be required to complete adequate responses. Further, Raney assumes that the amount and nature of responses can be addressed within the hours shown in the budget spreadsheet. For the purposes of this scope of work, Raney's budget for this task would allow Raney to prepare responses to up to 100 individual comments that are substantive in nature. Repetitive comments do not count toward this total. For example, it is not uncommon for the public to submit a large volume of comments on a particular issue/concern. In this case, Raney will prepare a master response to address the thematic concern; and this effort would only constitute one response. Raney's budget for this task is based upon our experience preparing Administrative Final EIR documents for other similar projects. Should more time or technical analyses be needed to respond to additional comment letters, Raney will initiate discussions immediately with City staff to conduct this extra work. The Final EIR will consist of Response to Comments, changes to the Draft EIR as result of comments, and Mitigation Monitoring and Reporting Program (see *Task 8*).

Raney will complete the following deliverables:

- Meet with City staff to review all comments received and determine the appropriate written responses to the comments, as outlined in *Task 12 Project Management, Meetings, and Hearings*;
- Include a list of persons, organizations, and agencies commenting on the EIR;
- Include all comments on the Draft EIR and any changes to the Draft EIR text necessitated by the comments;
- Respond to up to 100 individually bracketed comments; and
- Submit one hard copy, with appendices on a CD in the back cover (if included), and one electronic copy, in PDF format, of the Administrative Final EIR.

Task 8 Prepare Mitigation Monitoring and Reporting Program (MMRP)

The objective of this task is to prepare a Mitigation Monitoring and Reporting Program (MMRP) for the City of Pittsburgh to be incorporated into the Final EIR. Raney will prepare a summary MMRP to comply with Public Resources Code Section 21081.6, which will include policies and actions identified in the EIR, as well as methods of implementation.

Raney will complete the following deliverables:

- Submit one electronic copy, in Word and PDF format, of the draft MMRP to the City with the Administrative Final EIR, thereby, allowing the City to provide comments; and
- Submit one electronic copy of the final MMRP to the City of Pittsburgh with the Final EIR.

Task 9 Prepare Screencheck Final EIR

The objective of this task is to revise the Administrative Final EIR based on the City comments received and prepare a Screencheck Final EIR.

Raney will complete the following deliverables:

- Conversations with City staff to discuss City comments and revisions to the Administrative Final EIR; and
- Submit one hard copy, with appendices on a CD in the back cover (if included), and one electronic copy, in PDF format, of the Screencheck Final EIR to the City of Pittsburgh.

Task 10 Prepare Final EIR

The objective of this task is to revise the Screencheck Final EIR, based on additional comments from the City, in order to provide a thorough, responsive Final EIR. Raney assumes all edits will only require editorial or other non-substantive changes in the revision of the Screencheck Final EIR. Raney will handle distributing the Final EIR to the agencies and persons who commented on the Draft EIR at least ten days prior to the EIR certification hearing.

Raney will complete the following deliverables:

- Submit 10 hard copies, with appendices on a CD in the back cover, and one electronic copy, in PDF format, of the Final EIR to the City of Pittsburgh, including Response to Comments and MMRP; and
- Work with the City to prepare all required noticing.

Task 11 Prepare Findings of Fact and Statement of Overriding Considerations and Notice of Determination

The objective of this task is to prepare the required Findings of Fact/Statement of Overriding Considerations (FOF/SOC), pursuant to CEQA, that incorporate information regarding the project's environmental impacts disclosed in the EIR, and prepare a Notice of Determination (NOD) for approval by the City of Pittsburgh, as necessary. Raney will prepare FOF/SOC to provide the appropriate language to dismiss the project alternatives not selected, as well as language on the overriding considerations, if necessary, to describe the benefits of the project that may outweigh any adverse environmental effects;

Raney will complete the following deliverables:

- Submit one electronic copy of the administrative draft FOF/SOC to City staff with the Administration Final EIR for the City Attorney to review and provide feedback;
- Submit one electronic copy of the final FOF/SOC to City staff with the Final EIR with revisions made based upon comments from the City Attorney; and
- Prepare an NOD for County filing at the Contra Costa Clerk Recorders Office and posting at the State Clearinghouse, should the project be approved.

Task 12 Project Management, Meetings, and Hearings

The objective of this task is to ensure close, extensive coordination and interaction with City staff, the project team, technical sub-consultants, and the public. The Raney project management team, identified in the cover letter will be responsible for coordination with City staff and technical consultants, handling the day-to-day activities of the EIR preparation, and responding to staff inquiries about the EIR and process.

Raney will complete the following deliverables:

- Project Management from Senior Vice President Cindy Gnos, AICP, serving as Project Director, and Division Manager/Air Quality Specialist Rod Stinson, serving as Project Manager;
- Project support from President Tim Raney, AICP, Vice President Nick Pappani, and Assistant Division Manager/Air Quality Specialist, as well as Associate and Administrative staff;
- Regular phone and e-mail communications with City staff, project stakeholders, and pertinent City, State, and local agencies throughout the process;
- Prepare any necessary noticing, materials, and/or presentations prior to the meetings, and answer questions and respond to comments as needed;
- Attendance at up to two virtual in-progress meetings;
- Facilitate and attend one NOP public scoping meeting to emphasize the review process as well as the intent and requirements of CEQA;
- Attendance at one working meeting with City staff to discuss internal comments on the Administrative Draft EIR;
- Attendance at one meeting with City staff to discuss comments received on the Draft EIR;
- Attendance at up to two public hearings, including one Planning Commission hearing and one City Council hearing; and
- Additional public hearings and in-person meetings/hearings out of the scope of work can be accommodated upon request and would be billed on a time-and-material basis.

EXHIBIT B COMPENSATION SCHEDULE

The cost for completion of the proposed combined project-/program-level EIR is anticipated not to exceed \$285,701. The tasks are summarized in the Technical Scope of Services of Exhibit A and costs by task are shown in the spreadsheet below. These costs are based on the estimates of time for each task provided in the charts on the following page. Costs for EIR preparation will be billed on a not-to-exceed basis, following Raney standard billing rates included in the attached spreadsheet. It should be noted, however, as indicated below, that the cost for the preparation of the Final EIR is based upon the receipt of a reasonable number of comments (anticipated not to exceed 100 comments) on the Draft EIR. Should the comments be excessive or require additional technical analysis, Raney would negotiate with the City immediately to determine a reasonable cost for completion of the Final EIR.

- Raney will attend meetings with the City staff and the project team, as well as public hearings as described in the scope of work. Raney assumes that the number of meetings required will be achieved within the hours allocated in the attached spreadsheet.
- Additional meetings and hearings are easily accommodated and will be billed on a time-and material basis following Raney's billing rates.
- Raney costs are based on the assumption that the existing data and information for the City and the proposed project area is accurate and current and will be available for the preparation of the proposed environmental documents.
- Specific amounts of time for revisions to the Screencheck Draft EIRs, Screencheck Final EIRs, and Mitigation Monitoring and Reporting Program have been assumed. Raney expects that responding to comments will not exceed the budgeted time. If unanticipated comments result in additional time beyond that which has been budgeted, those items will need to be renegotiated.
- Raney will provide the City and the project team the number of copies of the documents as indicated in the technical scope of services. The printing budget included in the cost sheet is Raney's best estimate based upon printing other EIRs for similar projects and the electronic copies assumed herein. However, because the size of the EIR that is the subject of this scope is not yet known, it is impossible for Raney to reasonably include a fixed not-to-exceed cost for the printing of this EIR (which may be multiple volumes depending upon not only the size of the technical analysis in the body of the EIR but also the size of the proposed technical reports). Therefore, the City will be billed for the actual printing costs which shall be paid prior to release of the Final EIR.

- Raney assumes that the appendices to the EIR will be submitted on CDs in the back cover.
- Raney assumes that once a Notice to Proceed is issued, the preparation of the environmental documents would be a continuous process without excessive delays. Raney would propose to renegotiate the contract with respect to schedule and cost should substantial delays occur in the processing of the proposed project.
- Factors that would increase the scope of work and estimated costs outlined in the proposal include: attendance at additional meetings or hearings; printing of additional copies of reports out of the scope of work; analysis of additional issues above those discussed in this proposal or a more detailed level of analysis than described in this proposal; changes in the project requiring reanalysis or rewriting of report sections; collection of data required for the environmental documents beyond that described in this proposal; attendance at additional inhouse meetings beyond those budgeted; and excessive comments on the environmental documents. Raney would propose to renegotiate these items, if required, or charge on a time and-materials basis.

PROPOSED COST ESTIMATE								
Stoneman Park Subdivision EIR								
		Project Director	Project Manager	Division Manager	Air Quality Specialist	Air Quality Technician	Associate	Cost Per Task
Task 1	Project Initiation/Kick-Off Meeting	2	4					\$ 1,090
Task 2	Project Description	2	4	2			10	\$ 2,670
Task 3	Prepare NOP	1	6	2			8	\$ 2,575
Task 4	Prepare Administrative Draft EIR	6	12	8			20	\$ 7,090
	Technical Sections							
Task 4.1	Introduction, Executive Summary, and PD	1	3	3			12	\$ 2,715
Task 4.2	Environmental Setting, Impacts, Mitigation Measures							
a	Aesthetics	2	4	4			24	\$ 4,750
b.1	Air Quality & GHG Emissions (including Energy)	2	4	4			20	\$ 4,250
b.2	AQ/GHG Technical Analysis				8	16		\$ 3,640
c	Biological Resources	2	4	4			22	\$ 4,500
d	Cultural and Tribal Cultural Resources	2	4	4			22	\$ 4,500
e	Geology and Soils	2	4	4			22	\$ 4,500
f	Hazards and Hazardous Materials	2	4	4			20	\$ 4,250
g	Hydrology and Water Quality	2	4	4			24	\$ 4,750
h	Land Use and Planning/Population and Housing	2	4	4			24	\$ 4,750
i	Noise	2	4	4			22	\$ 4,500
j	Public Services and Recreation	2	5	5			26	\$ 5,340
k	Transportation	3	6	6			32	\$ 6,625
l	Utilities and Service Systems	2	5	5			26	\$ 5,340
	Other Sections							
Task 4.3	Effects Not Found to Be Significant	1	2	3			10	\$ 2,290
Task 4.4	Statutorily Required Sections	1	3	4			12	\$ 2,880
Task 4.5	Alternatives	4	8	4			26	\$ 6,090
Task 5	Prepare Screencheck Draft EIR	1	8	6			20	\$ 5,085
Task 6	Prepare Public Review Draft EIR	1	4	2			8	\$ 2,225
Task 7	Prepare Administrative Final EIR	4	10	10			42	\$ 9,430
Task 8	Prepare MMRP	1	2	1			5	\$ 1,335
Task 9	Prepare Screencheck Final EIR	1	5	4			14	\$ 3,480
Task 10	Prepare Final EIR	1	32	3			10	\$ 7,540
Task 11	Prepare FOF/SOC	2	4				16	\$ 3,090
Task 12	Project Management	12	75	16				\$ 18,105
	Total Hours	66	234	120	8	16	497	
	Hourly Rate	\$ 195	\$ 175	\$ 165	\$ 165	\$ 145	\$ 125	
	Total EIR Labor	\$ 12,870	\$ 40,950	\$ 19,800	\$ 1,320	\$ 2,320	\$ 62,125	\$ 139,385
	Sub-Consultant/Expenses							\$ 114,063
	Travel/Copying/Printing*						\$ 2,000	
	Sub-Consultant: AdvanceSim						\$ 25,000	
	Sub-Consultant: NEXGEN						\$ 44,960	
	Sub-Consultant: Vollmar Natural Lands Consulting						\$ 5,490	
	Sub-Consultant: Tom Origer & Associates						\$ 10,430	
	Sub-Consultant: Geocon Consultants						\$ 4,000	
	Sub-Consultant: Saxelby Acoustics						\$ 8,814	
	Sub-Consultant: TJKM						\$ 3,000	
	10% administrative fee						\$ 10,369	
Total Budget								\$ 253,448
* Estimate only. To Be Billed at Cost								

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: _____

2784982.1



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

TO: Mayor/Chair and Council/Governing Board Members

FROM: Garrett Evans, Executive Director/City Manager

SUBJECT: Adoption of Resolutions Making Findings in Support of Continuing to Hold Public Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

MEETING DATE:

EXECUTIVE SUMMARY

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

FISCAL IMPACT

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

RECOMMENDATION

The City Council, Housing Authority, Successor Agency Governing Board, Southwest Pittsburg GHAD II, Pittsburg Arts and Community Foundation, and Pittsburg Power Company Governing Board adopt the attached resolutions and hold remote public meetings for the next 30 days.

BACKGROUND

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

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

On September 16, Governor Newsom signed Assembly Bill 361 which amended the Brown Act to allow local legislative bodies to continue to meet remotely during proclaimed states of emergency under specified conditions and so long as certain findings are made by a majority of the legislative body. As detailed in the attached resolutions, findings were made on January 18, 2022, and are effective for 30 days.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

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

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

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

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

As COVID waned in November 2021, the local legislative bodies authorized partially teleconferenced meetings, with members of the bodies attending in person. However, given the recent spike in COVID cases, a return to fully teleconferenced meetings may be warranted. A fully teleconferenced meeting to consider the matter is authorized by AB 361.

The City Council resolution, if approved, would also authorize teleconferenced meetings of the Planning Commission, Community Advisory Commission, and all other commissions, and subcommittees. The remaining resolutions authorize the respective local legislative bodies to meet by teleconference.

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

ATTACHMENTS:
Resolutions

Report Prepared By:
Garrett Evans, City Manager/Executive Director

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, following an improvement in the incidence of COVID cases, the City Council adopted Resolution No. 21-14023 on November 29, 2021 and adopted Resolution No. 21-14037 on December 20, 2021 to authorize meetings with public participation by teleconference and in-person attendance by members of the City Council and commissions, and otherwise fully teleconferenced meetings for subcommittees; and

WHEREAS, with the emergence of the Omicron variant, which may spread more easily than other variants, and in the wake of holiday gatherings of persons, the incidence of COVID has increased markedly.

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

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

BE IT FURTHER RESOLVED that the City Council hereby approves meetings of the City Council, Planning Commission, Community Advisory Commission, and any other commission or subcommittee, to be held by teleconference, in compliance with California Government Code Section 54953(e).

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE GOVERNING BOARD OF THE SOUTHWEST PITTSBURG GEOLOGIC
HAZARD ABATEMENT DISTRICT II

In the Matter of:

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

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

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

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

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

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

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

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

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

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

WHEREAS, on October 4, 2021, and November 1, 2021, the Board adopted a resolution authorizing teleconferenced meetings; and

WHEREAS, following an improvement in the incidence of COVID cases, the Board on November 29, 2021, and December 20, 2021, adopted a resolution to authorize meetings with public participation by teleconference and in-person attendance by members of the Board, and

WHEREAS, with the emergence of the Omicron variant, which may spread more easily than other variants, and in the wake of holiday gatherings of persons, the incidence of COVID has increased markedly.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Southwest Pittsburg Geologic Hazard Abatement District II hereby makes the following findings:

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

BE IT FURTHER RESOLVED that the Governing Board of the Southwest Pittsburg Geologic Hazard Abatement District II hereby approves meetings to be held by teleconference, in compliance with California Government Code Section 54953(e).

PASSED AND ADOPTED by the Governing Board of the Southwest Pittsburg Geologic Hazard Abatement District II at a special meeting on the 7th day of February, 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Holland Barrett White, Chair

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE GOVERNING BOARD OF THE HOUSING AUTHORITY OF THE
CITY OF PITTSBURG

In the Matter of:

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

RESOLUTION NO. 22-

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

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

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

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

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

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

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

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

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

WHEREAS, on October 4, 2021, the Board adopted a resolution authorizing teleconferenced meetings, and adopted a similar resolution on November 1, 2021; and

WHEREAS, following an improvement in the incidence of COVID cases, the Board on November 29, 2021, adopted a resolution to authorize meetings with public participation by teleconference and in-person attendance by members of the Board, and on December 20, 2021, a similar resolution failed for lack of a quorum, and

WHEREAS, with the emergence of the Omicron variant, which may spread more easily than other variants, and in the wake of holiday gatherings of persons, the incidence of COVID has increased markedly.

NOW, THEREFORE BE IT RESOLVED that the Housing Authority Governing Board hereby makes the following findings:

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

BE IT FURTHER RESOLVED that the Housing Authority Governing Board hereby approves meetings to be held by teleconference, in compliance with California Government Code Section 54953(e).

PASSED AND ADOPTED by the Housing Authority Governing Board at a special meeting on the 7th day of February 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Chair

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE GOVERNING BOARD OF THE PITTSBURG ARTS
AND COMMUNITY FOUNDATION

In the Matter of:

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

WHEREAS, the Pittsburg Arts and Community Foundation is a 501(c)(3) nonprofit formed for the purpose of providing assistance to the City of Pittsburg and its Bylaws provide at Article III Section 1 that meetings of the board shall be held in compliance with the Brown Act; and

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

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

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

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

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

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

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

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

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

WHEREAS, on October 4, 2021, and November 1, 2021, the Board adopted a resolution authorizing teleconferenced meetings; and

WHEREAS, following an improvement in the incidence of COVID cases, the Board on November 29, 2021, and December 20, 2021, adopted a resolution to authorize meetings with public participation by teleconference and in-person attendance by members of the Board, and

WHEREAS, with the emergence of the Omicron variant, which may spread more easily than other variants, and in the wake of holiday gatherings of persons, the incidence of COVID has increased markedly.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Pittsburg Arts and Community Foundation hereby makes the following findings:

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

BE IT FURTHER RESOLVED that the Governing Board of the Pittsburg Arts and Community Foundation hereby approves meetings to be held by teleconference, in compliance with California Government Code Section 54953(e).

PASSED AND ADOPTED by the Governing Board of the Pittsburg Arts and Community Foundation at a special meeting on the 7th day of February 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Holland Barrett White, Chair

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE PITTSBURG POWER COMPANY GOVERNING BOARD

In the Matter of:

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

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

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

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

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

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

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

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

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

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

WHEREAS, on October 4, 2021, and November 1, 2021, the Board adopted a resolution authorizing teleconferenced meetings; and

WHEREAS, following an improvement in the incidence of COVID cases, the Board on November 29, 2021, and December 20, 2021, adopted a resolution to authorize meetings with public participation by teleconference and in-person attendance by members of the Board, and

WHEREAS, with the emergence of the Omicron variant, which may spread more easily than other variants, and in the wake of holiday gatherings of persons, the incidence of COVID has increased markedly.

NOW, THEREFORE BE IT RESOLVED that the Pittsburg Power Company Governing Board hereby makes the following findings:

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

BE IT FURTHER RESOLVED that the Pittsburg Power Company Governing Board hereby approves meetings to be held by teleconference, in compliance with California Government Code Section 54953(e).

PASSED AND ADOPTED by the Pittsburg Power Company Governing Board at a special meeting on the 7th day of February 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Chair

ATTEST:

Garrett Evans, Executive Secretary

BEFORE THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG

In the Matter of:

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

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

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

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

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

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

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

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

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

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

WHEREAS, on October 4, 2021, and November 1, 2021, the Board adopted a resolution authorizing teleconferenced meetings; and

WHEREAS, following an improvement in the incidence of COVID cases, the Board on November 29, 2021, and December 20, 2021, adopted a resolution to authorize meetings with public participation by teleconference and in-person attendance by members of the Board, and

WHEREAS, with the emergence of the Omicron variant, which may spread more easily than other variants, and in the wake of holiday gatherings of persons, the incidence of COVID has increased markedly.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Successor Agency to the Redevelopment Agency of the City of Pittsburg hereby makes the following findings:

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

BE IT FURTHER RESOLVED that the Governing Board of the Successor Agency to the Redevelopment Agency of the City of Pittsburg hereby approves meetings to be held by teleconference, in compliance with California Government Code Section 54953(e).

PASSED AND ADOPTED by the Governing Board of the Successor Agency to the Redevelopment Agency of the City of Pittsburg at a special meeting on the 7th day of February, 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Chair

ATTEST:

Alice E. Evenson, City Clerk