



CITY OF PITTSBURG AGENDA

MARCH 06, 2023

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

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

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

PRESIDING

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. New Employee Introductions
2. Quarterly Overview of Use of Force by Law Enforcement Personnel and Overview of Internal Affairs Investigations

PROCLAMATIONS

3. Red Cross Month
4. Women's 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

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

COMMITTEE REPORTS

PITTSBURG ARTS AND COMMUNITY FOUNDATION MEETING

CONSIDERATION

5. Adoption of Pittsburg Arts and Community Foundation Resolution to Accept Grant Funds from Keller Canyon Mitigation Fund for FY 22/23 PACF Art Programs

The Pittsburg Arts and Community Foundation, Inc. (Foundation) applied for and has been awarded a \$10,000 grant from the Keller Canyon Mitigation Fund. Staff is requesting adoption of a resolution to accept the grants and allocate the funds to the FY 2022-23 Foundation Operating Budget.

CITY COUNCIL MEETING

CONSIDERATION

6. Adoption of a City Council Resolution Proclaiming the End of the Local Emergency Regarding the Novel Coronavirus (COVID-19)

The City Council will consider adoption of the Resolution proclaiming the end of the local emergency regarding the Novel Coronavirus (COVID-19).

7. Adoption of a City Council Resolution to Accept Grant Funds from Keller Canyon Mitigation Fund for FY 22/23 Recreation Programs

The City of Pittsburg has been awarded grants totaling \$17,400 supporting recreation programs benefiting programs offered at the City's Senior Center. Staff is requesting adoption of a resolution to accept the grants and allocate the funds to the FY 2022-23 Recreation budget.

CONFLICT OF INTEREST STATEMENT

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

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

8. Minutes of February 21, 2023
9. Adoption of a City Council Resolution Allocating Measure M Surplus Funds for the Contra Costa Transportation Authority StreetLight Data Subscription Service

The Contra Costa Transportation Authority StreetLight program is a big data processor for transportation analytics. This service provides for more effective transportation planning, traffic engineering and operations, and supports smart cities and new modes of mobility.

10. Adoption of A Pittsburg Power Company Resolution to Authorize Execution of Sublease Agreement for Parking

The Pittsburg Power Company ("PPC") ("Sublessee") currently sublease from JMS Development Company ("Sublessor") a portion of Building 223 on Mare Island, Vallejo for purposes of vehicle parking and minor material and equipment storage. PPC intends to extend the Sublease Agreement to December 31, 2025 at an increased rent from \$1,500 to \$1,750 per month.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

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

COUNCIL MEMBER REMARKS

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

ADJOURNMENT TO MARCH 20, 2023

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.pittsburgca.gov on the Agendas and Live Meetings page. Past meetings and approved minutes are also archived on that webpage. Watch the live meeting via the City's webcast (www.pittsburgca.gov), 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 - 2023

Updated January 17, 2023

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>TIME</u>	<u>STAFF</u>
ABAG	Shanelle Scales-Preston / Jelani Killings Alt.	Standing	Annual		G. Evans
Delta Diablo*	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2 nd Wednesday	4:30 pm	J. Samuelson
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alternate	Standing	4 th Monday Bi-Monthly	2:00 pm	J. Davis
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual		J. Samuelson
MCE Clean Energy Board	Shanelle Scales-Preston / Angelica Lopez Alt.	Standing	Quarterly	7:00 pm	D. Buchanan
TRANSPLAN / ECCRFFA	Shanelle Scales-Preston / Juan Banales Alt.	Standing	2 nd Thursday	6:30 pm	J. Samuelson
Tri-Delta Transit (2 reps)**	S. Scales-Preston & Dionne Adams / Jelani Killings Alt.	Standing	Last Wednesday	4:00 pm	J. Samuelson
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>TIME</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Shanelle Scales-Preston / Jelani Killings Alt.	Standing	3 rd Thursday		G. Evans
Los Medanos Health Advisory Committee	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed		M. Aliotti
Mayor's Conference	Shanelle Scales-Preston / Juan Banales Alt.	Standing	1 st Thursday	6:30 pm	G. Evans
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Dionne Adams Alt.	Standing	2nd Thursday even months	4:00 pm	M. Aliotti
<u>SUBCOMMITTEES</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>TIME</u>	<u>STAFF</u>
CAC CDBG	Dionne Adams & Angelica Lopez / S. Scales-Preston Alt.	Standing	As needed		M. Aliotti
City Infrastructure and Transportation	S. Scales-Preston & Juan Banales / Jelani Killings Alt.	Standing	As needed		J. Samuelson
Community Services	S. Scales-Preston & Angelica Lopez / Dionne Adams Alt.	Standing	As needed		M. Aliotti
Constituent Management Services	S. Scales-Preston & Dionne Adams / Angelica Lopez Alt.	Ad Hoc	As needed		M. Aliotti
Economic Develop/Waterfront	Jelani Killings & Dionne Adams / S. Scales-Preston Alt.	Standing	As needed	4:30 pm	J. Davis
Finance	S. Scales-Preston & Juan Banales / Dionne Adams Alt.	Standing	Monthly	3:30 pm	P. Rodrigues
Government Performance	Juan Banales & Jelani Killings	Ad Hoc	As needed		J. Brizel
Land Use	Juan Banales & Dionne Adams / Angelica Lopez Alt.	Standing	Monthly	1:30 pm	J. Davis
My Brothers Keeper	S. Scales-Preston & Jelani Killings	Ad Hoc	As needed		K. Simonton
Pittsburg Arts & Community Foundation	S. Scales-Preston & Jelani Killings / Dionne Adams Alt.	Standing	As needed		K. Simonton
Pittsburg Police Activities League (PAL)	S. Scales-Preston & Angelica Lopez / Dionne Adams Alt.	Standing	Monthly		S. Albanese
Pittsburg Recognition	Juan Banales & Jelani Killings	Standing	As needed		M. Aliotti
Power Company Advisory	Dionne Adams & Angelica Lopez / Juan Banales Alt.	Standing	As needed		D. Buchanan
Public Safety	S. Scales-Preston & Jelani Killings / Juan Banales Alt.	Standing	As needed	5:00 pm	S. Albanese
Sister City Committee	Jelani Killings & Angelica Lopez / S. Scales-Preston Alt.	Standing	As needed		K. Simonton
Tobacco, Cannabis, Alcohol Policy Review	Juan Banales & Jelani Killings	Ad Hoc	As needed		G. Evans

*Stipend of \$170 per month

**Stipend of \$100 per month



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

Proclamation

AMERICAN RED CROSS MONTH MARCH 2023

WHEREAS, the American Red Cross Bay Area Chapter serves nearly 4.5 million people across the counties of Alameda, Contra Costa, San Francisco and San Mateo. This region is unique in so many ways, made even more so by the diverse cadre of Red Crossers, donors and partners that make their work in communities possible; and

WHEREAS, the Bay Area Chapter is powered by 3,570 dedicated volunteers and generous donors that serves people facing emergencies every day;

WHEREAS, based on the impact report from July 1, 2021 through June 30, 2022 the Bay Area Chapter helped 988 families through 463 disaster responses, the majority being home fires; and

WHEREAS, 50,533 units of lifesaving blood were collected from 2,094 local blood drives; and

WHEREAS, they provided 1,836 critical community services to members of the military, veterans and their families; and

WHEREAS, they trained 22,690 people in First Aid/CPR/AED and 7,661 people in aquatics and water safety; and

WHEREAS, the Bay Area Chapter provided direct assistance to the City of Pittsburg in setting up an evacuation center during the flooding that occurred last month on Harbor Street by providing cots and other supplies; and

WHEREAS, we dedicate the month of March to the American Red Cross to support their mission to prevent and alleviate human suffering in the face of emergencies.

NOW, THEREFORE, I, Shanelle Scales-Preston, on behalf of the City Council of the City of Pittsburg, do hereby honor the American Red Cross Bay Area Chapter for their mission and contributions to the City of Pittsburg.



Shanelle Scales-Preston, Mayor

Alice E. Evenson, City Clerk

ATTEST: March 6, 2023



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

Proclamation

WOMEN'S HISTORY MONTH

MARCH 2023

"Celebrating Women Who Tell Our Stories"

WHEREAS, the National Women's History Alliance also known as NWH, which spearheaded the movement for March being declared National Women's History month, has announce the women's history theme for 2023 as, "Celebrating Women Who Tell Our Stories,"; and

WHEREAS, throughout 2023, the NWH will encourage recognition of women, past and present, who have been active in all forms of media and storytelling including print, radio, TV, stage, screen, blogs, podcasts, and more; and

WHEREAS, the timely theme honors women in every community who have devoted their lives and talents to producing art, pursuing truth, and reflecting the human condition decade after decade; and

WHEREAS, women have long been instrumental in passing on traditions and heritage in word and in print to communicate the lessons of those who came before them; and

WHEREAS, women's stories, and the larger human story, expands the understanding of and strengthens the human connection; and

WHEREAS, the NWH will popularize national efforts through on-line celebrations, a special magazine and thematic products that recognize and honor the brave, accomplished and influential women who told and continue to tell their stories; and

WHEREAS, today and over the years ahead, women's dedication and shared desire to give voice to the voiceless are critical to keeping the community informed, entertained and aware.

NOW, THEREFORE, I, Shanelle Scales-Preston, on behalf of the City Council of the City of Pittsburg, do hereby proclaim March 2023 as "Women's History Month" and encourage all residents of the City of Pittsburg to participate in ceremonies and events to commemorate and honor women for their countless contributions to our community.



Shanelle Scales-Preston, Mayor

Alice E. Evenson, City Clerk

ATTEST: March 6, 2023



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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of Pittsburg Arts and Community Foundation Resolution to Accept Grant Funds from Keller Canyon Mitigation Fund for Fiscal Year 2022-23 PACF Art Programs

MEETING DATE: March 6, 2023

EXECUTIVE SUMMARY

The Pittsburg Arts and Community Foundation, Inc. (Foundation) applied for and has been awarded a \$10,000 grant from the Keller Canyon Mitigation Fund. Staff is requesting adoption of a resolution to accept the grants and allocate the funds to the Fiscal Year 2022-23 Foundation Operating Budget.

FISCAL IMPACT

If approved, the resolution will authorize allocation of the \$10,000 grant funds to the Fiscal Year 2022-23 Foundation Operating Budget under Fund 560-48100 (General Administration – Other Revenue). No additional expenditure from is required for the receipt of the grant funds since no matching funds are required.

RECOMMENDATION

The Governing Board of the Foundation adopt this Resolution authorizing acceptance of the grants and allocation of the additional \$10,000 to the Fiscal Year 2022-23 Operating Budget.

BACKGROUND

Staff applied to and was awarded a \$10,000 grant from the Keller Canyon Mitigation Fund, administered by Contra Costa County, to support PACF art programs. The Keller Canyon Mitigation Fund is managed by Contra Costa County. The Fund is offered as mitigation from Keller Canyon to Bay Point, Pittsburg and Antioch. The grant awards are \$500 to \$10,000 and organizations must be 501.c.3 or 501.c.6 corporations.

SUBCOMMITTEE FINDINGS

This item was presented at the February 2, 2023 Pittsburg Arts and Community Foundation Subcommittee.

STAFF ANALYSIS

The awarded funding will cover the cost of three projects: 1) Beyond the Box, a competition to beautify and promote local artists' work on city electrical boxes. Six artists whose designs will be selected by a jury of local officials will receive a stipend of \$500 each to create their designs on utility boxes around Pittsburg. 2) Two Youth Summer Art Camps, weeklong art education activities that will serve as an introduction to art for elementary school aged children. 3) Art in the Park, a summer public event in conjunction with the City of Pittsburg's Car Show on Thursday evenings at Buckley Square in Pittsburg to provide an opportunity for local artists of any age to exhibit, sell, and promote their work to the local community.

ATTACHMENTS: Board's Resolution
Funding Memorandum of Understanding Agreement Project #42

Report Prepared By: Kolette Simonton, Director of Recreation

BEFORE THE GOVERNING BOARD OF THE PITTSBURG ARTS AND
COMMUNITY FOUNDATION, INC.

In the Matter of:

Acceptance of Grant Funds from _____)
Keller Canyon Mitigation Fund for Fiscal)
Year 2022-23 PACF Art Programs _____)

RESOLUTION NO. 23-

WHEREAS, the Pittsburg Arts and Community Foundation, Inc. (Foundation) applied for and was awarded a \$10,000 grant from the Keller Canyon Mitigation Fund, administered by Contra Costa County, to support PACF art programs; and

WHEREAS, the PACF Arts Education program was approved for a \$10,000 grant to offset the costs of the Beyond the Box Utility Box Mural Program, two youth Summer Art Camps, and Art in the Park series; and

WHEREAS, the Foundation wishes to accept these grants and allocate the funds to the Fiscal Year 2022-23 PACF Operating Budget (Fund 560-48100).

NOW, THEREFORE, BE IT RESOLVED that the Pittsburg Arts and Community Foundation, Inc. Board hereby accepts a \$10,000 grant from the Keller Canyon Mitigation Grant Fund and allocates the funds to the PACF Operating Budget for Fiscal Year 2022-23.

PASSED AND ADOPTED by the Pittsburg Arts and Community Foundation Board at a regular meeting on the 6th day of March, 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Chair

ATTEST:

Alice E. Evenson, Board Secretary

FUNDING MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF CONTRA COSTA
AND
PITTSBURG ARTS AND COMMUNITY FOUNDATION, INC.
FOR THE
PACF Arts Education Program

This memorandum of understanding ("MOU") is dated as of July 1, 2022 (the "Effective Date"), and is between the County of Contra Costa (the "County") and PITTSBURG ARTS AND COMMUNITY FOUNDATION, INC. ("Recipient").

RECITALS

- A. In 1990, the Contra Costa County Board of Supervisors (Board) approved the Keller Canyon Landfill land use permit and franchise agreement, and established mitigation fees to mitigate the impacts of the landfill. The Board subsequently established the Keller Canyon Mitigation Fund (KCMF) to administer the allocation of these mitigation funds, which may be allocated by the Board in its sole discretion. The current program/project service categories considered for funding from the KCMF include youth services, code enforcement, public safety, community beautification, and community services.
- B. On July 26, 2022, the Board of Supervisors considered an allocation plan for the KCMF, for the period July 1, 2022, through June 30, 2023 (the "Funding Period").

At the July 26, 2022 meeting, the Board of Supervisors approved an allocation of \$10,000.00 to Recipient during the Funding Period, for the PACF Arts Education Program (the "Project"). The Project is described in Schedule 1, attached hereto (the "Service Plan"). The Project meets the most recent policies governing the implementation and administration of the KCMF.

AGREEMENT

1. Payment of Funds. The County shall contribute up to \$10,000.00 (the "County Contribution") to Recipient, on a cost-reimbursement basis, for Recipient's use toward the Project. The County Contribution will be made in accordance with the payment schedule set forth in Schedule 2, attached hereto.
2. Use of Funds. Recipient shall use the County Contribution solely for the Project, as specified in the Schedule 1 - Service Plan.
3. Right to Withhold. County has the right to withhold payment to Recipient when, in the opinion of County, expressed in writing to Recipient, (a) Recipient's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Recipient has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Recipient has failed to sufficiently itemize or document its demand(s) for payment.
4. Term and Termination. This MOU is effective on the Effective Date and remains in effect until June 30, 2023. The County may terminate this MOU at any time by giving written notice to Recipient if Recipient fails to properly perform any of its obligations under this MOU.
5. Progress Reports. Recipient shall submit progress reports, in the time, form, and manner set forth in the Service Plan, to the County's District 5 Supervisor, or his or her designee, detailing Recipient's accomplishments in carrying out the Service Plan and the Project.
6. Records; Audit. Recipient must keep and make available for inspection and copying by authorized representatives of the County, the Recipient's regular business records and such additional records pertaining to this MOU as may be required by the County. This provision is binding on the heirs, successors, assigns and representatives of Recipient.
 - a. Retention of Records. Recipient must retain all documents pertaining to this MOU for five years from the date of submission of Recipient's final payment demand and until any audit is completed and exceptions resolved for the Funding Period. Upon request, Recipient must make these records available to authorized representatives of the County.
 - b. Access to Books and Records. Recipient must, upon written request and until the expiration of five years after furnishing services pursuant to this MOU, make available to the County or any of its authorized representatives, the books, documents, and records of Recipient necessary to certify the nature and extent of all costs and charges incurred under this MOU.

If Recipient carries out any of the duties of this MOU through a subcontract, the subcontract must contain a clause to the effect that upon written request and until the expiration of five years after furnishing services under the subcontract, the

subcontractor must make available to the County or any of its authorized representatives, the books, documents and records of the subcontractor necessary to verify the nature and extent of all costs and charges incurred under the subcontract.

- c. Audit. Recipient shall make its records available for, and an audit may be required by, the County. If an audit is required, Recipient must provide the County with the audit.
 - d. Inspection. Recipient's performance, place of business, and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
7. Modification. This MOU may be modified only with the written approval of both parties.
8. Hold Harmless. Recipient shall fully defend, hold harmless, and indemnify the County, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability arising out of this MOU [and arising out of the design, implementation and/or construction of the Project], except for liability arising out of the sole negligence or willful misconduct of the County, its officers, agents or employees. This section shall survive the termination of this MOU.
9. Insurance. During the term of this MOU and any extension or modification thereof, Recipient shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in Schedule 3:
- a. Commercial General Liability Insurance. Recipient will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Recipient under this MOU. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Recipient's insurance policy or policies.
 - b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.
 - c. Certificate of Insurance. The Recipient must provide County with (a) certificate(s) of insurance, evidencing liability and worker's compensation insurance as required herein no later than the effective date of this MOU. If Recipient should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the

coverage afforded through an endorsement to the policy at any time during the term of this MOU, then Recipient must provide (a) current certificate(s) of insurance.

- d. Additional Insurance Provisions. No later than five days after Recipients receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Recipient's insurance coverage required by this MOU; or (ii) a notice of a material change to Recipient's insurance coverage required by this MOU, Recipient will provide County a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide County the notice as required by the preceding sentence is a violation of this MOU.
10. Notices: All correspondence regarding this MOU, including demands and notices, is to be directed to the following persons at the following addresses and telephone numbers:
- County:
Daniel Davis, Planner
Department of Conservation & Development
County of Contra Costa
30 Muir Road
Martinez, CA 94553
(925) 655-2884
Daniel.Davis@dcd.cccounty.us
- Recipient:
Rose Mary Tumbaga
PITTSBURG ARTS AND COMMUNITY FOUNDATION, INC.
65 Civic Avenue; Pittsburg, CA 94565-3814
925-252-6981 | rtumbaga@pittsburgfoundation.org
11. Counterparts. The parties recognize and agree that separate counterpart signature pages may be used to execute this MOU, but that all such pages constitute one and the same MOU.
12. No Third-Party Beneficiaries. This MOU is intended solely for the benefit of the parties hereto and no third party will have any right or interest in any provision of this MOU or as a result of any action or inaction of any party in connection with this MOU.
13. Remedy. The sole remedy for violation of this MOU is specific performance of this MOU. The County and Recipient waive their respective rights to trial by jury of any claim or cause of action arising out of this MOU. The County and Recipient have no liability for damages to one another or to any other person or entity resulting from any violation of this MOU.
14. Authorization. Recipient, or the representative(s) signing this MOU on behalf of Recipient, represents and warrants that it has full power and authority to enter into this MOU and to perform the obligations set forth herein.

15. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.

The parties are signing this MOU as of the Effective Date.

CONTRA COSTA COUNTY

RECIPIENT

By: _____
Name
Title

By: Rose Mary Ludge
Name
Title Program Manager

SCHEDULE 1
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2022
SERVICE PLAN

Recipient: PITTSBURG ARTS AND COMMUNITY FOUNDATION, INC.
Project Name: PACF Arts Education Program

Project Description

The project consists of three elements: 1) Beyond the Box, a competition to beautify and promote local artists' work on city electrical boxes. Six artists whose designs will be selected by a jury of local officials will receive a stipend of \$500 each to create their designs on utility boxes around Pittsburgh. 2) Two Youth Summer Art Camps, week long art education activities that will serve as an introduction of art for elementary school aged children. 3) Art in the Park, a summer public event in conjunction with the City of Pittsburgh Classic Car show, on Thursday evenings at Buckly Square Park in Pittsburgh. It will be an opportunity for local artists of any age to exhibit, sell, and promote their work to the local community.

Tasks to be Performed by Recipient

Objectives for Beyond the Box:

1. PACF will solicit entries from artists living in the Primary and Secondary Mitigation Target Areas by promoting the project on social media, email lists, and other locally oriented platforms for information dissemination.
2. A panel of city officials and PACF artists will choose six entry designs to be painted on utility boxes around the city of Pittsburgh. Designs that celebrate and express the history and diversity of the city will be encouraged and given precedence in the final decisions.
3. Artists selected to participate will receive a \$500 stipend for supplies and labor. Utility boxes will be completed by the end of September 2022.

Objectives for Summer Art Camps:

1. PACF instructors will design a visual arts program covering art history, art and craft techniques, and art literacy to be taught in July 2022 in downtown Pittsburgh.
2. Students will register and attend classes in July.
3. Students and instructors will hold an end of camp art show/reception to showcase the work they made during camp session.

Objectives for Art in the Park:

1. Local artists will showcase and sell their work on Thursday evenings in conjunction with the Classic Car Show in downtown Pittsburgh.
2. Event will raise awareness of resident local artists living and working in the target mitigation areas.
3. Local artists will have the opportunity to meet, network, and collaborate, supporting and encouraging growth of the artistic community in the target mitigation areas.

Reporting

Recipient shall submit a progress report to the County's District 5 Supervisor, or his or her designee, by January 29, 2023, via the Benevity Grants web-based management platform. This report must provide updated information on the status of the Recipient's current KCMF allocation, Project milestones, Project objectives, and any modifications to the Project. Reports may include information on scheduling, personnel, budget projections, etc.

Recipient shall submit a final outcomes report to the County's District 5 Supervisor, or his or her designee, by July 30, 2023. This report must provide an assessment of how effective the Project was and indicate its results.

SCHEDULE 2
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2022
PAYMENT SCHEDULE

Recipient: PITTSBURG ARTS AND COMMUNITY FOUNDATION, INC.
Project Name: PACF Arts Education Program
Total Reimbursement: \$10,000.00

Use of Keller Canyon Mitigation Funds

Program supplies, personnel expenses, and artist stipends.

Payment Demands

Recipient shall submit a written demand(s) for payment on County Demand Form D-15 in the manner and form prescribed by County. This demand(s) shall document reimbursable expenditures that the Recipient has incurred during the Funding Period. It must also be accompanied with supporting documentation for the expenditures (e.g. receipts, timesheets, account statements, etc.). Recipient shall submit said demands for payment no later than 30 days from the end of the month in which the MOU services, upon which such demand is based, were actually rendered. Upon approval of payment demands by the head of the County department for which this MOU is made, or his or her designee, County will make payments as specified in Recitals E above.

Other Requirements

Recipient will ensure recognition of the Keller Canyon Mitigation Fund in providing services through this MOU.

The use of Keller Canyon Mitigation Funds for political advocacy is prohibited. Furthermore, Recipient warrants that all goods and services under this MOU will be available to all qualified persons, regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation/preference, and that none will be used, in whole or in part, for religious worship.

For programs serving youth, Recipient is strongly encouraged to participate in the annual Contra Costa County Supervisorial District 5 sponsored Youth Conference and Empowerment Summit.

SCHEDULE 3
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2022
SPECIAL CONDITIONS

Recipient: PITTSBURG ARTS AND COMMUNITY FOUNDATION, INC.
Project Name: PACF Arts Education Program

Paragraph 9 ("Insurance"), subparagraph a ("Commercial General Liability Insurance") and subparagraph b ("Workers' Compensation") are hereby deleted and replaced with the following subparagraph a and subparagraph b:

- a. **Commercial General Liability Insurance.** Recipient will provide commercial general liability insurance, including coverage for business losses, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Recipient's insurance policy or policies.
- b. **Workers' Compensation.** Recipient warrants that: (1) it has no employees, as defined by California Labor Code 3351, other than officers, owners, directors, partners or other principals that are the sole shareholders of Recipient; and (2) the shareholders have not elected to be covered by the state by the state workers' compensation insurance laws. (See Cal. Labor Code, § 3351, subd.(c).) Recipient further warrants that it understands the requirements of Labor Code section 3700, et seq., requiring that Recipient maintain a policy of workers' compensation insurance coverage if Recipient employs any employee. In consideration of the above warranties and subject to the requirements that are specified herein, County hereby waives the requirement that Recipient procure, maintain and provide County evidence of workers' compensation insurance coverage. If, at any time during the term of the MOU and any extensions thereof, Recipient employs any employee, then Recipient shall obtain and maintain for the duration of employee's employment, a workers' compensation insurance policy that complies with state law requirements. If Recipient engages any sub-contractor to perform any service under this MOU, then Recipient shall require each sub-contractor

to comply with state law regarding workers' compensation insurance coverage. Pursuant to Paragraph 8 (Hold Harmless), Recipient will indemnify County for every loss or liability based on Recipient's or any sub-contractor's actual or alleged failure to procure and maintain workers' compensation insurance coverage.



**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 Proclaiming the Termination of the Local Emergency Regarding the Novel Coronavirus (COVID-19)

MEETING DATE: March 6, 2023

EXECUTIVE SUMMARY

The City Council will consider adoption of the Resolution proclaiming the termination of the local emergency regarding the Novel Coronavirus (COVID-19).

FISCAL IMPACT

There is no anticipated fiscal impact to the City's General Fund with the adoption of this Resolution.

RECOMMENDATION

City Council adopt the Resolution proclaiming the end of the local emergency regarding COVID-19.

BACKGROUND

COVID-19, a highly infectious and in many cases, a fatal disease was detected in 2019. As COVID-19 spread worldwide, many countries and local governments started taking action to help slow down the spread. As of March 11, 2020, cases of COVID-19 were detected in 114 countries according to the World Health Organization and was declared to be a pandemic. As of March 12, 2020, California had 198 confirmed cases and Contra Costa County had 25 confirmed cases.

The Governor of California declared a state of emergency on March 4, 2020 which would allow for counties and cities to obtain financial assistance and resources to manage the unknown impacts of COVID-19.

On March 10, 2020, the County proclaimed a local emergency to enact its functions and duties as allowed by the State law.

On March 13, 2020, the United States declared an emergency under the Stafford Act to manage the spread of COVID-19 and allowed for the use of federal resources if needed.

On March 16, 2020, County Health Officers and other Bay Area counties ordered residents to shelter-in-place, resulting in the closure of government offices and facilities, retail stores, restaurants, and other recreational and service-oriented businesses such as fitness centers and movie theaters.

On March 16, 2020, by Resolution 20-13757, the City Council proclaimed a local emergency regarding COVID-19. Effective March 17, 2020, all City offices and facilities were closed or restricted, and certain staff were directed to work remotely. Other staff such Police and Public Works personnel continued to ensure public safety and provide uninterrupted service to the community. During the closure, City operations and how to continue providing services to the community were reimagined. For example, all public meetings were conducted virtually and while the Recreation Department could not conduct classes or programs, its staff conducted wellness checks on Pittsburg's seniors, some of the more vulnerable residents.

On July 6, 2021, City offices and facilities were reopened to the public. However, the way staff and the public interacted changed in order to comply with the County, State, and the Centers for Disease Control and Prevention guidelines (Guidelines). For example, barriers between staff and the public were installed to reduce the spread of COVID-19, floor markers were placed to promote social distancing, and masks were required to be worn at all times.

The City offices and facilities were temporarily closed January 10, 2022 to January 17, 2022 as COVID-19 surged and the number of cases increased, reopening again on January 18, 2022.

As more people were vaccinated, restrictions continued to be relaxed and conditions continued to improve. On February 7, 2023, the County Board of Supervisors voted to end the local COVID-19 emergency declaration on February 28, 2023.

Pursuant to the County data as of February 9, 2023, Pittsburg had 23,059 positive cases reported and a total of 119 deaths. Since the vaccine has been made available, 80.3% of Pittsburg residents have been partially vaccinated, 75.9% fully vaccinated, and 43.1% have received their booster.

Through it all, the City has continued to operate, adapting to the changes in the Guidelines while never wavering in the level of service provided to the residents.

SUBCOMMITTEE FINDINGS

This item was discussed during the February 27, 2023 Community Services Subcommittee meeting.

STAFF ANALYSIS

The last, nearly three years of COVID-19, has shown how well the City has adapted because the service levels have remained constant.

Here are some of the highlights:

- Physical improvements such as plexiglass barriers were installed, enabling staff to interact with the public as soon as City facilities were able to reopen.
- Various technologies were installed and implemented to allow residents, customers, and clients to conduct business with the City remotely.
- Various youth programs have been established or are currently in the process.
- Assisted with the outreach for food distribution.
- Provided rent, mortgage, and utilities assistance to those affected by COVID-19 using the CARES ACT-CV funds it received from the Department of Housing and Urban Development.
- Established temporary provisions to businesses such as allowing for outdoor dining to encourage patrons to the businesses.
- Established the Small Business Resiliency Grant Program, providing assistance to qualified businesses impacted by COVID-19.

In addition to these highlights, the City received almost \$16.3 million of American Rescue Plan Act funds, and an increase in its sale tax and Measure M funds. With the City Council's careful fiscal planning, many projects and programs have been identified and some are currently in design or under construction.

While COVID-19 has not gone away, the vaccines have shown that a person can survive after contracting the disease. As life returns to a "new" normal, where some people still wear masks, the United States and State will be declaring the end of the COVID-19 emergency on May 11, 2023 and February 28, 2023 respectively. Ending the City's local emergency is consistent with the United States, State, and County actions.

ATTACHMENTS: Resolution

Report Prepared By: Maria M. Aliotti, Assistant City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Proclaiming Termination of the Local)
Emergency Regarding Novel)
Coronavirus (COVID-19))

RESOLUTION NO. 23-

WHEREAS, the novel coronavirus COVID-19, a highly infectious and in many cases fatal, disease was detected in 2019. As COVID-19 spread worldwide, many countries and local governments started taking action to help slow down the spread; and

WHEREAS, the Governor of California declared a state of emergency on March 4, 2020, which would allow for counties and cities to obtain financial assistance and resources to manage the unknown impacts of COVID-19; and

WHEREAS, on March 10, 2020, the Contra Costa County proclaimed a local emergency to enact its functions and duties as allowed by State law; and

WHEREAS, on March 13, 2020, the United States declared an emergency under the Stafford Act to manage the spread of COVID-19 and allowed for the use of federal resources if needed; and

WHEREAS, on March 16, 2020, County Health Officers and other Bay Area counties ordered residents to shelter-in-place, resulting in the closure of government offices and facilities, retail stores, restaurants, and other recreational and service-oriented businesses such as fitness centers and movie theaters; and

WHEREAS, on March 16, 2020, by Resolution 20-13757, the City Council proclaimed a local emergency regarding COVID-19. Effective March 17, 2020, all City offices and facilities were closed or restricted, and certain staff were directed to work remotely. Other staff such Police and Public Works personnel continued to ensure public safety and provide uninterrupted service to the community; and

WHEREAS, on July 6, 2021, City offices and facilities were reopened to the public, with operations in compliance with County, State, and the Centers for Disease Control and Prevention guidelines (Guidelines); and

WHEREAS, the City offices and facilities were temporarily closed January 10, 2022 to January 17, 2022 as COVID-19 surged and the number of cases increased, reopening again on January 18, 2022; and

WHEREAS, as more people were vaccinated, restrictions continued to be relaxed and conditions continued to improve. On February 7, 2023, the County Board of Supervisors voted to end the local COVID-19 emergency declaration on February 28, 2023; and

WHEREAS, pursuant to County data as of February 9, 2023, Pittsburg had 23,059 positive cases reported and a total of 119 deaths. Since the vaccine has been made available, 80.3% of Pittsburg residents have been partially vaccinated, 75.9% fully vaccinated, and 43.1% have received their booster; and

WHEREAS, through it all, the City has continued to operate, adapting to the changes in the Guidelines while never wavering in the level of service provided to the residents; and

WHEREAS, COVID-19 has not gone away, the vaccines have shown that a person can survive after contracting the disease. As life returns to a “new” normal, where some people still wear masks, the United States and State will be declaring the end the COVID-19 emergency on May 11, 2023 and February 28, 2023 respectively. Ending the City’s local emergency is consistent with the United States, State, and County actions; and

WHEREAS, the conditions presented by COVID-19 have abated to such a degree to warrant the termination of the proclamation of the local emergency.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the local emergency proclaimed by the City Council regarding COVID-19 is hereby proclaimed terminated.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of March by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, 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 Accept Grant Funds from Keller Canyon Mitigation Fund for Fiscal Year 2022-23 Recreation Programs

MEETING DATE: March 6, 2023

EXECUTIVE SUMMARY

The City of Pittsburg has been awarded two grants totaling \$17,400 supporting recreation programs benefiting programs offered at the City's Senior Center. Staff is requesting adoption of a resolution to accept the grants and allocate the funds to the Fiscal Year 2022-23 Recreation budget.

FISCAL IMPACT

If approved, the resolution will authorize allocation of the \$17,400 grant funds to the Fiscal Year 2022-23 Recreation Department grant budget under Fund 299-42191 (Miscellaneous Grants – Recreation). No additional expenditure from the General Fund is required for the receipt of the grant funds since no matching funds are required.

RECOMMENDATION

City Council adopt the attached resolution authorizing acceptance of the two grants and allocation of the additional \$17,400 to the Fiscal Year 2022-23 Recreation budget.

BACKGROUND

Staff applied to and was awarded two grants from the Keller Canyon Mitigation Fund to support the following Senior Center Programs: Food, Fun and Fellowship program, Health Fair, Winter Ball, and Fashion Show. The Keller Canyon Mitigation Fund is managed by Contra Costa County. The Fund is offered as mitigation from Keller Canyon to Bay Point, Pittsburg and Antioch. The grant awards are \$500 to \$10,000 and organizations must be 501.c.3 or 501.c.6 corporations.

SUBCOMMITTEE FINDINGS

This item was not brought before a subcommittee.

STAFF ANALYSIS

The Keller Canyon Mitigation Fund grants will support specialized recreation services for senior citizens, allowing opportunities for socialization and improved quality of life.

The Food, Fun and Fellowship program was approved for a \$7,400 grant to offset the costs of providing lunchtime dances and tournaments (poker, pool, and domino) at the Senior Center. This program is in partnership with CC Café.

An additional \$10,000 grant was approved to offset the costs of providing three annual events: Winter Ball, Health Fair, and Fashion Show.

ATTACHMENTS: Resolution
Funding Memorandum of Understanding Agreement Project #11
Funding Memorandum of Understanding Agreement Project #12

Report Prepared By: Kolette Simonton, Director of Recreation

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Acceptance of Grant Funds from _____)
Keller Canyon Mitigation Fund for Fiscal)
Year 2022-23 Recreation Programs)

RESOLUTION NO. 23-

WHEREAS, the City applied for and was awarded two grants totaling \$17,400 from the Keller Canyon Mitigation Fund, administered by Contra Costa County, to support recreation programs; and

WHEREAS, the Food, Fun and Fellowship program was approved for a \$7,400 grant to offset the costs of providing lunchtime dances and tournaments (poker, pool, and domino) at the Senior Center; and

WHEREAS, an additional \$10,000 grant was approved to offset the costs of providing three annual events: Winter Ball, Health Fair, and Fashion Show; and

WHEREAS, the City wishes to accept these grants and allocate the funds to the Fiscal Year 2022-23 Recreation Department grant budget (Fund 299-42191).

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts two grants totaling \$17,400 from the Keller Canyon Mitigation Fund and allocates the funds to the Recreation Department budget for Fiscal Year 2022-23.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of March, 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

FUNDING MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF CONTRA COSTA
AND
CITY OF PITTSBURG
FOR THE
Fun Food and Fellowship

This memorandum of understanding ("MOU") is dated as of July 1, 2022 (the "Effective Date"), and is between the County of Contra Costa (the "County") and CITY OF PITTSBURG ("Recipient").

RECITALS

- A. In 1990, the Contra Costa County Board of Supervisors (Board) approved the Keller Canyon Landfill land use permit and franchise agreement, and established mitigation fees to mitigate the impacts of the landfill. The Board subsequently established the Keller Canyon Mitigation Fund (KCMF) to administer the allocation of these mitigation funds, which may be allocated by the Board in its sole discretion. The current program/project service categories considered for funding from the KCMF include youth services, code enforcement, public safety, community beautification, and community services.
- B. On July 26, 2022, the Board of Supervisors considered an allocation plan for the KCMF, for the period July 1, 2022, through June 30, 2023 (the "Funding Period").

At the July 26, 2022 meeting, the Board of Supervisors approved an allocation of \$7,400.00 to Recipient during the Funding Period, for the Fun Food and Fellowship (the "Project"). The Project is described in Schedule 1, attached hereto (the "Service Plan"). The Project meets the most recent policies governing the implementation and administration of the KCMF.

AGREEMENT

1. Payment of Funds. The County shall contribute up to \$7,400.00 (the "County Contribution") to Recipient, on a cost-reimbursement basis, for Recipient's use toward the Project. The County Contribution will be made in accordance with the payment schedule set forth in Schedule 2, attached hereto.
2. Use of Funds. Recipient shall use the County Contribution solely for the Project, as specified in the Schedule 1 - Service Plan.
3. Right to Withhold. County has the right to withhold payment to Recipient when, in the opinion of County, expressed in writing to Recipient, (a) Recipient's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Recipient has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Recipient has failed to sufficiently itemize or document its demand(s) for payment.
4. Term and Termination. This MOU is effective on the Effective Date and remains in effect until June 30, 2023. The County may terminate this MOU at any time by giving written notice to Recipient if Recipient fails to properly perform any of its obligations under this MOU.
5. Progress Reports. Recipient shall submit progress reports, in the time, form, and manner set forth in the Service Plan, to the County's District 5 Supervisor, or his or her designee, detailing Recipient's accomplishments in carrying out the Service Plan and the Project.
6. Records; Audit. Recipient must keep and make available for inspection and copying by authorized representatives of the County, the Recipient's regular business records and such additional records pertaining to this MOU as may be required by the County. This provision is binding on the heirs, successors, assigns and representatives of Recipient.
 - a. Retention of Records. Recipient must retain all documents pertaining to this MOU for five years from the date of submission of Recipient's final payment demand and until any audit is completed and exceptions resolved for the Funding Period. Upon request, Recipient must make these records available to authorized representatives of the County.
 - b. Access to Books and Records. Recipient must, upon written request and until the expiration of five years after furnishing services pursuant to this MOU, make available to the County or any of its authorized representatives, the books, documents, and records of Recipient necessary to certify the nature and extent of all costs and charges incurred under this MOU.

If Recipient carries out any of the duties of this MOU through a subcontract, the subcontract must contain a clause to the effect that upon written request and until the expiration of five years after furnishing services under the subcontract, the

subcontractor must make available to the County or any of its authorized representatives, the books, documents and records of the subcontractor necessary to verify the nature and extent of all costs and charges incurred under the subcontract.

- c. Audit. Recipient shall make its records available for, and an audit may be required by, the County. If an audit is required, Recipient must provide the County with the audit.
 - d. Inspection. Recipient's performance, place of business, and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
7. Modification. This MOU may be modified only with the written approval of both parties.
8. Hold Harmless. Recipient shall fully defend, hold harmless, and indemnify the County, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability arising out of this MOU [and arising out of the design, implementation and/or construction of the Project], except for liability arising out of the sole negligence or willful misconduct of the County, its officers, agents or employees. This section shall survive the termination of this MOU.
9. Insurance. During the term of this MOU and any extension or modification thereof, Recipient shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in Schedule 3:
- a. Commercial General Liability Insurance. Recipient will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Recipient under this MOU. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Recipient's insurance policy or policies.
 - b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.
 - c. Certificate of Insurance. The Recipient must provide County with (a) certificate(s) of insurance, evidencing liability and worker's compensation insurance as required herein no later than the effective date of this MOU. If Recipient should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the

coverage afforded through an endorsement to the policy at any time during the term of this MOU, then Recipient must provide (a) current certificate(s) of insurance.

- d. Additional Insurance Provisions. No later than five days after Recipients receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Recipient's insurance coverage required by this MOU; or (ii) a notice of a material change to Recipient's insurance coverage required by this MOU, Recipient will provide County a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide County the notice as required by the preceding sentence is a violation of this MOU.
10. Notices: All correspondence regarding this MOU, including demands and notices, is to be directed to the following persons at the following addresses and telephone numbers:
- County:
Daniel Davis, Planner
Department of Conservation & Development
County of Contra Costa
30 Muir Road
Martinez, CA 94553
(925) 655-2884
Daniel.Davis@dcd.cccounty.us
- Recipient:
Joy Walker
CITY OF PITTSBURG
300 Presidio Lane; Pittsburg, CA 94565
925-252-6985 | jwalker@pittsburgca.gov
11. Counterparts. The parties recognize and agree that separate counterpart signature pages may be used to execute this MOU, but that all such pages constitute one and the same MOU.
12. No Third-Party Beneficiaries. This MOU is intended solely for the benefit of the parties hereto and no third party will have any right or interest in any provision of this MOU or as a result of any action or inaction of any party in connection with this MOU.
13. Remedy. The sole remedy for violation of this MOU is specific performance of this MOU. The County and Recipient waive their respective rights to trial by jury of any claim or cause of action arising out of this MOU. The County and Recipient have no liability for damages to one another or to any other person or entity resulting from any violation of this MOU.
14. Authorization. Recipient, or the representative(s) signing this MOU on behalf of Recipient, represents and warrants that it has full power and authority to enter into this MOU and to perform the obligations set forth herein.

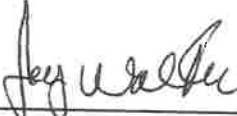
15. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.

The parties are signing this MOU as of the Effective Date.

CONTRA COSTA COUNTY

RECIPIENT

By: _____
Name
Title

By:  _____
Name Jay Walker
Title Recreation Supervisor

15. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.

The parties are signing this MOU as of the Effective Date.

CONTRA COSTA COUNTY

RECIPIENT

By: _____
Name
Title

By: Joy Walker
Name Joy Walker
Title Recreation Supervisor

SCHEDULE 1
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2022
SERVICE PLAN

Recipient: CITY OF PITTSBURG
Project Name: Fun Food and Fellowship

Project Description

For the past 13 years , the City Of Pittsburg has partnered with the C . C. Café to put on the Fun , Food , Fellowship program. The program seek to provide the quality of life for seniors in Pittsburg and Bay point by giving them a chance to socialize with their fellow senior at the Pittsburg S. The program has Senior Center . the program has two main activities: three lunch/dance hybrid events and three tournaments (poker,pool,dominos) where seniors compete for prizes and bragging rights.

Tasks to be Performed by Recipient

The lunches /dances and tournaments hosted at the Senior Center will improve the quality of life for seniors . there are 7 lunch/ dance offered a year and 3 tournaments. the lunches are provided by the C.C. Café and are designed with nutation needs of seniors in mind.

Reporting

Recipient shall submit a progress report to the County's District 5 Supervisor, or his or her designee, by January 29, 2023, via the Benevity Grants web-based management platform. This report must provide updated information on the status of the Recipient's current KCMF allocation, Project milestones, Project objectives, and any modifications to the Project. Reports may include information on scheduling, personnel, budget projections, etc.

Recipient shall submit a final outcomes report to the County's District 5 Supervisor, or his or her designee, by July 30, 2023. This report must provide an assessment of how effective the Project was and indicate its results.

SCHEDULE 2
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2022
PAYMENT SCHEDULE

Recipient: CITY OF PITTSBURG
Project Name: Fun Food and Fellowship
Total Reimbursement: \$7,400.00

Use of Keller Canyon Mitigation Funds

Program supplies (including decorations) and entertainment.

Payment Demands

Recipient shall submit a written demand(s) for payment on County Demand Form D-15 in the manner and form prescribed by County. This demand(s) shall document reimbursable expenditures that the Recipient has incurred during the Funding Period. It must also be accompanied with supporting documentation for the expenditures (e.g. receipts, timesheets, account statements, etc.). Recipient shall submit said demands for payment no later than 30 days from the end of the month in which the MOU services, upon which such demand is based, were actually rendered. Upon approval of payment demands by the head of the County department for which this MOU is made, or his or her designee, County will make payments as specified in Recitals E above.

Other Requirements

Recipient will ensure recognition of the Keller Canyon Mitigation Fund in providing services through this MOU.

The use of Keller Canyon Mitigation Funds for political advocacy is prohibited. Furthermore, Recipient warrants that all goods and services under this MOU will be available to all qualified persons, regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation/preference, and that none will be used, in whole or in part, for religious worship.

For programs serving youth, Recipient is strongly encouraged to participate in the annual Contra Costa County Supervisorial District 5 sponsored Youth Conference and Empowerment Summit.

FUNDING MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF CONTRA COSTA
AND
CITY OF PITTSBURG
FOR THE
Senior Center Health Fair/Winter Ball/Fashion Show

This memorandum of understanding ("MOU") is dated as of July 1, 2022 (the "Effective Date"), and is between the County of Contra Costa (the "County") and CITY OF PITTSBURG ("Recipient").

RECITALS

- A. In 1990, the Contra Costa County Board of Supervisors (Board) approved the Keller Canyon Landfill land use permit and franchise agreement, and established mitigation fees to mitigate the impacts of the landfill. The Board subsequently established the Keller Canyon Mitigation Fund (KCMF) to administer the allocation of these mitigation funds, which may be allocated by the Board in its sole discretion. The current program/project service categories considered for funding from the KCMF include youth services, code enforcement, public safety, community beautification, and community services.
- B. On July 26, 2022, the Board of Supervisors considered an allocation plan for the KCMF, for the period July 1, 2022, through June 30, 2023 (the "Funding Period").

At the July 26, 2022 meeting, the Board of Supervisors approved an allocation of \$10,000.00 to Recipient during the Funding Period, for the Senior Center Health Fair/Winter Ball/Fashion Show (the "Project"). The Project is described in Schedule 1, attached hereto (the "Service Plan"). The Project meets the most recent policies governing the implementation and administration of the KCMF.

AGREEMENT

1. Payment of Funds. The County shall contribute up to \$10,000.00 (the "County Contribution") to Recipient, on a cost-reimbursement basis, for Recipient's use toward the Project. The County Contribution will be made in accordance with the payment schedule set forth in Schedule 2, attached hereto.
2. Use of Funds. Recipient shall use the County Contribution solely for the Project, as specified in the Schedule 1 - Service Plan.
3. Right to Withhold. County has the right to withhold payment to Recipient when, in the opinion of County, expressed in writing to Recipient, (a) Recipient's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Recipient has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Recipient has failed to sufficiently itemize or document its demand(s) for payment.
4. Term and Termination. This MOU is effective on the Effective Date and remains in effect until June 30, 2023. The County may terminate this MOU at any time by giving written notice to Recipient if Recipient fails to properly perform any of its obligations under this MOU.
5. Progress Reports. Recipient shall submit progress reports, in the time, form, and manner set forth in the Service Plan, to the County's District 5 Supervisor, or his or her designee, detailing Recipient's accomplishments in carrying out the Service Plan and the Project.
6. Records; Audit. Recipient must keep and make available for inspection and copying by authorized representatives of the County, the Recipient's regular business records and such additional records pertaining to this MOU as may be required by the County. This provision is binding on the heirs, successors, assigns and representatives of Recipient.
 - a. Retention of Records. Recipient must retain all documents pertaining to this MOU for five years from the date of submission of Recipient's final payment demand and until any audit is completed and exceptions resolved for the Funding Period. Upon request, Recipient must make these records available to authorized representatives of the County.
 - b. Access to Books and Records. Recipient must, upon written request and until the expiration of five years after furnishing services pursuant to this MOU, make available to the County or any of its authorized representatives, the books, documents, and records of Recipient necessary to certify the nature and extent of all costs and charges incurred under this MOU.

If Recipient carries out any of the duties of this MOU through a subcontract, the subcontract must contain a clause to the effect that upon written request and until the expiration of five years after furnishing services under the subcontract, the

subcontractor must make available to the County or any of its authorized representatives, the books, documents and records of the subcontractor necessary to verify the nature and extent of all costs and charges incurred under the subcontract.

- c. Audit. Recipient shall make its records available for, and an audit may be required by, the County. If an audit is required, Recipient must provide the County with the audit.
 - d. Inspection. Recipient's performance, place of business, and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
7. Modification. This MOU may be modified only with the written approval of both parties.
8. Hold Harmless. Recipient shall fully defend, hold harmless, and indemnify the County, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability arising out of this MOU [and arising out of the design, implementation and/or construction of the Project], except for liability arising out of the sole negligence or willful misconduct of the County, its officers, agents or employees. This section shall survive the termination of this MOU.
9. Insurance. During the term of this MOU and any extension or modification thereof, Recipient shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in Schedule 3:
- a. Commercial General Liability Insurance. Recipient will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Recipient under this MOU. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Recipient's insurance policy or policies.
 - b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.
 - c. Certificate of Insurance. The Recipient must provide County with (a) certificate(s) of insurance, evidencing liability and worker's compensation insurance as required herein no later than the effective date of this MOU. If Recipient should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the

coverage afforded through an endorsement to the policy at any time during the term of this MOU, then Recipient must provide (a) current certificate(s) of insurance.

- d. Additional Insurance Provisions. No later than five days after Recipients receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Recipient's insurance coverage required by this MOU; or (ii) a notice of a material change to Recipient's insurance coverage required by this MOU, Recipient will provide County a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide County the notice as required by the preceding sentence is a violation of this MOU.

10. Notices: All correspondence regarding this MOU, including demands and notices, is to be directed to the following persons at the following addresses and telephone numbers:

County:

Daniel Davis, Planner
Department of Conservation & Development
County of Contra Costa
30 Muir Road
Martinez, CA 94553
(925) 655-2884
Daniel.Davis@dcd.cccounty.us

Recipient:

Joy Walker
CITY OF PITTSBURG
300 Presidio Lane; Pittsburg, CA 94565
925-252-6985 | jwalker@pittsburgca.gov

11. Counterparts. The parties recognize and agree that separate counterpart signature pages may be used to execute this MOU, but that all such pages constitute one and the same MOU.
12. No Third-Party Beneficiaries. This MOU is intended solely for the benefit of the parties hereto and no third party will have any right or interest in any provision of this MOU or as a result of any action or inaction of any party in connection with this MOU.
13. Remedy. The sole remedy for violation of this MOU is specific performance of this MOU. The County and Recipient waive their respective rights to trial by jury of any claim or cause of action arising out of this MOU. The County and Recipient have no liability for damages to one another or to any other person or entity resulting from any violation of this MOU.
14. Authorization. Recipient, or the representative(s) signing this MOU on behalf of Recipient, represents and warrants that it has full power and authority to enter into this MOU and to perform the obligations set forth herein.

15. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.

The parties are signing this MOU as of the Effective Date.

CONTRA COSTA COUNTY

RECIPIENT

By: _____
Name
Title

By: Joy Walker
Name Joy Walker
Title Recreation Supervisor

SCHEDULE 1
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2022
SERVICE PLAN

Recipient: CITY OF PITTSBURG
Project Name: Senior Center Health Fair/Winter Ball/Fashion Show

Project Description

The project is in three components 1, Health Fair 2, Fashion Show 3, Winter Ball each one of the events has a very unique feel to it with senior in mind .The events provide seniors the opportunity to socialize and physical move their body through song and dance . The Health Fair give the seniors a one stop shop for all there health needs. The Fashion Show bring senior out to show off their fashion and socialize . The Winter Ball is the main event of the year anyone who is 50 and older plus elected official attend.

Tasks to be Performed by Recipient

250 -350 seniors and their caregivers will attend the Health Fair. 180 - 200 seniors will attend the Winter ball.

180 seniors will attend the Fashion Show.

Reporting

Recipient shall submit a progress report to the County's District 5 Supervisor, or his or her designee, by January 29, 2023, via the Benevity Grants web-based management platform. This report must provide updated information on the status of the Recipient's current KCMF allocation, Project milestones, Project objectives, and any modifications to the Project. Reports may include information on scheduling, personnel, budget projections, etc.

Recipient shall submit a final outcomes report to the County's District 5 Supervisor, or his or her designee, by July 30, 2023. This report must provide an assessment of how effective the Project was and indicate its results.

SCHEDULE 2
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2022
PAYMENT SCHEDULE

Recipient: CITY OF PITTSBURG
Project Name: Senior Center Health Fair/Winter Ball/Fashion Show
Total Reimbursement: \$10,000.00

Use of Keller Canyon Mitigation Funds

Program supplies (including decorations) and entertainment.

Payment Demands

Recipient shall submit a written demand(s) for payment on County Demand Form D-15 in the manner and form prescribed by County. This demand(s) shall document reimbursable expenditures that the Recipient has incurred during the Funding Period. It must also be accompanied with supporting documentation for the expenditures (e.g. receipts, timesheets, account statements, etc.). Recipient shall submit said demands for payment no later than 30 days from the end of the month in which the MOU services, upon which such demand is based, were actually rendered. Upon approval of payment demands by the head of the County department for which this MOU is made, or his or her designee, County will make payments as specified in Recitals E above.

Other Requirements

Recipient will ensure recognition of the Keller Canyon Mitigation Fund in providing services through this MOU.

The use of Keller Canyon Mitigation Funds for political advocacy is prohibited. Furthermore, Recipient warrants that all goods and services under this MOU will be available to all qualified persons, regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation/preference, and that none will be used, in whole or in part, for religious worship.

For programs serving youth, Recipient is strongly encouraged to participate in the annual Contra Costa County Supervisorial District 5 sponsored Youth Conference and Empowerment Summit.

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

DATE: February 21, 2023

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

Mayor Scales-Preston called the regular meeting to order at 7:31 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA after convening in Closed Session at 6:10 P.M. for the following items:

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Section 54956.9(d)(2)

Number of cases: one

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION, Initiation of litigation pursuant to Section 54956.9(d)(4)

Number of cases: one

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

ROLL CALL

Member Lopez attended Closed Session but left at 6:20 P.M. and was absent and excused from the rest of Closed Session and the remainder of the meeting.

PLEDGE OF ALLEGIANCE

Chief Albanese led the Pledge of Allegiance.

PRESENTATION

3. Presentation by MCE

PROCLAMATIONS

4. Cesar Medrano
5. Brandon Carson

CITY MANAGER REPORTS/REMARKS

City Manager Evans announced upcoming City events.

PUBLIC COMMENTS

Ivan Villanueva, Pittsburg, asked for help with flooding issues in his neighborhood.

Wolfgang Croskey, Pittsburg, also noted ongoing flooding problems in Mr. Villanueva's neighborhood.

COMMITTEE REPORTS

Member Killings attended the Public Safety subcommittee, the Economic Development subcommittee and the Los Medanos Healthcare Advisory committee meeting.

Vice-Mayor Banales attended the Finance subcommittee meeting along with the Mayor.

Mayor Scales-Preston attended the MCE board meeting.

CONSIDERATION

9. Adoption of a City Council Resolution to Accept Project 1200—California Theatre Balcony Level Occupancy as Complete and Authorize Filing the Notice of Completion

On Motion by Member Killings, seconded by Vice-Mayor Banales to adopt and carried by the following vote:

AYES: Adams, Banales, Killings, Scales-Preston
ABSENT: Lopez

10. Adoption of a City Council Resolution Authorizing the Application for a Bay Area Air Quality Management District Charge! Grant

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

AYES: Adams, Banales, Killings, Scales-Preston
ABSENT: Lopez

11. Adoption of a City Council Resolution Accepting the Plans and Specifications and Authorizing Award of Project 4066, 2022/2023 CDBG ADA Curb Ramp Installation Project

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

AYES: Adams, Banales, Killings, Scales-Preston
ABSENT: Lopez

12. Adoption of a City Council Resolution to Establish the 2023/2024 Annual Stormwater Utility Area Fee

On Motion by Member Adams, seconded by Vice-Mayor Banales to adopt and carried by the following vote:

AYES: Adams, Banales, Killings, Scales-Preston
ABSENT: Lopez

CONFLICT OF INTEREST STATEMENT

There were no conflicts of interest statements.

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

On Motion by Member Killings, seconded by Vice-Mayor Banales to adopt and carried by the following vote:

AYES: Adams, Banales, Killings, Scales-Preston
ABSENT: Lopez

13. Minutes of February 6, 2023

14. Adoption of a City Council Resolution Rejecting All Bids for Project 3018–Police Department Security Fence

15. Adoption of a City Council Resolution Authorizing Execution of the Second Amendment to the Consultant Services Agreement with Cal Engineering & Geology, Inc. for Staff Augmentation Services

16. Receive and File the Treasurer's Report for the Quarter Ending December 31, 2022

17. Receive and File the Annual Comprehensive Financial Report (ACFR) for fiscal year ended June 30, 2022, and the Independent Accountants' Report on Agreed-Upon Procedures Applied to the Appropriations Limit Schedule (GANN)

18. Adoption of a City Council Ordinance Amending the Zoning Map to Establish a Limited Overlay District for Blue Wave Car Wash, Located at 1160 E. Leland Road, Pittsburg, CA, 94565, AP-21-1562 (RZ, UP, DR)

19. Adoption of a City Council Minute Order Ratifying Appointments to the Planning Commission, Community Advisory Commission, and Youth Advisory Commission

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Mayor Scales-Preston attended the Police Department's Award Ceremony and the Pittsburgh Youth Development Centers event.

ADJOURNMENT

The City Council adjourned at 8:57 P.M. to March 3, 2023.

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 Allocating Measure M Surplus Funds for the Contra Costa Transportation Authority StreetLight Data Subscription Service

MEETING DATE: March 6, 2023

EXECUTIVE SUMMARY

The Contra Costa Transportation Authority StreetLight program is a big data processor for transportation analytics. This service provides for more effective transportation planning, traffic engineering and operations, and supports smart cities and new modes of mobility.

FISCAL IMPACT

The two-year contract totals \$85,000 and will be funded by the Measure M Surplus.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution allocating Measure M Surplus funds for the Contra Costa Transportation Authority (CCTA) StreetLight Data Service Subscription for a term of two years.

BACKGROUND

On July 19, 2021, City Council received a presentation from the CCTA on the StreetLight Data Countywide Subscription service.

On August 30, 2021, the City signed Memorandum of Understanding (MOU) No. 80.09.02 for the City's subscription to the program through July 20, 2022.

On August 16, 2022, the City signed Amendment No. 1 to the MOU to extend the subscription through June 20, 2023.

SUBCOMMITTEE FINDINGS

This item was brought before the Infrastructure and Transportation Subcommittee on October 26, 2022.

STAFF ANALYSIS

StreetLight is a big data processor for transportation analytics. This service provides for more effective transportation planning, traffic engineering and operations, and supports smart cities and new modes of mobility.

All data received comes from cell phone and navigation analytics that describe the movement of groups of people. StreetLight uses inputs including location-based services data, GPS Data, Contextualized data (road, census, etc.), from road, rail, and bus networks. The program does not capture identifiable data from individual cell phone users.

The data is processed and contextualized using machine learning and algorithmic process to produce multimode travel patterns.

Together, the data lets traffic planners analyze how vehicles, bicycles, pedestrians, trucks, and bus and rail passengers move across virtually every road and Census block.

Common projects include active transportation, first and last mile studies, travel demand management, public safety, corridor studies, social equity studies, EV infrastructure planning, park and recreation visitor ship, and GHG emissions analysis.

ATTACHMENTS: Resolution
 MOU No. 80.09.02
 Amendment No. 1 MOU No. 80.09.02

Report Prepared By: Sharon Paz, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Allocating Measure M Surplus Funds)
for the Costa Transportation Authority)
StreetLight Data Subscription Service)

RESOLUTION NO. 23-

WHEREAS, on July 19, 2021, the City Council received a presentation from the Contra Costa Transportation Authority (CCTA) on the StreetLight Data Countywide Subscription service; and

WHEREAS, this service provides for more effective transportation planning, traffic engineering and operations, and supports smart cities and new modes of mobility; and

WHEREAS, StreetLight uses inputs including location-based services data, GPS data, and contextualized data that lets traffic planners analyze how vehicles, bicycles, pedestrians, trucks, and bus and rail passengers move across virtually every road and Census block; and

WHEREAS, on August 30, 2021, the City signed a Memorandum of Understanding (MOU) No. 80.09.02 for the City's subscription to the program through July 20, 2022, at a cost of \$45,000; and

WHEREAS, on August 16, 2022, the City signed Amendment No. 1 to the MOU to extend the subscription through June 20, 2023, at a cost of \$40,000; and

WHEREAS, on October 26, 2022, this item was brought before the Infrastructure and Transportation Subcommittee; and

WHEREAS, the City's cost share in the two-year subscription services totals \$85,000 and will be funded by the Measure M Surplus.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby allocates \$85,000 of Measure M Surplus funds for the CCTA StreetLight Data Subscription Service.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting the 6th day of March 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

MEMORANDUM OF UNDERSTANDING (MOU) NO. 80.09.02
BETWEEN
CITY OF CONCORD, CITY OF HERCULES, CITY OF LAFAYETTE, TOWN OF MORAGA, CITY OF ORINDA,
CITY OF PINOLE, CITY OF PITTSBURG, CITY OF SAN PABLO, AND CONTRA COSTA TRANSPORTATION
AUTHORITY FOR THE STREETLIGHT DATA AND SERVICES SUBSCRIPTION AND
COST SHARING COMMITMENT

This MOU commences on July 21, 2021 by and among the cities and towns listed immediately below, referred to herein individually as a “Jurisdiction” or collectively as “Jurisdictions,” and the Contra Costa Transportation Authority (CCTA), a California public agency with offices at 2999 Oak Rd #100, Walnut Creek, CA 94597.

Participating Jurisdictions:

- City of Concord
- City of Hercules
- City of Lafayette
- Town of Moraga
- City of Orinda
- City of Pittsburg
- City of Pinole
- City of San Pablo

The Jurisdictions and CCTA are referred to herein collectively as the “Parties” or individually as a “Party.”

WHEREAS, CCTA is interested in a countywide subscription for Location-based Big Data and Services to conduct transportation planning and operational analysis throughout the county; and

WHEREAS, CCTA plans to enter into a contract with StreetLight Data, Inc. (StreetLight Data) for a one-year period at a cost of \$502,500; and

WHEREAS, on or about July 21, 2021, CCTA plans to execute the Subscription Order Form (Subscription Order) included as Attachment A to this MOU, governing access to and use of StreetLight Data products; and

WHEREAS, CCTA negotiated a Master Data Access Agreement (Master Agreement) incorporated herein Attachment A to this MOU and, governing access to and use of StreetLight products on behalf of participating member agencies; and

WHEREAS, as part of the Master Agreement and Subscription Order, CCTA obtained ongoing customer services and technical support from StreetLight, as described in Exhibit A to Attachment A; and

WHEREAS, if additional jurisdictions desire to join the StreetLight Data subscription, the cost share for each current participating agencies will be adjusted accordingly to reflect the additional jurisdiction’s contributions; and

NOW, THEREFORE, IT IS HEREBY AGREED by the Parties of this MOU as follows:

1. PROJECT COSTS

The Parties have agreed to a cost-sharing model to cover the expense of the StreetLight Data services to be obtained by CCTA pursuant to the Subscription Order and Master Agreement (Attachment A) between StreetLight Data and CCTA. The total Project cost for one year of service is \$550,000. Taking into account CCTA's previous subscription proration amount of \$47,500, the resulting net total Project cost for one year of service totals \$502,500. The Parties each agree to contribute the following amounts for the Project.

Agency	Proportional Share
CCTA	\$360,000
City of Concord	\$45,000
City of Pittsburg	\$45,000
City of Hercules	\$15,000
City of San Pablo	\$15,000
City of Lafayette	\$10,000
Town of Moraga	\$5,000
City of Pinole	\$5,000
City of Orinda	\$2,500

2. CONTINUING PARTICIPATION AND COST SHARING

The initial term of services from StreetLight Data is one year, from July 21, 2021, through July 20, 2022. Beginning no later than April 21, 2022 (90 days prior to the expiration of the term), the Parties agree to negotiate in good faith to determine whether to continue services and to affirm their financial commitment. Any extension of services and associated financial commitment beyond the initial term shall be memorialized in the form of a written amendment to this MOU.

3. CCTA RESPONSIBILITIES

- A. CCTA will serve as the lead agency for the PROJECT and will retain StreetLight Data to provide the services described in Attachment A, attached hereto and incorporated herein, for the benefit of the Parties.
- B. CCTA will administer the user domains obtained through the subscription, as described in Attachment A, in collaboration with the Jurisdictions and CCTA's discretion. Each participating Jurisdiction will receive a minimum of two user domains for its use.
- C. No later than 90 days prior to the termination date of the StreetLight Data Master Agreement and Subscription Order, CCTA will conduct an evaluation of the services provided by StreetLight Data. CCTA will lead the review of services provided and, together with all Parties, determine whether to continue the services via amendment or subsequent MOU.

- D. CCTA will facilitate the provision of technical and logistical support to the Jurisdictions for the StreetLight InSight platform.
 - i. As described in Exhibit A to Attachment A, StreetLight Data will provide technical support relating directly to the StreetLight InSight Platform. CCTA will facilitate this support, by, for example, coordinating and scheduling training sessions.
 - ii. CCTA will provide adequate staffing to support the logistical operations of the Project relating to items such as funding and contract negotiation.

4. JURISDICTIONS RESPONSIBILITIES

- A. No later than 90 days prior to termination of the StreetLight Data Master Agreement and Subscription Order, the Jurisdictions will participate in a performance evaluation of services provided by StreetLight Data and a review of the usefulness of the Project and evaluate a continued funding commitment. Under no circumstances are the Jurisdictions obligated to continue providing funding under the StreetLight Data Master Agreement and Subscription Order for any renewal term without execution of an amendment to this MOU or a subsequent MOU.
- B. Should a jurisdiction decide to opt out at the end of a term, the remaining jurisdictions will adjust the costs proportionately.
- C. Each Jurisdiction agrees to actively advance the continued successful operation, maintenance, and growth of the Project on a cost effective, operationally efficient and coordinated basis.
- D. Each Jurisdiction agrees to designate a single point of contact for logistical and technical coordination between Parties.
- E. Each Jurisdiction understands that any additional consultant services for the benefit of the Jurisdiction will be at the Jurisdiction's discretion and expense, and such additional services are not included in this MOU.
- F. Each Jurisdiction understands that the StreetLight Master Agreement and Subscription Order provides access to the service for one year, and that access to subsequent years is subject to the Parties' performance evaluation of services provided, the desire to continue the services by the Parties, and the continued availability of funding from the Parties. Each Jurisdiction understands and agrees that CCTA may choose to not renew the StreetLight Data Master Agreement and Subscription Order at the conclusion of the one-year period of services if there is inadequate funding or a lack of consensus regarding satisfactory performance.
- G. Each Jurisdiction agrees to adhere to the responsibilities in Section 5, Party Responsibilities.

5. PARTY RESPONSIBILITIES

- A. All Parties agree to terms and conditions set forth in the StreetLight Subscription Order Form and Master Data Access Agreement, particularly limitations on access and use of data and services, the confidentiality obligations and indemnification clauses, as described in Sections 2, 6, and 8.1 of the StreetLight Data Master Agreement. Such limitations and obligations are incorporated by reference into this MOU as if they were forth fully herein.
- B. The Parties understand that following execution of the StreetLight Data Master Agreement and Subscription Order, the Project will begin as soon as possible and up to the discretion of CCTA.

6. TERM/TERMINATION

The Parties understand and agree that the one-year StreetLight Data subscription will begin July 21, 2021 and will terminate July 20, 2022, unless further extended through an amendment to this . Jurisdictions may opt out of this MOU with 30 days written notice MOU by mutual written agreement of the Parties wishing to move forward prior to the subscription termination date.

7. METHOD OF PAYMENT

Each Jurisdiction will select one of the methods of payment described below and indicate its preferred method of payment on the signature page of this MOU.

- A. Each Jurisdiction agrees to reimburse CCTA for expenses for the Project in the amount specified for the relevant Jurisdiction in Section 1. CCTA will submit one invoice to each Jurisdiction, accompanied by the paid invoice issued by CCTA to StreetLight Data, as documentation that services were paid for by CCTA. Upon receipt of the invoice and accompanying documentation, the Jurisdiction will pay the proportional share specified in Section 1 and claimed under the invoice, within thirty (30) days of receipt of the invoice, delivered or mailed to the Jurisdiction at the address indicated on the signature page of this MOU, or
- B. The Jurisdiction agrees that CCTA will deduct the expenses for the Project in the amount specified for the relevant Jurisdiction in Section 1 from the Measure J disbursement to each Jurisdiction by CCTA. The Jurisdiction agrees that CCTA may continue such deductions in future years, if the Jurisdiction remains a participant in an amended or successor MOU.

8. NOTICES

All notices required under this MOU shall be in writing and delivered in person or mailed to each Party at its respective address indicated on the signature page for each Party.

9. RELATIONSHIP OF THE PARTIES

It is understood that StreetLight Data is an Independent Consultant to CCTA, and that CCTA is facilitating access to the services and data products, and this MOU is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever among the Parties or StreetLight Data.

10. ASSIGNMENT

No Party may assign, transfer, or otherwise substitute its interest or obligations in this MOU without the prior written consent of the other Parties.

11. DISPUTE RESOLUTION

Should any dispute arise out of this MOU, including but not limited to claims that any of the Parties failed to meet its obligations established by this MOU, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator,

if any, shall be paid for by each Party on an equal basis. No Party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediation resolution. Each Party will bear its own attorneys' fees in connection with the mediation, if any. Should the Parties not resolve the dispute through mediation, all Parties retain their rights to pursue remedies in court.

12. HOLD HARMLESS/INDEMNITY

- A. It is understood and agreed that each Party will fully defend, indemnify, and save harmless the other Parties and all of their board members, council members, commissioners, officers, agents, and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the indemnifying Party and/or its agents under this MOU or related to its access to or use of data or services provided pursuant to the StreetLight Data Master Agreement or Subscription Order.
- B. This Section 12 will survive termination or expiration of this MOU.

13. COMPLIANCE WITH ALL LAWS

The Parties must comply with all applicable laws and regulations at all times.

14. LIMITATION ON LIABILITY

No Party will be liable for any other Party's use, modifications, or re-use of products for any purpose other than those specifically intended pursuant to this MOU and/or the StreetLight Data Master Agreement and Subscription Order.

15. GENERAL PROVISIONS

- A. This MOU, including Attachment A attached hereto and incorporated herein by reference, constitute the sole agreement of the Parties with regard to the matters covered in this MOU, and correctly states the rights, duties, and obligations of each Party as of the document's date. Any prior agreement, promises, negotiations or representations between the Parties not expressly stated in this MOU are not binding. All subsequent amendments shall be in writing and signed by the Parties. In the event of a conflict between the terms, conditions or specifications set forth herein shall prevail.
- B. Headings in this MOU are for convenience only and not intended to define, interpret, or limit the terms and conditions herein.
- C. This MOU is intended for the sole benefit of the Parties and is not intended to nor shall be construed to confer any benefit or create any right in any third party.
- D. If any provision of the MOU or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such provision to persons, entities, or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this MOU shall be valid and be enforceable to the fullest extent permitted by law.
- E. This MOU may be executed in one or more counterparts, each of which shall be considered an original and all of which shall constitute a single instrument.

- F. Each Party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this agreement and to bind each respective Party.

16. GOVERNING LAW

This MOU will be governed by the laws of the State of California, and any suit or action initiated by any Party must be brought in the County of Contra Costa, California.

Contra Costa Transportation Authority:

By: _____

Title: Teresa Gerringer, Authority Chair

Date: _____

Contra Costa Transportation Authority (as to form)

By: _____

Title: Tarienne Grover, Clerk of the Board

Date: _____

All notices shall be made to the following address and point of contact:

To: Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597
Attention: John Hoang, Director, Planning
Email: jhoang@ccta.net

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City of Concord:

By: _____

Title: Valerie Barone, City Manager

Date: _____

All notices shall be made to the following address and point of contact:

To: City of Concord
1950 Parkside Drive
Concord, CA 94519
Attention: Abhishek Parikh, Transportation Manager
Email: abhishek.parikh@cityofconcord.org

Method of Payment: Invoice: \$40,000 and Measure J: \$5,000

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City of Pittsburg:

By: _____

Title: Richard Abono, Director of Public Works/City Engineer

Date: _____

All notices shall be made to the following address and point of contact:

To: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: Nhat Phan, Associate Engineer
Email: nphan@ci.pittsburg.ca.us

Method of Payment: Invoice

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City of Hercules:

By: _____

Title: Robert Reber, Community Development Director

Date: _____

All notices shall be made to the following address and point of contact:

To: City of Hercules
111 Civic Drive
Hercules, CA 94547
Attention: Robert Reber
Email: rreber@ci.hercules.ca.us

Method of Payment: Measure J

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City of San Pablo:

By: _____

Title: Matt Rodriguez, City Manager

Date: _____

All notices shall be made to the following address and point of contact:

To: City of San Pablo
1000 Gateway Ave.
San Pablo, CA 94806
Attention: Allan Panganiban, Senior Civil Engineer
Email: AllanP@sanpabloca.gov

Method of Payment: Measure J

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City of Lafayette:

By: _____

Title: Niroop Srivatsa, City Manager

Date: _____

All notices shall be made to the following address and point of contact:

To: City of Lafayette
3675 Mt. Diablo Blvd., Suite 210
Lafayette, CA 94549
Attention: Mike Moran, Director of Engineering and Public Works
Email: mmoran@lovelafayette.org

Method of Payment: Invoice

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Town of Moraga:

By: _____

Title: Afshan Hamid, Planning Director

Date: _____

All notices shall be made to the following address and point of contact:

To: Town of Moraga
329 Rheem Blvd.
Moraga, CA 94556
Attention: Brian Horn
Email: bhorn@moraga.ca.us

Method of Payment: Invoice

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City of Orinda:

By: _____

Title: David Biggs, City Manager

Date: _____

All notices shall be made to the following address and point of contact:

To: City of Orinda
22 Orinda Way
Orinda, CA 94563
Attention: Jason Chen, City Engineer
Email: jchen@cityoforinda.org

Method of Payment: Invoice

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City of Pinole:

By: _____

Title: Andrew Murray, City Manager

Date: _____

All notices shall be made to the following address and point of contact:

To: City of Pinole
2131 Pear Street
Pinole, CA 94564
Attention: Misha Kaur, Senior Project Manager
Email: mkaur@ci.pinole.ca.gov

Method of Payment: Measure J

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Planning Committee **STAFF REPORT**

Meeting Date: July 07, 2021

Subject	Authorization to Execute Agreement No. 569 with StreetLight Data, Inc. (StreetLight) for a Countywide Multimode Regional License (Multi-Domain License) and Enter into a Memorandum of Understanding (MOU) with Cities Participating in the Cost Share for the License
Summary of Issues	In September 2020, the Authority Board entered into an agreement with StreetLight enabling access to travel data to perform complex technical analyses specific to the Interstate 680 (I-680) corridor. Staff has determined that there are benefits to attaining similar data covering the whole county and seeks to enter into a new one-year Countywide License with StreetLight. In addition, to share the cost of the Countywide License, <u>eightseven</u> cities have agreed to participate in a joint Cost Share model enabling those cities to access data at a cost-effective approach for all participants.
Recommendations	Staff seeks authorization for the Chair to execute Agreement No. 569 with StreetLight, in an amount not-to-exceed \$502,500, for a Multi-Domain License, including Vehicle Miles Traveled (VMT) monitoring services with monthly updates and application support package services for 100 hours, and allow the Executive Director or designee to make any non-substantive changes to the language. Staff also seeks authorization for the Chair to enter into an MOU with the <u>eightseven</u> cities participating in the Cost Share for the Countywide License and authorize the Executive Director or designee to negotiate the final scope and terms of

	the MOU prior to its execution by all parties, subject to Legal Counsel approval.
Staff Contact	John Hoang
Financial Implications	The total cost for the one-year Multi-Domain License is \$502,500 and will be funded by a combination of \$350,000 from Planning Measure J (OCP 18a) and \$152,500 from seven participating jurisdictions.
Options	The Authority Board could elect to not approve this agreement.
Attachments (See PC Packet dated 7/7/21)	A. Agreement No. 569 (StreetLight Subscription Order and Master Data Agreement) B. Draft Memorandum of Understanding
Changes from Committee	<i>None</i>

Background

In September 2020, the Authority Board authorized the execution of an agreement with StreetLight, in the amount of \$150,000, for one year to provide mobility data services for the *Innovate 680* (Project 8009). The StreetLight platform is a Location-Based Big Data (geospatial data) and services that can be used to conduct transportation planning and analysis tool to support projects such as: core transportation behavior, traffic analysis, traffic count, before/after analysis, operations and congestion management, and other robust transportation analyses.

Jurisdictions within Contra Costa County utilize StreetLight, typically on a pay per use or project-by-project basis, purchased by the consultant. The cost can range from \$20,000 to \$50,000 per project, depending on the type of analyses being performed. Jurisdictions can also choose to pay for individual annual citywide subscription that would cost \$99,000 per jurisdiction. If all 20 jurisdictions in Contra Costa County choose to individually subscribe, then the total cost would be \$2,000,000.

Last year, Authority staff reached out to the Regional Transportation Planning Committees

(RTPCs) followed by a survey to the 20 jurisdictions and transit agencies seeking interest regarding participation in a joint subscription to share the cost of a countywide subscription to StreetLight. Presentations were also made to the Planning Directors and City/County Engineer groups earlier this year, soliciting interest from the jurisdictions to participate. A total of ~~eightseven~~ (87) jurisdictions responded expressing interest with joining in the cost share for the countywide subscription.

The total cost for one year of service is \$550,000. The Authority previously paid \$47,500, resulting in a net total cost of \$502,500 for one year of service, for the entire region within Contra Costa County boundaries, including the 19 cities/towns and unincorporated Contra Costa County. The subscription amount with StreetLight is ~~\$502,000~~\$502,500. Please see Attachment A for the Subscription Order Form and the accompanying Master Data Access Agreement.

The contributions share for each of the current participating jurisdictions depends on the population, divided roughly into three tiers: large, medium, and small. The proportionate cost share are as follows:

- Large (population > 60,000): \$40,000 - \$50,000
- Medium (20,000 – 60,000): \$20,000 - \$30,000
- Small (< 20,000): \$2,500 - \$10,000

The final cost for each participating jurisdiction would be determined based on the total number of participants. The cost share breakdown, considering the Authority's proration, is as follows:

Agency Proportional Share

Authority	\$ 345 50,000
City of Concord	\$45,000
City of Pittsburg	\$45,000
City of Hercules	\$30,000
City of San Pablo	\$15,000
City of Lafayette	\$10,000
Town of Moraga	\$5,000
<u>City of Pinole</u>	<u>\$5,000</u>

City of Orinda	\$2,500
Total	\$502,500

All participating jurisdictions will enter into a joint Memorandum of Understanding (MOU) with the Authority, which will identify the cost share to each participant. A Draft MOU with the ~~eight~~seven jurisdictions is included as Attachment B. The Authority's goal is to have as many cities/towns participate as possible, therefore, if additional jurisdiction would like to join, the cost for each participating jurisdiction will adjust accordingly. Since the Planning Committee meeting, the City of Pinole expressed interest in participating in the subscription to StreetLight.

Staff seeks authorization for the Chair to execute Agreement No. 569 with StreetLight, in an amount not-to-exceed \$502,500, for a Multi-Domain License, including VMT monitoring services with monthly updates and application support package services for 100 hours.

StreetLight InSight® Subscription Order Form

This *StreetLight InSight* Subscription Order Document (the “Subscription Order” or “Order”) and the corresponding StreetLight Data Master Data Access Agreement (the “Agreement”) between StreetLight Data, Inc. (“StreetLight”) and Customer (as defined below) is entered into as of the date of last signature below (“Effective Date”) and governs Customer’s access to and use of the Data Products. Undefined capitalized terms used in this Subscription Order will have the meanings set forth in the Agreement.

Customer Legal Name:

Contra Costa Transportation Authority

Entity Type:

Public Agency

State of Incorporation

California

Billing Contact Name:

Timothy Haile

Billing Address
 2999 Oak Road, suite 100
 Walnut Creek, CA 94597
 United States
Billing Email:thaile@ccta.net**Main Contact Name:**

Timothy Haile

Main Contact Title:

Executive Director

Main Contact Phone:

(925) 256-4735

Main Contact Email:thaile@ccta.net

Under the terms of the Agreement, attached hereto, of which this Subscription Order is a part, Customer agrees to license and StreetLight Data agrees to provide access to the following Data Products in the indicated quantity and at the indicated pricing in U.S. Dollars:

Subscription Services

INCLUDED	# of Units	Geographical Region	Price
✓ MULTI DOMAIN MULTI MODE	as needed	Contra Costa County	\$634,000.00
✓ VMT MONITOR	monthly	Contra Costa County	\$106,000.00
✓ APPLICATION SUPPORT (Unused Credits will roll over to years 2 & 3)	11 Credits		\$40,000.00
✓ MULTI-YEAR DISCOUNT (VALID IF SIGNED ON OR BEFORE 07/31/2021)			-
✓ SUBTOTAL (TOTAL FOR YEARS 2 & 3)			\$230,000.00
✓ PREVIOUS SUBSCRIPTION PRORATION (DISCOUNT VALID FOR THE INITIAL TERM IF THE ORDER IS SIGNED ON OR BEFORE 07/31/2021.)			-\$47,500.00
✓ INITIAL TERM TOTAL		Contra Costa County	\$502,500.00

Product Special Terms

Users of Customer, Users of Customer’s participating local cities and agencies, and up to thirty (30) Users of Customer’s Named Consultants, may create an unlimited number of Zones within Contra Costa County, California, and may include pass-through Zones to capture trips originating or ending outside of the authorized geographic area for governmental transportation planning and operational analysis.

Notwithstanding anything to the contrary contained herein, Customer represents and warrants: a) it has the full power, capacity and authority to enter into and perform this Agreement; and b) its performance of this Agreement does not violate or conflict in any material way with any agreement to which Customer is a party.

StreetLight Data acknowledges that Customer will be providing access to the Data Products and Subscribed Output to its member agencies. Customer will be responsible for ensuring that each member agency agrees, in writing, to the restrictions on use and access set forth in Section 2 of the Agreement.

StreetLight Data will provide Customer the customer support and training described in the “StreetLight Customer Support & Training”, attached hereto as Exhibit A, and incorporated herein by reference. StreetLight Data will provide standard customer support to Customer and member agencies during the Term, however Customer will be responsible for coordinating customer support with member agencies and facilitating member agency participation in webinars and in-person training.

Customer Input Files

Customer will provide input Zones containing the boundaries of the Zones and directionality designation (if necessary) either via spatial files or via the *StreetLight InSight* Web Application. A Zone can be a road segment, a TAZ or any other geospatial shape as defined by Customer. StreetLight Data may modify Zones to improve Metric results.

Delivery

Delivery via *StreetLight InSight* Web Application, and as .csv files.

Term

As of the Effective Date for an initial term of one (1) year, and shall automatically renew for up to two (2) additional one-year terms, unless either party delivers to the other, not less than ninety (90) days prior to the expiration of the then current term, written notice of such party’s intent to not renew the Agreement.”

Payment Terms

Payment due within thirty (30) days of the Effective Date. Payment is accepted by check or ACH/EFT.

StreetLight Data Preferred Payment Method: ACH/EFT

Silicon Valley Bank
3003 Tasman Drive, Santa Clara, CA 95045
Bank Routing Number: 121140399
Bank Account Name: Streetlight Data, Inc.
Bank Account Number: 3302210206
Remittance Notification Email: ar@streetlightdata.com

Please remit payment, if by check to:
StreetLight Data, Inc.
DEPT CH 17111
Palatine IL 60055-7111

Notices

Any notices under this Agreement will be directed, if to Customer, to the Main Contact listed above, and if to StreetLight Data, at:

Laura Schewel, Chief Executive Officer,
StreetLight Data, Inc.
677 Harrison St.
San Francisco CA 94107
Email: orders@streetlightdata.com

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS SUBSCRIPTION ORDER DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE]

IN WITNESS WHEREOF, this Subscription Order has been executed by the parties through their duly authorized officers.

StreetLight Data, Inc.**Contra Costa Transportation Authority**_____
SIGNATURE:_____
Laura Schewel_____
NAME:_____
CEO_____
TITLE:_____
DATE:_____
SIGNATURE:_____
NAME:_____
TITLE:_____
DATE:

ATTEST

Tarienne Grover: Clerk of the Board

APPROVED AS TO FORM

David H. McCray: Legal Counsel for Contra Costa Transportation Authority

MASTER DATA ACCESS AGREEMENT

This MASTER DATA ACCESS AGREEMENT (this “Agreement”) is made as of the Effective Date in the corresponding Subscription Order, (the “Effective Date”) by and between **STREETLIGHT DATA INC.**, a Delaware corporation, with its principal offices located at 677 Harrison Street, San Francisco, California 94107, (“StreetLight”) and **CUSTOMER**, Contra Costa Transportation Authority, a California public agency with offices at 2999 Oak Rd # 100, Walnut Creek, CA 94597, (“Customer”). In connection with this Agreement, Customer has entered into a corresponding Subscription Order for access to the Data Products, the terms of which are incorporated by reference herein.

Background:

WHEREAS, StreetLight owns or has the rights to the Data Products (as defined below) and offers subscription based access to the Data Products;

WHEREAS, Customer desires to obtain a subscription to access and use the Data Products in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants made herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement:

1. DEFINITIONS.

1.1 “Data Products” means StreetLight’s proprietary compilations of geospatial materials created from StreetLight’s data analytics technology platform and software (StreetLight Route Science® and StreetLight Insight®) including but not limited to polygons, attributes, latitudes/longitudes, and metrics.

1.2 “Subscribed Output” means the materials generated for Customer as output as specified in a Subscription Order.

1.3 “Subscription” means Customer’s access to StreetLight’s Data Products and the purchase and use of StreetLight’s Subscribed Output under the terms of this Agreement and any applicable Order.

1.4 “Subscription Order” or “Order” means the corresponding ordering document entered into between the parties which specifies the Subscribed Products to be accessed, the scope of access, permitted use, and any special restrictions.

1.5 “User(s)” means a specific individual or individuals (e.g., an employee or named consultant contractor of Customer) designated by Customer and permitted to access the Data Products and receive and use the Subscribed Output on behalf of Customer under a specific Subscription Order.

2. STRUCTURE; ACCESS.

2.1 Scope of Agreement. This Agreement consists of the general terms and conditions set forth in this document and in the Order. The performance of the Order is subject to the general terms and conditions of this Agreement. In the event of any conflict between the general terms and conditions set forth in this Agreement and those in the Order, the terms and conditions in the Order shall control.

2.2 Access. StreetLight grants to Customer, for the subscription term specified in the applicable Order, a non-exclusive royalty-free license to access the Data Products and purchase the Subscribed Output for governmental transportation planning, operational analyses, project preparation and funding requests.

2.3 Identification of Users. Customer shall identify the Users to StreetLight and shall supply only Users identified to StreetLight with access to the Data Products and Subscribed Output. Customer shall supply Users access to the Data Products and Subscribed Output only in accordance with the provisions of this Agreement.

2.4 Limitations on Access. Customer shall not: (a) sell, lease or sublease access to the Data Products; (b) copy, decompile, or reverse engineer any portion of the Data Products; (c) use the Data Products to provide third party processing services to other parties, commercial timesharing, rental or sharing arrangements, or on a “service bureau” basis; (d) remove any StreetLight titles, trademark symbols, copyright symbols and restrictive legends; (e) bypass or disable any protections that may be put in place to provide security for the Data Products or to protect against unlicensed use of the Data Products; (f) use the Data Products to store, transmit or produce infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (g) introduce into the Data Products, or use the Data Products to transmit, viruses, Trojan horses and other harmful or malicious code; (h) interfere with or disrupt the integrity or performance of the Data Products or third-party data contained therein; or (i) use the Data Products with any products, systems, or applications for or in connection with (1) real time navigation or route guidance, including but not limited to turn-by-turn route guidance that is synchronized to the position of a User's or a third party's sensor-enabled device; or (2) any systems or functions for automatic or autonomous control of vehicle behavior.

2.5 Reasonable Precautions. Customer shall implement, and shall take measures to maintain, commercially reasonable and appropriate administrative, technical, and physical security safeguards designed to: (i) ensure compliance with the limitations in Section 2.4; (ii) protect against anticipated threats or hazards to the security or integrity of the Data Products; and, (iii) protect against unauthorized access or use of the Data Products.

2.6 No Re-identification. With respect to the use of the Subscribed Output, Customer represents and warrants that: (i) it does not have the ability to use the Subscription and the Subscribed Output to determine the identity of any specific person; (ii) it shall make no attempt to obtain data permitting it to use the Subscription and the Subscribed Output to determine the identity of any person; and (iii) it will make no such identification.

2.7 Excess Use. If Customer exceeds its permitted use of the Subscription, Customer will promptly notify StreetLight and within thirty (30) days after it becomes aware of such excessive use: (i) disable unpermitted or excess use; or (ii) purchase additional subscriptions. StreetLight may review Customer's use of the Subscription, and Customer shall provide reasonable assistance, to verify Customer's compliance with the Agreement. StreetLight may suspend Customer's use of the Subscription after giving thirty (30) days' written notice of non-compliance identified in such review, in addition to any other rights or remedies StreetLight may have, unless such excess use is cured within the thirty (30) days from the date of the written notice.

3. EFFORTS AND ADDITIONAL SERVICES.

3.1 Efforts. StreetLight will use commercially reasonable efforts to provide the access and permitted use of the Subscribed Output to Customer as set forth in the applicable Subscription Order. Any addition to the list of Subscribed Output or changes to the access and permitted use of the Subscribed Output will be described in amendments to the Subscription Order, which will be effective when signed by a representative of each party who is authorized to execute contracts. Upon execution by both parties, an amendment to the Subscription Order will become a part of this Agreement.

4. COMPENSATION; PAYMENT TERMS; TAXES.

4.1 Except as expressly set forth in the applicable Order: (a) Subscription fees are invoiced yearly in advance, and (b) Customer shall pay each invoice in full within thirty (30) days after receipt of invoice in U.S. dollars. If Customer is delinquent in payment of amounts for the services owed hereunder, StreetLight may give notice to Customer of such delinquency and, in such case, Customer will have thirty (30) days from receipt of StreetLight's written notice to cure the delinquency.

4.2 Customer will promptly notify StreetLight of any amounts disputed in good faith. The parties will make a good faith attempt to amicably resolve any disputes regarding amounts billed.

4.3 All charges will be exclusive of any taxes and Customer shall be financially responsible for all sales or services taxes that are assessed on the Subscription or the use of the Subscribed Output, excluding any withholding or taxes based upon StreetLight's income.

5. PROPRIETARY RIGHTS.

5.1 Ownership. As between StreetLight and Customer and excepting the rights expressly conferred upon Customer under this Agreement, all rights, title, and interest in and to all intellectual property rights in StreetLight's Confidential Information and the Data Products, but not including the Subscribed Output, are owned exclusively by StreetLight. As between StreetLight and Customer, all Subscribed Output (not including any part of StreetLight's Confidential Information, and Data Products that may be incorporated into such Subscribed Output) shall be deemed owned by Customer but Customer expressly acknowledges that the Subscribed Output may not be unique and may be substantially similar in whole or part to results produced for another StreetLight customer requesting similar analysis and product using similar data sources. StreetLight shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Data Products any suggestions, enhancements, recommendations or other feedback provided by Customer.

5.2 No Implied License. Except for the limited license set forth in Section 2.2, and except that the Subscribed Output (not including any part of StreetLight's Confidential Information and Data Products that may be incorporated into such Subscribed Output) shall be owned by Customer, StreetLight reserves all rights in the Data Products and any related StreetLight Confidential Information or intellectual property.

6. CONFIDENTIALITY.

6.1 Definition.

(a) "Confidential Information" means the proprietary information, technical data, trade secrets or know-how, including, but not limited to, ideas, works of authorship, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by a party or a party's affiliate (collectively, the "Disclosing Party") either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment to the other party (the "Receiving Party").

(b) Notwithstanding anything to the contrary herein, any data relating to Customer operations which is provided by Customer, will be deemed to be Confidential Information.

(c) Confidential Information does not include information which (i) has become publicly known and made generally available through no wrongful act of the Receiving Party, (ii) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure, (iii) was developed independently without the use of any Confidential Information, or (iv) was already in the Receiving Party's possession at the time of disclosure from a source other than the Disclosing Party and without any obligation of confidentiality.

6.2 Non-Disclosure. Confidential Information may be used by the Receiving Party solely for the purpose for which it is disclosed to the Receiving Party, and as permitted under this Agreement, and may not be used for any other purpose. StreetLight shall hold all data and information input by Customer or provided to StreetLight by Customer in Customer's use of the Data Products to which StreetLight has access in confidence without limitation and may not use or disclose any of it without Customer's written consent. During the term of this Agreement and for a period of five (5) years following the date of termination or expiration of this Agreement, the Receiving Party shall hold the Confidential Information in confidence and may not use or disclose the Confidential Information, except as expressly permitted herein, without the prior written consent of the Disclosing Party, which consent may not be unreasonably withheld. The Receiving Party shall take all reasonable measures to protect the Confidential Information of the Disclosing Party from becoming known to the public or falling into the possession of persons other than those Representatives authorized to have any such Confidential Information, which measures shall include the

same degree of care that the Receiving Party uses to protect its own information of a similar nature, but in no event less than a reasonable degree of care. The Receiving Party may only disclose the Confidential Information to its Representatives who have a legitimate “need to know,” have been advised of the obligations of confidentiality under this Agreement and are bound in writing to obligations of confidentiality to Receiving Party no less stringent than those set out in this Agreement. For purpose of this Section 6, “Representative” means, with respect to the Receiving Party, its affiliates and its and their officers, directors, stockholders, members, partners, employees, financial and other advisors, attorneys, accountants, consultants and agents.

6.3 Required Disclosure. Nothing in this Agreement will prohibit the Receiving Party from disclosing Confidential Information of the Disclosing Party if legally required to do so by law, by judicial or governmental order or in a judicial or governmental proceeding (“Required Disclosure”); provided that Receiving Party shall: (a) where permitted, give the Disclosing Party reasonable notice of such Required Disclosure prior to disclosure; (b) reasonably cooperate with the Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto – such cooperation not to include delaying a Required Disclosure where Receiving Party is legally obligated to provide the requested records within a specified period; and (c) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

6.4 Equitable Relief. In the event of a breach or threatened breach of the foregoing confidentiality obligations by one Party, the other shall suffer immediate and irreparable harm for which, money damages shall be impossible to calculate and be inadequate compensation. Accordingly, either party shall be entitled to seek an injunction, restraining order or other equitable relief to enforce compliance with the provisions hereof; provided, however, that no specification herein of any particular legal or equitable remedy shall be deemed or construed to prohibit either party from seeking or obtaining any other remedy under this Agreement, at law or in equity.

7. NO WARRANTIES.

THE DATA PRODUCTS ARE PROVIDED “AS IS” WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STREETLIGHT SPECIFICALLY DOES NOT WARRANT THAT THE DATA PRODUCTS WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

8. INDEMNIFICATION; LIMITATION OF LIABILITY; INSURANCE.

8.1 Indemnification.

(a) Customer hereby agrees to indemnify and defend StreetLight and its directors, officers, agents and employees, and hold them harmless, against any and all third party claims, suits, actions, loss, damages, liabilities, costs or expenses (including reasonable attorneys’ fees) to the extent arising out of: (i) Customer’s misuse of the Data Products; and (ii) Customer’s breach of its confidentiality obligations or any other material term of this Agreement.

(b) StreetLight hereby agrees to indemnify and defend Customer and its directors, officers, agents and employees, and hold them harmless, against any third party claims, suits, actions, loss, damages, liabilities costs or expenses (including reasonable attorneys’ fees) to the extent arising out of: (i) StreetLight’s infringement of any copyright or other intellectual property rights of any third party; and (ii) StreetLight’s breach of its confidentiality obligations under this Agreement. If the Data Products, or any portion thereof, becomes subject to any third party suit, claim, action or demand (“Claim”) or in StreetLight’s reasonable judgment is likely to become subject to a Claim alleging that it infringes, misappropriates or violates a third party’s intellectual property rights, StreetLight may within a reasonable time, at its sole option and expense, either: (i) secure for Customer the right to

continue the use of such item; (ii) replace such item with a substantially equivalent item not subject to any such Claim; (iii) modify such item so that it becomes no longer subject to any such Claim; or (iv) contest the Claim. If StreetLight determines, in StreetLight's reasonable discretion, that it is not commercially feasible to either procure the right to continued use of the applicable item or to replace or modify the applicable item as provided in clauses (i), (ii) or (iii) of the immediately preceding sentence, StreetLight may terminate access to the item and StreetLight's sole liability under this Section shall be to refund Customer all fees and expenses paid by Customer to StreetLight for such item. THIS SECTION 8.1 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY INFRINGEMENT CLAIMS AND ACTIONS.

8.2 Process. All of the foregoing indemnity obligations of StreetLight and Customer are conditioned on: (i) the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, provided that failure to give prompt notice shall not relieve the indemnifying party's obligation hereunder unless the indemnifying party's ability to defend the Claim is prejudiced in a material way by failure to give prompt notice; (ii) the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and (iii) the indemnified party reasonably cooperating and, at the indemnifying party's request and expense, assisting in such defense.

8.3 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT OF THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY.

EXCEPT FOR CLAIMS COVERED BY THE INDEMNIFICATION OBLIGATIONS IN SECTION 8.1 ABOVE, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE CONTRACT AMOUNT PAID BY CUSTOMER TO STREETLIGHT DURING THE PREVIOUS TWELVE (12) MONTHS. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

8.4 Insurance.

StreetLight will provide proof of: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Consultants providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-VII" rating according to the latest Best Key Rating unless otherwise approved by the Customer. The Customer, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on StreetLight's policies of Commercial General Liability and Automobile Liability insurance and such coverage provided to the Authority as an Additional Insured shall apply on a primary and non-contributory basis. Waiver of subrogation endorsements in favor of the Customer shall be provided on StreetLight's policies of Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability insurance.

9. TERM AND TERMINATION.

9.1 Term. This Agreement is effective as of the Effective Date and shall continue in full force and effect for a term of one (1) year.

9.2 Termination.

(a) If any breach of this Agreement or of a Subscription Order occurs, and such breach is not cured within thirty (30) days after written notice from the non-defaulting party, the non-breaching party shall have the right to terminate this Agreement or the affected Subscription Order by giving written notice of termination to the breaching party, which termination shall be effective thirty (30) days after receipt of such written notice of termination.

(b) Without limiting the general application of Section 9.2(a), if StreetLight reasonably believes that Customer is violating or has violated Sections 2.3, 2.5 or 2.6 in any material way, StreetLight may suspend Customer access to the Data Products immediately upon notice to Customer. If after good-faith discussion with Customer, StreetLight believes in its reasonable discretion that Customer is violating or has violated Sections 2.3, 2.5, or 2.6 in any material way, StreetLight may terminate this Agreement or any Order immediately upon notice to Customer.

(c) Customer may terminate this Agreement or any Subscription Order immediately upon notice to StreetLight if StreetLight becomes insolvent, is dissolved or liquidated, has a petition in bankruptcy, reorganization, dissolution or liquidation, or similar action filed by or against it, is adjudicated a bankrupt, has a receiver appointed for its business, or makes an assignment for the benefit of creditors.

9.3 Effect of Termination.

(a) Upon expiration or other termination of the Agreement or any Subscription Order for any reason, Customer shall stop using, and StreetLight shall stop providing the Subscribed Output or access to the Data Products, as the case may be. If the Agreement or a Subscription Order is terminated by Customer due to StreetLight's breach, then StreetLight shall refund to Customer, within thirty (30) days after the effective date of termination, all prepaid fees for the remaining portion of any terminated Subscriptions. If the Agreement or a Subscription Order is terminated by StreetLight due to Customer's breach, then Customer shall pay to StreetLight, within thirty (30) days after the effective date of termination, any unpaid fees for the terminated Subscription Order that would have been payable for the remainder of the Subscription Term after the effective date of termination.

(b) Any and all rates, fees and charges set forth in an Order shall be firm and binding for the Order term. In the event this Agreement expires or is terminated by Customer as permitted by Section 9.2, all of the Orders then in effect shall also terminate unless Customer expressly requests otherwise. In the event that Customer requests that one or more Orders not terminate as set forth in the preceding sentence, then the terms and conditions of this Agreement shall continue in full force and effect, and shall continue to apply, with respect to such Orders for the respective Subscription terms.

(c) Upon the expiration or termination of this Agreement for any reason, Sections 2.2-2.6, 5, 6, 7, 8, 9.3 and Section 10 of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. MISCELLANEOUS.

10.1 This Agreement will be governed by the laws of the State of California, without regard to the principles of conflicts of laws thereof.

10.2 This Agreement does not create a joint venture, partnership, employment relationship or other agency relationship between the parties.

10.3 StreetLight may refer to Customer in its marketing materials and on its website as a customer or client, provided that StreetLight does not disclose the nature of the services or products provided to Customer in a manner which identifies Customer, without Customer's prior written consent.

10.4 Any failure or delay on the part of either party in the exercise of any right or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege. All waivers and consents, if any, given hereunder shall be in writing.

10.5 Neither party shall assign this Agreement nor any of its rights, interests, privileges, licenses or obligations hereunder without the other party's prior written permission; Notwithstanding the foregoing either party may assign its rights hereunder to any successor in interest to all or substantially all of such party's assets to which this Agreement pertains.

10.6 The headings in this Agreement are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

10.7 In the event that any provision of this Agreement is found to be invalid, voidable or unenforceable by any court of law with competent jurisdiction, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall not affect either the validity of this Agreement or the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

10.8 Any rights and obligations which by their nature survive and continue after the end of this Agreement shall survive and continue and shall bind the parties and their successors and assigns, until such obligations are fulfilled.

10.9 This Agreement may be signed in one or more counterparts, each of which will be considered an original, but all of which together form one and the same instrument. Once signed, both parties agree any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original unless prohibited by law.

10.10 This Agreement and any Orders constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

10.11 Unless otherwise provided in this Agreement, all notices, requests, consents and other communications required or permitted under this Agreement will be in writing and will be sent to each party at the address set out in the preamble of this Agreement or any address later provided by such party. All notices will be sent by registered or certified mail, reputable overnight courier or by e-mail or fax with receipt confirmation. All notices sent by registered or certified mail will be deemed effective on the fifth day after deposit in the mail. All notices sent by overnight carrier or by fax or e-mail will be deemed effective the day after deposit or transmission, as applicable.

10.12 Pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for this Agreement.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

EXHIBITA

StreetLight Customer Care

DEDICATED ACCOUNT MANAGEMENT

The StreetLight Customer Success team helps agencies transition integrating Big Data analytics into their projects by onboarding users, engaging with users and leadership on a regular basis, and providing educational resources. CCTA will have a dedicated Customer Success team members assigned to their account who work to empower customers to fully leverage the StreetLight InSight® platform. Team members are knowledgeable about the transportation industry and work one-on-one with users, as well as organizational leadership, to ensure a worthwhile return on investment.

Typical Customer Success activities include:

- Dedicated subject matter expertise
- Regular subscription review meetings with agency leadership
- Onboarding and training sessions, both in-person and via webinar
- Regular communication on product updates
- Feedback sessions with users and leadership on desired product enhancements

At the start of the subscription, the Customer Success team will hold a kick-off call with the CCTA StreetLight sponsor and outline a timeline for onboarding and continuing activation of CCTA's users.

TECHNICAL PRODUCT SUPPORT

- StreetLight's North American-based Product Support Engineers will be available to CCTA users throughout the subscription term. The StreetLight Product Support team is available to answer questions daily, and team members are available during regular business hours across all time zones in continental North America to troubleshoot with users. Users can reach the team via a simple form on the online Help Center.
- StreetLight's Online Help Center contains 250+ articles that features FAQs, how-tos, best practices, tips & trips and more. Help Center content is regularly updated as we continue to add new functionality and Metrics to the StreetLight InSight® platform
- StreetLight Slack Community is a digital space for StreetLight customers across North America to connect, discuss, and share how they use StreetLight InSight® to solve their biggest transportation problems.

TRAINING

StreetLight maintains an online training portal that contains handcrafted content developed by our experts. This includes:

- **Guided eLearning courses:** Customized learning paths that introduce users to specific topics in bite-sized units. Our handcrafted courses are developed by our experts to help you learn what each feature is, when it's helpful, and how to use it.
- **Interactive live trainings:** Live, in-depth group training sessions that tackle everything from the fundamentals to tips and tricks, and more advanced topics. These sessions are interactive and include a live Q&A session with the StreetLight team.

In addition, the Customer Success team will work close with CCTA leadership to set up series of private live trainings specifically tailored for CCTA staff, participating local cities and agencies, and named consultants throughout the course of the subscription. The number and content of such sessions will be determined in consultation with CCTA leadership and feedback on needs from users of the account.

**AMENDMENT NO. 1 TO THE
MEMORANDUM OF UNDERSTANDING (MOU) NO. 80.09.02
BETWEEN
CITY OF CONCORD, CITY OF HERCULES, CITY OF LAFAYETTE, TOWN OF MORAGA, CITY OF ORINDA,
CITY OF PINOLE, CITY OF PITTSBURG, CITY OF SAN PABLO, CITY OF WALNUT CREEK, AND CONTRA
COSTA TRANSPORTATION AUTHORITY FOR THE STREETLIGHT DATA AND SERVICES SUBSCRIPTION
AND
COST SHARING COMMITMENT**

This Amendment to MOU 80.09.02 commences on July 21, 2022, by and among the cities and towns listed immediately below, referred to herein individually as a “Jurisdiction” or collectively as “Jurisdictions,” and the Contra Costa Transportation Authority (CCTA), a California public agency with offices at 2999 Oak Rd #100, Walnut Creek, CA 94597.

RECITALS

- A. WHEREAS, this Amendment add the City of Walnut Creek to the list of Participating Jurisdictions as shown below:

City of Concord
City of Hercules
City of Lafayette
Town of Moraga
City of Orinda
City of Pittsburg
City of Pinole
City of San Pablo
City of Walnut Creek

The Jurisdictions and CCTA are referred to herein collectively as the “Parties” or individually as a “Party.”

- B. WHEREAS, CCTA plans to exercise the option to extend the contract with StreetLight Data, Inc. (StreetLight Data) for an additional one-year period, effective July 21, 2022, through July 20, 2023 at a cost of \$502,500; and
- C. WHEREAS, on or about July 21, 2022, CCTA plans to renew the Subscription Order Form (Subscription Order) for an additional one-year term included as Attachment A to this MOU, governing access to and use of StreetLight Data products; and
- D. WHEREAS, as part of the Master Agreement and Subscription Order, CCTA extended the ongoing customer services and technical support from StreetLight, as described in Exhibit A to Attachment A; and

- E. WHEREAS, if additional jurisdictions desire to join the StreetLight Data subscription, the cost share for each current participating agencies will be adjusted accordingly to reflect the additional jurisdiction's contributions.

Now, therefore, based on the recitals set forth above which are included as part of this Amendment, the Parties do hereby agree as follows:

Section 1, Project Costs is amended as follows:

The Parties have agreed to a cost-sharing model to cover the expense of the StreetLight Data services to be obtained by CCTA pursuant to the Subscription Order and Master Agreement (Attachment A) between StreetLight Data and CCTA. The total Project cost for the second one-year of service is \$502,500. The Parties each agree to contribute the following updated amounts for the Project.

Agency	Proportional Share – Year 1 (2021/22)	Proportional Share – Year 2 (2022/23)
CCTA	\$360,000	\$335,000
City of Concord	\$45,000	\$40,000
City of Pittsburg	\$45,000	\$40,000
City of Walnut Creek	n/a	\$40,000
City of Hercules	\$15,000	\$10,000
City of San Pablo	\$15,000	\$15,000
City of Lafayette	\$10,000	\$10,000
Town of Moraga	\$5,000	\$5,000
City of Pinole	\$5,000	\$5,000
City of Orinda	\$2,500	\$2,500
TOTAL	\$502,500	\$502,500

Section 2, Continuing Participation and Cost Sharing is amended as follows:

The services from StreetLight Data are renewed for one year, from July 21, 2022, through June 20, 2023. Beginning no later than April 21, 2023 (90 days prior to the expiration of the term), the Parties agree to negotiate in good faith to determine whether to continue services and to affirm their financial commitment. Any extension of services and associated financial commitment beyond the initial term shall be memorialized in the form of a written amendment to this MOU.

Section 6, Term/Termination, is amended as follows:

The Parties understand and agree that the one-year renewal of the StreetLight Data subscription will begin July 21, 2022, and will terminate June 20, 2023, unless further extended through an amendment

to this MOU. Jurisdictions may opt out of this MOU with 30 days written notice by mutual written agreement of the Parties wishing to move forward prior to the subscription termination date.

All other provisions of the MOU shall remain in effect.

Contra Costa Transportation Authority:

By: _____

Title: Chris Kelley, Chair

Date: _____

Attest By: _____

Title: Tarien Grover, Clerk of the Board

Date: _____

Contra Costa Transportation Authority (as to form)

By: _____

Title: Jacob P. Duginski, Legal Counsel

Date: _____

All notices shall be made to the following address and point of contact:

To: Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Concord, CA 94519
Attention: John Hoang, Director, Planning
Email: jhoang@ccta.net

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City of Concord:

By: _____

Title: Valerie Barone, City Manager

Date: _____

All notices shall be made to the following address and point of contact:

To: City of Concord
1950 Parkside Drive
Concord, CA 94519
Attention: Abhishek Parikh, Deputy Public Works Director
Email: abhishek.parikh@cityofconcord.org

Method of Payment: _____
(Indicate "Invoice" or "Measure J deduction")

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City of Pittsburg:

By: _____

Title: Richard Abono, Director of Public Works/City Engineer

Date: _____

All notices shall be made to the following address and point of contact:

To: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: Nhat Phan, Associate Engineer
Email: nphan@pittsburgca.gov

Method of Payment: _____
(Indicate "Invoice" or "Measure J deduction")

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City of Hercules:

By: _____

Title: Tim Rood, Community Development Director

Date: _____

All notices shall be made to the following address and point of contact:

To: City of Hercules
111 Civic Drive
Hercules, CA 94547
Attention: Tim Rood
Email: trood@ci.hercules.ca.us

Method of Payment: _____
(Indicate "Invoice" or "Measure J deduction")

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City of San Pablo:

By: _____

Title: Matt Rodriguez, City Manager

Date: _____

All notices shall be made to the following address and point of contact:

To: City of San Pablo
1000 Gateway Ave.
San Pablo, CA 94806
Attention: Allan Panganiban, PW Director/City Engineer
Email: AllanP@sanpabloca.gov

Method of Payment: _____
(Indicate "Invoice" or "Measure J deduction")

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City of Lafayette:

By: _____

Title: Niroop Srivatsa, City Manager

Date: _____

All notices shall be made to the following address and point of contact:

To: City of Lafayette
3675 Mt. Diablo Blvd., Suite 210
Lafayette, CA 94549
Attention: Mike Moran, Director of Engineering and Public Works
Email: mmoran@lovelafayette.org

Method of Payment: _____
(Indicate "Invoice" or "Measure J deduction")

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Town of Moraga:

By: _____

Title: Afshan Hamid, Planning Director

Date: _____

All notices shall be made to the following address and point of contact:

To: Town of Moraga
329 Rheem Blvd.
Moraga, CA 94556
Attention: Brian Horn
Email: bhorn@moraga.ca.us

Method of Payment: _____
(Indicate "Invoice" or "Measure J deduction")

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City of Orinda:

By: _____

Title: David Biggs, City Manager

Date: _____

All notices shall be made to the following address and point of contact:

To: City of Orinda
22 Orinda Way
Orinda, CA 94563
Attention: Scott Christie
Email: schristie@cityoforinda.org

Method of Payment: _____
(Indicate "Invoice" or "Measure J deduction")

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City of Pinole:

By: _____

Title: Andrew Murray, City Manager

Date: _____

All notices shall be made to the following address and point of contact:

To: City of Pinole
2131 Pear Street
Pinole, CA 94564
Attention: Misha Kaur, Senior Project Manager
Email: mkaur@ci.pinole.ca.gov

Method of Payment: _____
(Indicate "Invoice" or "Measure J deduction")

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City of Walnut Creek:

By: _____

Title: Dan Buckshi, City Manager

Date: _____

All notices shall be made to the following address and point of contact:

To: City of Walnut Creek
1666 N. Main Street
Walnut Creek, CA 94596
Attention: Briana Byrne, Associate Traffic Engineer
Email: byrne@walnut-creek.org

Method of Payment: _____
(Indicate "Invoice" or "Measure J deduction")

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Authority Board **STAFF REPORT**

Meeting Date: July 20, 2022

Subject	NEW ITEM: Authorization to Renew Agreement No. 569 with StreetLight Data, Inc. (StreetLight) for a Countywide Multimode Regional License (Multi-Domain License) for an Additional One-Year Term and Execute Amendment No. 1 to the Memorandum of Understanding (MOU) with Cities/Town Participating in the Cost Share for the License
Summary of Issues	This item proposes a renewal of Agreement No. 569 between the Authority and StreetLight to renew the current agreement through July 20, 2023 in the amount of \$502,500 and proposes Amendment No. 1 to the MOU between the Authority and Cities/Town participating in the cost share for the license.
Recommendations	Staff seeks authorization for the Chair to renew Agreement No. 569 with StreetLight for an additional one-year term in the amount of \$502,500 for a Multi-Domain License. This renewal will extend the agreement termination date from July 20, 2022 to July 20, 2023. Staff also seeks authorization to execute Amendment No. 1 to the MOU with Cities/Town participating in the cost share for the license. This renewal to the MOU will extend the termination date from July 20, 2022 to July 20, 2023.
Staff Contact	John Hoang
Financial Implications	The renewal amount is \$502,500 for a one-year period and will be funded by a combination of \$335,000 from Planning Measure J (OCP 18a) and \$167,500 from nine participating

	jurisdictions. The Authority's approved Fiscal Year 2022-23 budget includes the resources to support this agreement, as well as account for the cost share revenue.
Options	1. Approve staff's recommendation. 2. Not approve staff's recommendation.
Attachments	A. Executed Agreement No. 569 (StreetLight Subscription Order and Master Data Agreement) B. Executed MOU No. 80.09.02 between Authority and eight cities/town for Year One C. Draft Amendment No. 1 to the MOU between Authority and nine cities/town for Year Two
Changes from Committee	N/A

Background

In July 2021, the Authority Board approved the execution of the Agreement No. 569 with StreetLight, in the amount of \$502,500, for an initial term of one-year effective July 21, 2021 through July 20, 2022 with an option to renew for up to two additional one-year terms, unless written notice is provided by either party at least 90 days prior to the expiration of the party's intent to not renew the Agreement (Attachment A). The Authority Board also approved the execution of the MOU between the Authority and eight cities/town to share the cost and enabling access to StreetLight service (Attachment B). Along with staff's recommendation, the eight jurisdictions that participated in the cost share for Year One have elected to continue with the StreetLight subscription for a second year.

Staff recommends renewing for a second one-year period, effective July 21, 2022 through July 20, 2023, for a subscription cost of \$502,500. For Year Two, in addition to the cities of Concord, Pittsburg, Hercules, San Pablo, Lafayette, Pinole, and the Town of Moraga, the City of Walnut Creek has been added, therefore, bringing the total number of jurisdictions participating to nine.

The contribution share for participating jurisdictions is based approximately on population. The final cost share breakdown summary for Year One and Year Two, including the Authority and each participating jurisdiction, is as follows:

Agency	Proportion Share Year One (2021/22)	Proportional Share Year Two (2022/23)
Authority	\$360,000	\$335,000
City of Concord	\$45,000	\$40,000
City of Pittsburg	\$45,000	\$40,000
City of Walnut Creek	N/A	\$40,000
City of San Pablo	\$15,000	\$15,000
City of Hercules	\$15,000	\$10,000
City of Lafayette	\$10,000	\$10,000
Town of Moraga	\$5,000	\$5,000
City of Pinole	\$5,000	\$5,000
City of Orinda	\$2,500	\$2,500
TOTAL	\$502,500	\$502,500

The City of Walnut Creek has been added for this year, which enabled an adjustment for the City of Concord and City of Pittsburg, as well as the Authority's share. Also, the cost share for the City of Hercules was reduced to better align with the City of Lafayette, which has comparable population. All other jurisdictions' share remains the same as the previous year. All participating jurisdictions will enter into Amendment No. 1 to the MOU with the Authority (Attachment C), which identifies the cost share as shown above. If additional jurisdictions are interested in participating, then the cost for each participating jurisdiction will adjust accordingly and the MOU will be amended at that time.

Staff seeks authorization for the Chair to renew Agreement No. 569 with StreetLight for an additional one-year term in the amount of \$502,500 for a Multi-Domain License. This renewal will extend the agreement termination date from July 20, 2022 to July 20, 2023.

Staff also seeks authorization to execute Amendment No. 1 to the MOU with Cities/Town participating in the cost share for the license. This renewal to the MOU will extend the termination date from July 20, 2022 to July 20, 2023.

MEMORANDUM OF UNDERSTANDING (MOU) NO. 80.09.02**BETWEEN****CITY OF CONCORD, CITY OF HERCULES, CITY OF LAFAYETTE, TOWN OF MORAGA, CITY OF ORINDA,
CITY OF PINOLE, CITY OF PITTSBURG, CITY OF SAN PABLO, AND CONTRA COSTA TRANSPORTATION
AUTHORITY FOR THE STREETLIGHT DATA AND SERVICES SUBSCRIPTION AND
COST SHARING COMMITMENT**

This MOU commences on July 21, 2021 by and among the cities and towns listed immediately below, referred to herein individually as a “Jurisdiction” or collectively as “Jurisdictions,” and the Contra Costa Transportation Authority (CCTA), a California public agency with offices at 2999 Oak Rd #100, Walnut Creek, CA 94597.

Participating Jurisdictions:

City of Concord
City of Hercules
City of Lafayette
Town of Moraga
City of Orinda
City of Pittsburg
City of Pinole
City of San Pablo

The Jurisdictions and CCTA are referred to herein collectively as the “Parties” or individually as a “Party.”

WHEREAS, CCTA is interested in a countywide subscription for Location-based Big Data and Services to conduct transportation planning and operational analysis throughout the county; and

WHEREAS, CCTA plans to enter into a contract with StreetLight Data, Inc. (StreetLight Data) for a one-year period at a cost of \$502,500; and

WHEREAS, on or about July 21, 2021, CCTA plans to execute the Subscription Order Form (Subscription Order) included as Attachment A to this MOU, governing access to and use of StreetLight Data products; and

WHEREAS, CCTA negotiated a Master Data Access Agreement (Master Agreement) incorporated herein Attachment A to this MOU and, governing access to and use of StreetLight products on behalf of participating member agencies; and

WHEREAS, as part of the Master Agreement and Subscription Order, CCTA obtained ongoing customer services and technical support from StreetLight, as described in Exhibit A to Attachment A; and

WHEREAS, if additional jurisdictions desire to join the StreetLight Data subscription, the cost share for each current participating agencies will be adjusted accordingly to reflect the additional jurisdiction’s contributions; and

NOW, THEREFORE, IT IS HEREBY AGREED by the Parties of this MOU as follows:

1. PROJECT COSTS

The Parties have agreed to a cost-sharing model to cover the expense of the StreetLight Data services to be obtained by CCTA pursuant to the Subscription Order and Master Agreement (Attachment A) between StreetLight Data and CCTA. The total Project cost for one year of service is \$550,000. Taking into account CCTA's previous subscription proration amount of \$47,500, the resulting net total Project cost for one year of service totals \$502,500. The Parties each agree to contribute the following amounts for the Project.

Agency	Proportional Share
CCTA	\$360,000
City of Concord	\$45,000
City of Pittsburg	\$45,000
City of Hercules	\$15,000
City of San Pablo	\$15,000
City of Lafayette	\$10,000
Town of Moraga	\$5,000
City of Pinole	\$5,000
City of Orinda	\$2,500

2. CONTINUING PARTICIPATION AND COST SHARING

The initial term of services from StreetLight Data is one year, from July 21, 2021, through July 20, 2022. Beginning no later than April 21, 2022 (90 days prior to the expiration of the term), the Parties agree to negotiate in good faith to determine whether to continue services and to affirm their financial commitment. Any extension of services and associated financial commitment beyond the initial term shall be memorialized in the form of a written amendment to this MOU.

3. CCTA RESPONSIBILITIES

- A. CCTA will serve as the lead agency for the PROJECT and will retain StreetLight Data to provide the services described in Attachment A, attached hereto and incorporated herein, for the benefit of the Parties.
- B. CCTA will administer the user domains obtained through the subscription, as described in Attachment A, in collaboration with the Jurisdictions and CCTA's discretion. Each participating Jurisdiction will receive a minimum of two user domains for its use.
- C. No later than 90 days prior to the termination date of the StreetLight Data Master Agreement and Subscription Order, CCTA will conduct an evaluation of the services provided by StreetLight Data. CCTA will lead the review of services provided and, together with all Parties, determine whether to continue the services via amendment or subsequent MOU.

- D. CCTA will facilitate the provision of technical and logistical support to the Jurisdictions for the StreetLight InSight platform.
 - i. As described in Exhibit A to Attachment A, StreetLight Data will provide technical support relating directly to the StreetLight InSight Platform. CCTA will facilitate this support, by, for example, coordinating and scheduling training sessions.
 - ii. CCTA will provide adequate staffing to support the logistical operations of the Project relating to items such as funding and contract negotiation.

4. JURISDICTIONS RESPONSIBILITIES

- A. No later than 90 days prior to termination of the StreetLight Data Master Agreement and Subscription Order, the Jurisdictions will participate in a performance evaluation of services provided by StreetLight Data and a review of the usefulness of the Project and evaluate a continued funding commitment. Under no circumstances are the Jurisdictions obligated to continue providing funding under the StreetLight Data Master Agreement and Subscription Order for any renewal term without execution of an amendment to this MOU or a subsequent MOU.
- B. Should a jurisdiction decide to opt out at the end of a term, the remaining jurisdictions will adjust the costs proportionately.
- C. Each Jurisdiction agrees to actively advance the continued successful operation, maintenance, and growth of the Project on a cost effective, operationally efficient and coordinated basis.
- D. Each Jurisdiction agrees to designate a single point of contact for logistical and technical coordination between Parties.
- E. Each Jurisdiction understands that any additional consultant services for the benefit of the Jurisdiction will be at the Jurisdiction's discretion and expense, and such additional services are not included in this MOU.
- F. Each Jurisdiction understands that the StreetLight Master Agreement and Subscription Order provides access to the service for one year, and that access to subsequent years is subject to the Parties' performance evaluation of services provided, the desire to continue the services by the Parties, and the continued availability of funding from the Parties. Each Jurisdiction understands and agrees that CCTA may choose to not renew the StreetLight Data Master Agreement and Subscription Order at the conclusion of the one-year period of services if there is inadequate funding or a lack of consensus regarding satisfactory performance.
- G. Each Jurisdiction agrees to adhere to the responsibilities in Section 5, Party Responsibilities.

5. PARTY RESPONSIBILITIES

- A. All Parties agree to terms and conditions set forth in the StreetLight Subscription Order Form and Master Data Access Agreement, particularly limitations on access and use of data and services, the confidentiality obligations and indemnification clauses, as described in Sections 2, 6, and 8.1 of the StreetLight Data Master Agreement. Such limitations and obligations are incorporated by reference into this MOU as if they were forth fully herein.
- B. The Parties understand that following execution of the StreetLight Data Master Agreement and Subscription Order, the Project will begin as soon as possible and up to the discretion of CCTA.

6. TERM/TERMINATION

The Parties understand and agree that the one-year StreetLight Data subscription will begin July 21, 2021 and will terminate July 20, 2022, unless further extended through an amendment to this . Jurisdictions may opt out of this MOU with 30 days written notice MOU by mutual written agreement of the Parties wishing to move forward prior to the subscription termination date.

7. METHOD OF PAYMENT

Each Jurisdiction will select one of the methods of payment described below and indicate its preferred method of payment on the signature page of this MOU.

- A. Each Jurisdiction agrees to reimburse CCTA for expenses for the Project in the amount specified for the relevant Jurisdiction in Section 1. CCTA will submit one invoice to each Jurisdiction, accompanied by the paid invoice issued by CCTA to StreetLight Data, as documentation that services were paid for by CCTA. Upon receipt of the invoice and accompanying documentation, the Jurisdiction will pay the proportional share specified in Section 1 and claimed under the invoice, within thirty (30) days of receipt of the invoice, delivered or mailed to the Jurisdiction at the address indicated on the signature page of this MOU, or
- B. The Jurisdiction agrees that CCTA will deduct the expenses for the Project in the amount specified for the relevant Jurisdiction in Section 1 from the Measure J disbursement to each Jurisdiction by CCTA. The Jurisdiction agrees that CCTA may continue such deductions in future years, if the Jurisdiction remains a participant in an amended or successor MOU.

8. NOTICES

All notices required under this MOU shall be in writing and delivered in person or mailed to each Party at its respective address indicated on the signature page for each Party.

9. RELATIONSHIP OF THE PARTIES

It is understood that StreetLight Data is an Independent Consultant to CCTA, and that CCTA is facilitating access to the services and data products, and this MOU is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever among the Parties or StreetLight Data.

10. ASSIGNMENT

No Party may assign, transfer, or otherwise substitute its interest or obligations in this MOU without the prior written consent of the other Parties.

11. DISPUTE RESOLUTION

Should any dispute arise out of this MOU, including but not limited to claims that any of the Parties failed to meet its obligations established by this MOU, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator,

if any, shall be paid for by each Party on an equal basis. No Party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediation resolution. Each Party will bear its own attorneys' fees in connection with the mediation, if any. Should the Parties not resolve the dispute through mediation, all Parties retain their rights to pursue remedies in court.

12. HOLD HARMLESS/INDEMNITY

- A. It is understood and agreed that each Party will fully defend, indemnify, and save harmless the other Parties and all of their board members, council members, commissioners, officers, agents, and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the indemnifying Party and/or its agents under this MOU or related to its access to or use of data or services provided pursuant to the StreetLight Data Master Agreement or Subscription Order.
- B. This Section 12 will survive termination or expiration of this MOU.

13. COMPLIANCE WITH ALL LAWS

The Parties must comply with all applicable laws and regulations at all times.

14. LIMITATION ON LIABILITY

No Party will be liable for any other Party's use, modifications, or re-use of products for any purpose other than those specifically intended pursuant to this MOU and/or the StreetLight Data Master Agreement and Subscription Order.

15. GENERAL PROVISIONS

- A. This MOU, including Attachment A attached hereto and incorporated herein by reference, constitute the sole agreement of the Parties with regard to the matters covered in this MOU, and correctly states the rights, duties, and obligations of each Party as of the document's date. Any prior agreement, promises, negotiations or representations between the Parties not expressly stated in this MOU are not binding. All subsequent amendments shall be in writing and signed by the Parties. In the event of a conflict between the terms, conditions or specifications set forth herein shall prevail.
- B. Headings in this MOU are for convenience only and not intended to define, interpret, or limit the terms and conditions herein.
- C. This MOU is intended for the sole benefit of the Parties and is not intended to nor shall be construed to confer any benefit or create any right in any third party.
- D. If any provision of the MOU or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such provision to persons, entities, or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this MOU shall be valid and be enforceable to the fullest extent permitted by law.
- E. This MOU may be executed in one or more counterparts, each of which shall be considered an original and all of which shall constitute a single instrument.

- F. Each Party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this agreement and to bind each respective Party.

16. GOVERNING LAW

This MOU will be governed by the laws of the State of California, and any suit or action initiated by any Party must be brought in the County of Contra Costa, California.

Contra Costa Transportation Authority:

By: E-SIGNED by Teresa Gerringer
on 2021-08-31 00:05:56 GMT
Title: Teresa Gerringer, Authority Chair
Date: August 31, 2021

Contra Costa Transportation Authority (as to form)

By: E-SIGNED by tgrover ccta
on 2021-09-01 00:06:56 GMT
Title: Tarienne Grover, Clerk of the Board
Date: September 01, 2021

All notices shall be made to the following address and point of contact:

To: Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597
Attention: John Hoang, Director, Planning
Email: jhoang@ccta.net

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City of Concord:

By: E-SIGNED by Valerie Barone
on 2021-09-20 17:25:58 PDT

Title: Valerie Barone, City Manager

Date: September 20, 2021

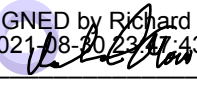
All notices shall be made to the following address and point of contact:

To: City of Concord
1950 Parkside Drive
Concord, CA 94519
Attention: Abhishek Parikh, Transportation Manager
Email: abhishek.parikh@cityofconcord.org

Method of Payment: Invoice: \$40,000 and Measure J: \$5,000

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City of Pittsburg:

By: E-SIGNED by Richard Abono
on 2021-08-20 23:43 GMT


Title: Richard Abono, Director of Public Works/City Engineer

Date: August 30, 2021

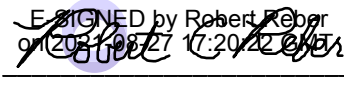
All notices shall be made to the following address and point of contact:

To: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: Nhat Phan, Associate Engineer
Email: nphan@ci.pittsburg.ca.us

Method of Payment: Invoice

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City of Hercules:

By:  E-SIGNED by Robert Reber
on 2021-08-27 17:20:42 EDT

Title: Robert Reber, Community Development Director

Date: August 27, 2021

All notices shall be made to the following address and point of contact:

To: City of Hercules
111 Civic Drive
Hercules, CA 94547
Attention: Robert Reber
Email: rreber@ci.hercules.ca.us

Method of Payment: Measure J

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City of San Pablo:

By: E-SIGNED by Matt Rodriguez
on 2021-09-13 16:29:40 GMT

Title: Matt Rodriguez, City Manager

Date: September 13, 2021

All notices shall be made to the following address and point of contact:

To: City of San Pablo
1000 Gateway Ave.
San Pablo, CA 94806
Attention: Allan Panganiban, Senior Civil Engineer
Email: AllanP@sanpabloca.gov

Method of Payment: Measure J

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City of Lafayette:

By: E-SIGNED by Niroop Srivatsa
on 2021-08-31 8:50:56 GMT

Title: Niroop Srivatsa, City Manager

Date: August 31, 2021

All notices shall be made to the following address and point of contact:

To: City of Lafayette
3675 Mt. Diablo Blvd., Suite 210
Lafayette, CA 94549
Attention: Mike Moran, Director of Engineering and Public Works
Email: mmoran@lovelafayette.org

Method of Payment: Invoice

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Town of Moraga:

By: E-SIGNED by Afshan Hamid
on 2021-09-07 16:14 GMT

Title: Afshan Hamid, Planning Director

Date: September 07, 2021

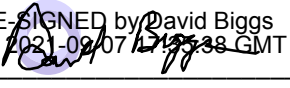
All notices shall be made to the following address and point of contact:

To: Town of Moraga
329 Rheem Blvd.
Moraga, CA 94556
Attention: Brian Horn
Email: bhorn@moraga.ca.us

Method of Payment: Invoice

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City of Orinda:

By: E-SIGNED by David Biggs
on 2021-09-07 12:53:38 GMT


Title: David Biggs, City Manager

Date: September 07, 2021

All notices shall be made to the following address and point of contact:

To: City of Orinda
22 Orinda Way
Orinda, CA 94563
Attention: Jason Chen, City Engineer
Email: jchen@cityoforinda.org

Method of Payment: Invoice

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City of Pinole:

By: E-SIGNED by Andrew Murray
on 2021-09-14 23:46:14 GMT

Title: Andrew Murray, City Manager

Date: September 14, 2021

All notices shall be made to the following address and point of contact:

To: City of Pinole
2131 Pear Street
Pinole, CA 94564
Attention: Misha Kaur, Senior Project Manager
Email: mkaur@ci.pinole.ca.gov

Method of Payment: Measure J

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StreetLight InSight® Subscription Order Form

This *StreetLight InSight* Subscription Order Document (the “Subscription Order” or “Order”) and the corresponding StreetLight Data Master Data Access Agreement (the “Agreement”) between StreetLight Data, Inc. (“StreetLight”) and Customer (as defined below) is entered into as of the date of last signature below (“Effective Date”) and governs Customer’s access to and use of the Data Products. Undefined capitalized terms used in this Subscription Order will have the meanings set forth in the Agreement.

Customer Legal Name:

Contra Costa Transportation Authority

Entity Type:

Public Agency

State of Incorporation

California

Billing Contact Name:

Timothy Haile

Billing Address

2999 Oak Road, suite 100
Walnut Creek, CA 94597
United States

Billing Email:

thaile@ccta.net

Main Contact Name:

Timothy Haile

Main Contact Title:

Executive Director

Main Contact Phone:

(925) 256-4735

Main Contact Email:

thaile@ccta.net

Under the terms of the Agreement, attached hereto, of which this Subscription Order is a part, Customer agrees to license and StreetLight Data agrees to provide access to the following Data Products in the indicated quantity and at the indicated pricing in U.S. Dollars:

Subscription Services

INCLUDED	# of Units	Geographical Region	Price
✓ MULTI DOMAIN MULTI MODE	as needed	Contra Costa County	\$634,000.00
✓ VMT MONITOR	monthly	Contra Costa County	\$106,000.00
✓ APPLICATION SUPPORT (Unused Credits will roll over to years 2 & 3)	11 Credits		\$40,000.00
✓ MULTI-YEAR DISCOUNT (VALID IF SIGNED ON OR BEFORE 07/31/2021)			-
✓ SUBTOTAL (TOTAL FOR YEARS 2 & 3)			\$230,000.00
✓ PREVIOUS SUBSCRIPTION PRORATION (DISCOUNT VALID FOR THE INITIAL TERM IF THE ORDER IS SIGNED ON OR BEFORE 07/31/2021.)			550,000.00
✓ INITIAL TERM TOTAL			-\$47,500.00
		Contra Costa County	\$502,500.00

Product Special Terms

Users of Customer, Users of Customer’s participating local cities and agencies, and up to thirty (30) Users of Customer’s Named Consultants, may create an unlimited number of Zones within Contra Costa County, California, and may include pass-through Zones to capture trips originating or ending outside of the authorized geographic area for governmental transportation planning and operational analysis.

Notwithstanding anything to the contrary contained herein, Customer represents and warrants: a) it has the full power, capacity and authority to enter into and perform this Agreement; and b) its performance of this Agreement does not violate or conflict in any material way with any agreement to which Customer is a party.

StreetLight Data acknowledges that Customer will be providing access to the Data Products and Subscribed Output to its member agencies. Customer will be responsible for ensuring that each member agency agrees, in writing, to the restrictions on use and access set forth in Section 2 of the Agreement.

StreetLight Data will provide Customer the customer support and training described in the “StreetLight Customer Support & Training”, attached hereto as Exhibit A, and incorporated herein by reference. StreetLight Data will provide standard customer support to Customer and member agencies during the Term, however Customer will be responsible for coordinating customer support with member agencies and facilitating member agency participation in webinars and in-person training.

Customer Input Files

Customer will provide input Zones containing the boundaries of the Zones and directionality designation (if necessary) either via spatial files or via the *StreetLight InSight* Web Application. A Zone can be a road segment, a TAZ or any other geospatial shape as defined by Customer. StreetLight Data may modify Zones to improve Metric results.

Delivery

Delivery via *StreetLight InSight* Web Application, and as .csv files.

Term

As of the Effective Date for an initial term of one (1) year, and shall automatically renew for up to two (2) additional one-year terms, unless either party delivers to the other, not less than ninety (90) days prior to the expiration of the then current term, written notice of such party’s intent to not renew the Agreement.”

Payment Terms

Payment due within thirty (30) days of the Effective Date. Payment is accepted by check or ACH/EFT.

StreetLight Data Preferred Payment Method: ACH/EFT

Silicon Valley Bank
3003 Tasman Drive, Santa Clara, CA 95045
Bank Routing Number: 121140399
Bank Account Name: Streetlight Data, Inc.
Bank Account Number: 3302210206
Remittance Notification Email: ar@streetlightdata.com

Please remit payment, if by check to:
StreetLight Data, Inc.
DEPT CH 17111
Palatine IL 60055-7111

Notices

Any notices under this Agreement will be directed, if to Customer, to the Main Contact listed above, and if to StreetLight Data, at:

Laura Schewel, Chief Executive Officer,
StreetLight Data, Inc.
677 Harrison St.
San Francisco CA 94107
Email: orders@streetlightdata.com

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS SUBSCRIPTION ORDER DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE]

IN WITNESS WHEREOF, this Subscription Order has been executed by the parties through their duly authorized officers.

StreetLight Data, Inc.

Contra Costa Transportation Authority

 E-SIGNED by Brandon Byard
on 2021-07-27 17:22:53 GMT

 E-SIGNED by Teresa Gerringer
on 2021-07-27 17:45:05 GMT

SIGNATURE:

SIGNATURE:

Laura Schewel

Teresa Gerringer

NAME:

NAME:

CEO

Authority Chair

TITLE:

TITLE:

July 27, 2021

July 25, 2021

DATE:

DATE:

ATTEST

 E-SIGNED by Tarianne Grover
on 2021-07-26 16:40:20 GMT

Tarianne Grover: Clerk of the Board

APPROVED AS TO FORM

 E-SIGNED by David H. McCray
on 2021-07-27 03:52:40 GMT

David H. McCray: Legal Counsel for Contra Costa Transportation Authority

MASTER DATA ACCESS AGREEMENT

This MASTER DATA ACCESS AGREEMENT (this “Agreement”) is made as of the Effective Date in the corresponding Subscription Order, (the “Effective Date”) by and between **STREETLIGHT DATA INC.**, a Delaware corporation, with its principal offices located at 677 Harrison Street, San Francisco, California 94107, (“StreetLight”) and **CUSTOMER**, Contra Costa Transportation Authority, a California public agency with offices at 2999 Oak Rd # 100, Walnut Creek, CA 94597, (“Customer”). In connection with this Agreement, Customer has entered into a corresponding Subscription Order for access to the Data Products, the terms of which are incorporated by reference herein.

Background:

WHEREAS, StreetLight owns or has the rights to the Data Products (as defined below) and offers subscription based access to the Data Products;

WHEREAS, Customer desires to obtain a subscription to access and use the Data Products in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants made herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement:

1. DEFINITIONS.

1.1 “Data Products” means StreetLight’s proprietary compilations of geospatial materials created from StreetLight’s data analytics technology platform and software (StreetLight Route Science® and StreetLight Insight®) including but not limited to polygons, attributes, latitudes/longitudes, and metrics.

1.2 “Subscribed Output” means the materials generated for Customer as output as specified in a Subscription Order.

1.3 “Subscription” means Customer’s access to StreetLight’s Data Products and the purchase and use of StreetLight’s Subscribed Output under the terms of this Agreement and any applicable Order.

1.4 “Subscription Order” or “Order” means the corresponding ordering document entered into between the parties which specifies the Subscribed Products to be accessed, the scope of access, permitted use, and any special restrictions.

1.5 “User(s)” means a specific individual or individuals (e.g., an employee or named consultant contractor of Customer) designated by Customer and permitted to access the Data Products and receive and use the Subscribed Output on behalf of Customer under a specific Subscription Order.

2. STRUCTURE; ACCESS.

2.1 Scope of Agreement. This Agreement consists of the general terms and conditions set forth in this document and in the Order. The performance of the Order is subject to the general terms and conditions of this Agreement. In the event of any conflict between the general terms and conditions set forth in this Agreement and those in the Order, the terms and conditions in the Order shall control.

2.2 Access. StreetLight grants to Customer, for the subscription term specified in the applicable Order, a non-exclusive royalty-free license to access the Data Products and purchase the Subscribed Output for governmental transportation planning, operational analyses, project preparation and funding requests.

2.3 Identification of Users. Customer shall identify the Users to StreetLight and shall supply only Users identified to StreetLight with access to the Data Products and Subscribed Output. Customer shall supply Users access to the Data Products and Subscribed Output only in accordance with the provisions of this Agreement.

2.4 Limitations on Access. Customer shall not: (a) sell, lease or sublease access to the Data Products; (b) copy, decompile, or reverse engineer any portion of the Data Products; (c) use the Data Products to provide third party processing services to other parties, commercial timesharing, rental or sharing arrangements, or on a “service bureau” basis; (d) remove any StreetLight titles, trademark symbols, copyright symbols and restrictive legends; (e) bypass or disable any protections that may be put in place to provide security for the Data Products or to protect against unlicensed use of the Data Products; (f) use the Data Products to store, transmit or produce infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (g) introduce into the Data Products, or use the Data Products to transmit, viruses, Trojan horses and other harmful or malicious code; (h) interfere with or disrupt the integrity or performance of the Data Products or third-party data contained therein; or (i) use the Data Products with any products, systems, or applications for or in connection with (1) real time navigation or route guidance, including but not limited to turn-by-turn route guidance that is synchronized to the position of a User's or a third party's sensor-enabled device; or (2) any systems or functions for automatic or autonomous control of vehicle behavior.

2.5 Reasonable Precautions. Customer shall implement, and shall take measures to maintain, commercially reasonable and appropriate administrative, technical, and physical security safeguards designed to: (i) ensure compliance with the limitations in Section 2.4; (ii) protect against anticipated threats or hazards to the security or integrity of the Data Products; and, (iii) protect against unauthorized access or use of the Data Products.

2.6 No Re-identification. With respect to the use of the Subscribed Output, Customer represents and warrants that: (i) it does not have the ability to use the Subscription and the Subscribed Output to determine the identity of any specific person; (ii) it shall make no attempt to obtain data permitting it to use the Subscription and the Subscribed Output to determine the identity of any person; and (iii) it will make no such identification.

2.7 Excess Use. If Customer exceeds its permitted use of the Subscription, Customer will promptly notify StreetLight and within thirty (30) days after it becomes aware of such excessive use: (i) disable unpermitted or excess use; or (ii) purchase additional subscriptions. StreetLight may review Customer's use of the Subscription, and Customer shall provide reasonable assistance, to verify Customer's compliance with the Agreement. StreetLight may suspend Customer's use of the Subscription after giving thirty (30) days' written notice of non-compliance identified in such review, in addition to any other rights or remedies StreetLight may have, unless such excess use is cured within the thirty (30) days from the date of the written notice.

3. EFFORTS AND ADDITIONAL SERVICES.

3.1 Efforts. StreetLight will use commercially reasonable efforts to provide the access and permitted use of the Subscribed Output to Customer as set forth in the applicable Subscription Order. Any addition to the list of Subscribed Output or changes to the access and permitted use of the Subscribed Output will be described in amendments to the Subscription Order, which will be effective when signed by a representative of each party who is authorized to execute contracts. Upon execution by both parties, an amendment to the Subscription Order will become a part of this Agreement.

4. COMPENSATION; PAYMENT TERMS; TAXES.

4.1 Except as expressly set forth in the applicable Order: (a) Subscription fees are invoiced yearly in advance, and (b) Customer shall pay each invoice in full within thirty (30) days after receipt of invoice in U.S. dollars. If Customer is delinquent in payment of amounts for the services owed hereunder, StreetLight may give notice to Customer of such delinquency and, in such case, Customer will have thirty (30) days from receipt of StreetLight's written notice to cure the delinquency.

4.2 Customer will promptly notify StreetLight of any amounts disputed in good faith. The parties will make a good faith attempt to amicably resolve any disputes regarding amounts billed.

4.3 All charges will be exclusive of any taxes and Customer shall be financially responsible for all sales or services taxes that are assessed on the Subscription or the use of the Subscribed Output, excluding any withholding or taxes based upon StreetLight's income.

5. PROPRIETARY RIGHTS.

5.1 Ownership. As between StreetLight and Customer and excepting the rights expressly conferred upon Customer under this Agreement, all rights, title, and interest in and to all intellectual property rights in StreetLight's Confidential Information and the Data Products, but not including the Subscribed Output, are owned exclusively by StreetLight. As between StreetLight and Customer, all Subscribed Output (not including any part of StreetLight's Confidential Information, and Data Products that may be incorporated into such Subscribed Output) shall be deemed owned by Customer but Customer expressly acknowledges that the Subscribed Output may not be unique and may be substantially similar in whole or part to results produced for another StreetLight customer requesting similar analysis and product using similar data sources. StreetLight shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Data Products any suggestions, enhancements, recommendations or other feedback provided by Customer.

5.2 No Implied License. Except for the limited license set forth in Section 2.2, and except that the Subscribed Output (not including any part of StreetLight's Confidential Information and Data Products that may be incorporated into such Subscribed Output) shall be owned by Customer, StreetLight reserves all rights in the Data Products and any related StreetLight Confidential Information or intellectual property.

6. CONFIDENTIALITY.

6.1 Definition.

(a) "Confidential Information" means the proprietary information, technical data, trade secrets or know-how, including, but not limited to, ideas, works of authorship, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by a party or a party's affiliate (collectively, the "Disclosing Party") either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment to the other party (the "Receiving Party").

(b) Notwithstanding anything to the contrary herein, any data relating to Customer operations which is provided by Customer, will be deemed to be Confidential Information.

(c) Confidential Information does not include information which (i) has become publicly known and made generally available through no wrongful act of the Receiving Party, (ii) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure, (iii) was developed independently without the use of any Confidential Information, or (iv) was already in the Receiving Party's possession at the time of disclosure from a source other than the Disclosing Party and without any obligation of confidentiality.

6.2 Non-Disclosure. Confidential Information may be used by the Receiving Party solely for the purpose for which it is disclosed to the Receiving Party, and as permitted under this Agreement, and may not be used for any other purpose. StreetLight shall hold all data and information input by Customer or provided to StreetLight by Customer in Customer's use of the Data Products to which StreetLight has access in confidence without limitation and may not use or disclose any of it without Customer's written consent. During the term of this Agreement and for a period of five (5) years following the date of termination or expiration of this Agreement, the Receiving Party shall hold the Confidential Information in confidence and may not use or disclose the Confidential Information, except as expressly permitted herein, without the prior written consent of the Disclosing Party, which consent may not be unreasonably withheld. The Receiving Party shall take all reasonable measures to protect the Confidential Information of the Disclosing Party from becoming known to the public or falling into the possession of persons other than those Representatives authorized to have any such Confidential Information, which measures shall include the

same degree of care that the Receiving Party uses to protect its own information of a similar nature, but in no event less than a reasonable degree of care. The Receiving Party may only disclose the Confidential Information to its Representatives who have a legitimate “need to know,” have been advised of the obligations of confidentiality under this Agreement and are bound in writing to obligations of confidentiality to Receiving Party no less stringent than those set out in this Agreement. For purpose of this Section 6, “Representative” means, with respect to the Receiving Party, its affiliates and its and their officers, directors, stockholders, members, partners, employees, financial and other advisors, attorneys, accountants, consultants and agents.

6.3 Required Disclosure. Nothing in this Agreement will prohibit the Receiving Party from disclosing Confidential Information of the Disclosing Party if legally required to do so by law, by judicial or governmental order or in a judicial or governmental proceeding (“Required Disclosure”); provided that Receiving Party shall: (a) where permitted, give the Disclosing Party reasonable notice of such Required Disclosure prior to disclosure; (b) reasonably cooperate with the Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto – such cooperation not to include delaying a Required Disclosure where Receiving Party is legally obligated to provide the requested records within a specified period; and (c) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

6.4 Equitable Relief. In the event of a breach or threatened breach of the foregoing confidentiality obligations by one Party, the other shall suffer immediate and irreparable harm for which, money damages shall be impossible to calculate and be inadequate compensation. Accordingly, either party shall be entitled to seek an injunction, restraining order or other equitable relief to enforce compliance with the provisions hereof; provided, however, that no specification herein of any particular legal or equitable remedy shall be deemed or construed to prohibit either party from seeking or obtaining any other remedy under this Agreement, at law or in equity.

7. NO WARRANTIES.

THE DATA PRODUCTS ARE PROVIDED “AS IS” WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STREETLIGHT SPECIFICALLY DOES NOT WARRANT THAT THE DATA PRODUCTS WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

8. INDEMNIFICATION; LIMITATION OF LIABILITY; INSURANCE.

8.1 Indemnification.

(a) Customer hereby agrees to indemnify and defend StreetLight and its directors, officers, agents and employees, and hold them harmless, against any and all third party claims, suits, actions, loss, damages, liabilities, costs or expenses (including reasonable attorneys’ fees) to the extent arising out of: (i) Customer’s misuse of the Data Products; and (ii) Customer’s breach of its confidentiality obligations or any other material term of this Agreement.

(b) StreetLight hereby agrees to indemnify and defend Customer and its directors, officers, agents and employees, and hold them harmless, against any third party claims, suits, actions, loss, damages, liabilities costs or expenses (including reasonable attorneys’ fees) to the extent arising out of: (i) StreetLight’s infringement of any copyright or other intellectual property rights of any third party; and (ii) StreetLight’s breach of its confidentiality obligations under this Agreement. If the Data Products, or any portion thereof, becomes subject to any third party suit, claim, action or demand (“Claim”) or in StreetLight’s reasonable judgment is likely to become subject to a Claim alleging that it infringes, misappropriates or violates a third party’s intellectual property rights, StreetLight may within a reasonable time, at its sole option and expense, either: (i) secure for Customer the right to

continue the use of such item; (ii) replace such item with a substantially equivalent item not subject to any such Claim; (iii) modify such item so that it becomes no longer subject to any such Claim; or (iv) contest the Claim. If StreetLight determines, in StreetLight's reasonable discretion, that it is not commercially feasible to either procure the right to continued use of the applicable item or to replace or modify the applicable item as provided in clauses (i), (ii) or (iii) of the immediately preceding sentence, StreetLight may terminate access to the item and StreetLight's sole liability under this Section shall be to refund Customer all fees and expenses paid by Customer to StreetLight for such item. THIS SECTION 8.1 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY INFRINGEMENT CLAIMS AND ACTIONS.

8.2 Process. All of the foregoing indemnity obligations of StreetLight and Customer are conditioned on: (i) the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, provided that failure to give prompt notice shall not relieve the indemnifying party's obligation hereunder unless the indemnifying party's ability to defend the Claim is prejudiced in a material way by failure to give prompt notice; (ii) the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and (iii) the indemnified party reasonably cooperating and, at the indemnifying party's request and expense, assisting in such defense.

8.3 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT OF THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY.

EXCEPT FOR CLAIMS COVERED BY THE INDEMNIFICATION OBLIGATIONS IN SECTION 8.1 ABOVE, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE CONTRACT AMOUNT PAID BY CUSTOMER TO STREETLIGHT DURING THE PREVIOUS TWELVE (12) MONTHS. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

8.4 Insurance.

StreetLight will provide proof of: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Consultants providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-VII" rating according to the latest Best Key Rating unless otherwise approved by the Customer. The Customer, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on StreetLight's policies of Commercial General Liability and Automobile Liability insurance and such coverage provided to the Authority as an Additional Insured shall apply on a primary and non-contributory basis. Waiver of subrogation endorsements in favor of the Customer shall be provided on StreetLight's policies of Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability insurance.

9. TERM AND TERMINATION.

9.1 Term. This Agreement is effective as of the Effective Date and shall continue in full force and effect for a term of one (1) year.

9.2 Termination.

(a) If any breach of this Agreement or of a Subscription Order occurs, and such breach is not cured within thirty (30) days after written notice from the non-defaulting party, the non-breaching party shall have the right to terminate this Agreement or the affected Subscription Order by giving written notice of termination to the breaching party, which termination shall be effective thirty (30) days after receipt of such written notice of termination.

(b) Without limiting the general application of Section 9.2(a), if StreetLight reasonably believes that Customer is violating or has violated Sections 2.3, 2.5 or 2.6 in any material way, StreetLight may suspend Customer access to the Data Products immediately upon notice to Customer. If after good-faith discussion with Customer, StreetLight believes in its reasonable discretion that Customer is violating or has violated Sections 2.3, 2.5, or 2.6 in any material way, StreetLight may terminate this Agreement or any Order immediately upon notice to Customer.

(c) Customer may terminate this Agreement or any Subscription Order immediately upon notice to StreetLight if StreetLight becomes insolvent, is dissolved or liquidated, has a petition in bankruptcy, reorganization, dissolution or liquidation, or similar action filed by or against it, is adjudicated a bankrupt, has a receiver appointed for its business, or makes an assignment for the benefit of creditors.

9.3 Effect of Termination.

(a) Upon expiration or other termination of the Agreement or any Subscription Order for any reason, Customer shall stop using, and StreetLight shall stop providing the Subscribed Output or access to the Data Products, as the case may be. If the Agreement or a Subscription Order is terminated by Customer due to StreetLight's breach, then StreetLight shall refund to Customer, within thirty (30) days after the effective date of termination, all prepaid fees for the remaining portion of any terminated Subscriptions. If the Agreement or a Subscription Order is terminated by StreetLight due to Customer's breach, then Customer shall pay to StreetLight, within thirty (30) days after the effective date of termination, any unpaid fees for the terminated Subscription Order that would have been payable for the remainder of the Subscription Term after the effective date of termination.

(b) Any and all rates, fees and charges set forth in an Order shall be firm and binding for the Order term. In the event this Agreement expires or is terminated by Customer as permitted by Section 9.2, all of the Orders then in effect shall also terminate unless Customer expressly requests otherwise. In the event that Customer requests that one or more Orders not terminate as set forth in the preceding sentence, then the terms and conditions of this Agreement shall continue in full force and effect, and shall continue to apply, with respect to such Orders for the respective Subscription terms.

(c) Upon the expiration or termination of this Agreement for any reason, Sections 2.2-2.6, 5, 6, 7, 8, 9.3 and Section 10 of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. MISCELLANEOUS.

10.1 This Agreement will be governed by the laws of the State of California, without regard to the principles of conflicts of laws thereof.

10.2 This Agreement does not create a joint venture, partnership, employment relationship or other agency relationship between the parties.

10.3 StreetLight may refer to Customer in its marketing materials and on its website as a customer or client, provided that StreetLight does not disclose the nature of the services or products provided to Customer in a manner which identifies Customer, without Customer's prior written consent.

10.4 Any failure or delay on the part of either party in the exercise of any right or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege. All waivers and consents, if any, given hereunder shall be in writing.

10.5 Neither party shall assign this Agreement nor any of its rights, interests, privileges, licenses or obligations hereunder without the other party's prior written permission; Notwithstanding the foregoing either party may assign its rights hereunder to any successor in interest to all or substantially all of such party's assets to which this Agreement pertains.

10.6 The headings in this Agreement are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

10.7 In the event that any provision of this Agreement is found to be invalid, voidable or unenforceable by any court of law with competent jurisdiction, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall not affect either the validity of this Agreement or the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

10.8 Any rights and obligations which by their nature survive and continue after the end of this Agreement shall survive and continue and shall bind the parties and their successors and assigns, until such obligations are fulfilled.

10.9 This Agreement may be signed in one or more counterparts, each of which will be considered an original, but all of which together form one and the same instrument. Once signed, both parties agree any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original unless prohibited by law.

10.10 This Agreement and any Orders constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

10.11 Unless otherwise provided in this Agreement, all notices, requests, consents and other communications required or permitted under this Agreement will be in writing and will be sent to each party at the address set out in the preamble of this Agreement or any address later provided by such party. All notices will be sent by registered or certified mail, reputable overnight courier or by e-mail or fax with receipt confirmation. All notices sent by registered or certified mail will be deemed effective on the fifth day after deposit in the mail. All notices sent by overnight carrier or by fax or e-mail will be deemed effective the day after deposit or transmission, as applicable.

10.12 Pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for this Agreement.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

EXHIBIT A

StreetLight Customer Care

DEDICATED ACCOUNT MANAGEMENT

The StreetLight Customer Success team helps agencies transition integrating Big Data analytics into their projects by onboarding users, engaging with users and leadership on a regular basis, and providing educational resources. CCTA will have a dedicated Customer Success team members assigned to their account who work to empower customers to fully leverage the StreetLight InSight® platform. Team members are knowledgeable about the transportation industry and work one-on-one with users, as well as organizational leadership, to ensure a worthwhile return on investment.

Typical Customer Success activities include:

- Dedicated subject matter expertise
- Regular subscription review meetings with agency leadership
- Onboarding and training sessions, both in-person and via webinar
- Regular communication on product updates
- Feedback sessions with users and leadership on desired product enhancements

At the start of the subscription, the Customer Success team will hold a kick-off call with the CCTA StreetLight sponsor and outline a timeline for onboarding and continuing activation of CCTA's users.

TECHNICAL PRODUCT SUPPORT

- StreetLight's North American-based Product Support Engineers will be available to CCTA users throughout the subscription term. The StreetLight Product Support team is available to answer questions daily, and team members are available during regular business hours across all time zones in continental North America to troubleshoot with users. Users can reach the team via a simple form on the online Help Center.
- StreetLight's Online Help Center contains 250+ articles that features FAQs, how-tos, best practices, tips & tricks and more. Help Center content is regularly updated as we continue to add new functionality and Metrics to the StreetLight InSight® platform
- StreetLight Slack Community is a digital space for StreetLight customers across North America to connect, discuss, and share how they use StreetLight InSight® to solve their biggest transportation problems.

TRAINING

StreetLight maintains an online training portal that contains handcrafted content developed by our experts. This includes:

- **Guided eLearning courses:** Customized learning paths that introduce users to specific topics in bite-sized units. Our handcrafted courses are developed by our experts to help you learn what each feature is, when it's helpful, and how to use it.
- **Interactive live trainings:** Live, in-depth group training sessions that tackle everything from the fundamentals to tips and tricks, and more advanced topics. These sessions are interactive and include a live Q&A session with the StreetLight team.

In addition, the Customer Success team will work close with CCTA leadership to set up series of private live trainings specifically tailored for CCTA staff, participating local cities and agencies, and named consultants throughout the course of the subscription. The number and content of such sessions will be determined in consultation with CCTA leadership and feedback on needs from users of the account.

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

TO: Mayor/Chair and Council/Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of A Pittsburg Power Company Resolution to Authorize Execution of Sublease Agreement for Parking

MEETING DATE: March 6, 2023

EXECUTIVE SUMMARY

The Pittsburg Power Company wishes to enter into a Sublease Agreement for leasing a portion of the outside yard area of 223 Connelly Street from the JMS Development Company on Mare Island for purposes of vehicle parking and minor material and equipment storage.

FISCAL IMPACT

The sublease fee for the parking space is \$1,750 per month, \$21,000 per annum, for a term of three years. The annual sublease fee is budgeted in Island Energy's operating budget.

RECOMMENDATION

Adopt the Resolution authorizing execution of the sublease agreement for the parking on Mare Island.

BACKGROUND

On January 3, 2018, the Pittsburg Power Company ('PPC' or "Sublessee"), also known as Island Energy, entered into a sublease agreement with the JMS Development Company, leasing 12,000 square feet of outside fenced and lighted space at 223 Connelly Street for purposes of PPC vehicle parking and equipment storage, for a duration of two years and total compensation of \$36,000. The sublease agreement was not brought to the PPC Governing Board because the expenditure was within the Executive Director's signing authority. The sublease agreement had expired on December 31, 2019. PPC continued to pay the monthly fee after expiration of the term of the sublease.

On January 1, 2023, the Sublessor entered into an Industrial Lease Agreement with the Mare Island Company (MIC), the new owner of 223 Connelly Street. Sublessor has obtained written consent from MIC to sublet to PPC, consistent with the Industrial Lease Agreement.

JMS negotiated a fee increase from \$1,500 to \$1,750 per month, due to the overall increase of commercial rental comparisons. on Mare Island.

SUBCOMMITTEE FINDINGS

The amended Sublease agreement has not been presented to the PPC Subcommittee.

STAFF ANALYSIS

PPC has invested over \$35,000 on automatic door, lighting, and security camera at the subleased premises. Therefore, it makes economic sense to remain at the current location.

The sublease term begins January 1, 2023, with rent of \$1,750 per month. The increase is consistent with the overall increase on commercial real estate comparisons on Mare Island.

The duration of the sublease is through December 31, 2025. In no event shall the sublease extend beyond December 31, 2025 without approval of PPC's Governing Board. The Resolution also ratifies payments by PPC from the expiration of the prior sublease to the beginning of this sublease term.

ATTACHMENTS: Resolution

Amended Sublease Agreement Between the Pittsburg Power Company
and JMS Development Company

Report Prepared By: Vanessa Xie, Administrative Officer

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Authorizing Execution of an Sublease)
Agreement For a Parking Space For)
Island Energy On Mare Island)

RESOLUTION NO.

WHEREAS, Pittsburg Power Company (PPC), a joint powers authority, provides retail electricity and natural gas services on Mare Island, Vallejo in the name of Island Energy (IE); and

WHEREAS, PPC (Sublessee) subleased from JMS Development Company (Sublessor) a portion of outside yard area of 223 Connelly Street on Mare Island, Vallejo for purposes of vehicle parking and minor material and equipment storage; and

WHEREAS, the original Sublease Agreement (Sublease) was not brought to the PPC Governing Board because the total expenditure was within the Executive Director's signing authority, and it expired on December 31, 2019; and

WHEREAS, PPC continued to pay rent to the Sublessor after the expiration of the Sublease; and

WHEREAS, the Sublessor negotiated an increase in rent from \$1,500 to \$1,750 per month, due to the overall increase of commercial rental comparisons on Mare Island; and

WHEREAS, staff has obtained a quote for an approximately equivalent space for parking, and the quote is essentially the same as the increased rate, with no landlord improvements; and

WHEREAS, PPC has invested over \$35,000 on an automatic door, lighting and security camera at the current site. Therefore, it makes more economical sense to stay at the current location; and

WHEREAS, the term of the Sublease shall begin on January 1, 2023 and end December 31, 2025. In no event the Sublease extend beyond December 31, 2025 without approval of Sublessee's governing body.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby authorizes execution of the sublease agreement and ratifies payment to JMS Development Company from January 1, 2020, through December 31, 2022.

PASSED AND ADOPTED by Governing Board of the Pittsburg Power Company at a regular meeting on the 6th day of March 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Chair

ATTEST:

Garrett Evans, Executive Secretary

SUBLEASE AGREEMENT

This Sublease Agreement is made and entered into as of the 1st day of January 2023 by and between Pittsburg Power Company, also known as Island Energy, a public joint powers authority, ("Sublessee") and JMS Development Company, a California corporation ("Sublessor").

RECITALS

- A. WHEREAS, Mare Island Company ("MIC") owns that certain real property on a portion of Mare Island in Vallejo, California; and
- B. WHEREAS, MIC and Sublessor entered into that Industrial Lease Agreement on January 1, 2023, for that certain real property known as Building 223; and
- C. WHEREAS, Sublessee desires to sublease from JMS a portion of Building 223 for purposes of vehicle parking and minor material and equipment storage; and
- D. WHEREAS, Sublessor has obtained written consent from MIC to sublet to Sublessee, consistent with the Industrial Lease Agreement; and
- E. WHEREAS, Sublessee will obtain written consent from MIC in the event Sublessee seeks to make specified alterations to the property to add lighting, security cameras an automatic gate, or other.

AGREEMENT

Sublessor hereby grants a sublease to Sublessee for the following purposes and in consideration of the following obligations:

- 1. Premises. Sublessor hereby subleases to Sublessee 12,500 square feet of outside fenced and lighted space as represented on the map attached as Exhibit A ("Premises").
- 2. Uses. Sublessor may use the Premises for 1) parking of Sublessee utility vehicles and related equipment, including but not limited to bucket truck, cable tugger, forklift truck, spare transformers and bulky equipment, during the night and on weekends, and 2) parking of Sublessee personnel vehicles during the work day, storage minor materials or equipment.
- 3. Sublease Fee. \$1,750 per month.
- 4. Term of Sublease. The term of this Sublease shall begin on the date set forth above and end December 31st, 2025. The lease shall continue on a month to month basis until terminated or revoked by either party to the Agreement who may terminate or revoke the agreement with or without

cause. In no event shall the Sublease extend beyond December 31st, 2025, without approval of Sublessee's governing body.

5. Exclusive Use. Sublessee's right to use the Premises is exclusive, and Sublessee its agents, employees and contractors shall have the right to enter the Premises for any purposes consistent with Section 2.
6. Condition of Premises. Sublessee shall maintain the Premises in a good, clean and safe condition. As of the Effective Date, Sublessor represents and warrants that Premises are in a clean and sanitary condition and, to Sublessor's knowledge, no hazardous materials as such are defined in federal and state law are present in, on, or within the Premises and the Premises are safe and fit for the permitted uses.
7. Termination. This Lease Agreement may be terminated by Sublessor or Sublessee immediately for cause or without cause upon sixty days (60) days written notice of termination.

Termination or expiration of this Sublease Agreement shall not release either party from liability resulting from an event which occurred prior to such termination or expiration.

Upon termination or expiration of this Sublease, Sublessee shall discontinue the use of the Premises and remove from the Premises all personal property. Any lighting, cameras and automatic gate installed by Sublessee shall remain in the ownership of Sublessee. Sublessee shall remove and retain such items unless Sublessee sells all or some of the items to Sublessor or Lennar Mare Island.

8. Indemnity. Sublessee hereby agrees to and shall indemnify, defend and hold harmless Sublessor, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Sublease Agreement or caused in any way by Sublessee's use of the Premises, except for any such claims arising out of the negligence or willful misconduct of the Sublessor. Sublessor hereby agrees to and shall indemnify, defend and hold harmless Sublessee, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Sublease Agreement or caused in any way by Sublessor, except for any such claims arising out of the negligence or willful misconduct of the Sublessee.
9. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth

below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Sublessor: JMS Development Co.
c/o Rick Crowder
616 Sky Hy Circle
Lafayette CA 94549

If to Sublessee: Pittsburg Power Manager
65 Civic Avenue
Pittsburg CA 94565

Provide a copy to: City Attorney 's Office
City of Pittsburg
65 Civic Avenue
Pittsburg CA 94565

10. Assignment and Subleasing. Sublessee may not assign or sublet the Premises without the prior written approval of Sublessor and MIC.
11. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
12. Controlling Law Venue. This Sublease Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in Contra Costa County Superior Court.
13. Amendments. This Sublease Agreement may be modified or amended only by a written document executed by both Sublessor and Sublessee and approved as to form by the City Attorney.
14. Severability. If any term or portion of this Sublease Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Sublease Agreement shall continue in full force and effect.
15. Entire Agreement. This Sublease Agreement constitutes the complete and exclusive statement of Agreement between Sublessor and Sublessee. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Sublease Agreement.
16. Execution. This Lease Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Sublease Agreement,

correspondence, drafts, memoranda, and representations, are superseded in total by this Sublease Agreement.

16. Execution. This Lease Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Sublease Agreement, it shall not be necessary to produce or account for more than one such counterpart.

17. Time is of the Essence. Time is of the essence for this Agreement.

18. Authority to Enter Agreement. Sublessor has all requisite power and authority to execute, deliver, and perform under this Sublease Agreement. Each party warrants that the individuals who have signed this Sublease Agreement have the legal power, right, and authority to make this Sublease Agreement and to bind each respective party.

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

SUBLESSOR
JMS Development Co.

as

a California corporation
authority

By: 

Jan 26/2023

SUBLESSEE
Pittsburg Power Company, also known

Island Energy, a public joint powers

By: _____
Douglas W. Buchanan
Power Company Manager

APPROVED AS TO FORM:

Donna Mooney, Counsel

ATTEST:

Alice Evenson, City Clerk

EXHIBIT A

DEPICTION OF THE PREMISES AND THE BUILDING

