CITY OF PITTSBURG
AGENDA

AUGUST 15, 2022

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

CLOSED SESSION
5:00 P.M.

REGULAR MEETINGS
7:00 P.M.

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

PRESIDING

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

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

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

AUDIENCE REMARKS

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

5:00 P.M. - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8

   a. Property: 610 Railroad Avenue (APN 085-390-077); Successor Agency
   Negotiators: Garrett Evans, Maria Aliotti
   Negotiating parties: George Cardinale, Sean McCauley of SMI Investments

   b. Property: 590 W. 10th Street (APN 085-270-019); Pittsburg Power Company:
   Garrett Evans, Maria Aliotti
   Negotiating parties: Trans Bay Cable

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957
   City Attorney

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6

   City designated representatives: Mary Egan, MRG, LLC

   Unrepresented employee: City Attorney

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

5. Aspire Youth Engagement Programs

6. A study on Tobacco, Alcohol and Cannabis Policy Options

PROCLAMATIONS

7. International Overdose Awareness Day

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

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

COMMITTEE REPORTS

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

HOUSING AUTHORITY

PRESENTATION

8. Pittsburg Housing Authority Department Overview

CONSENT CALENDAR

9. Minutes of May 16, 2022 and June 20, 2022

10. Disbursement List of May 31, 2022 and June 30, 2022

11. Adoption of a Housing Authority Resolution Approving the Section 8 Management Assessment Program Certification for Fiscal Year End June 30, 2022

    As required compliance with the U.S. Department of Housing and Urban Development (HUD), the Housing Authority of the City of Pittsburg (Housing Authority) has prepared the Section 8 Management Assessment Program (SEMAP) Certification for submission for fiscal year end June 30, 2022.

12. Adoption of a Housing Authority Resolution Approving the Pittsburg Chamber of Commerce 2022-2023 Lease and Common Area Maintenance Offset

    The Pittsburg Chamber of Commerce (Chamber) entered into a sublease agreement (Sublease) for its operations located at 985 Railroad Avenue (Premises). Pursuant to Sections 3.2 (a) and 5.4 of the Sublease, the Chamber may provide services to the community in lieu of rent and common area maintenance (CAM) charges to be paid by the Chamber. A scope of services (Lease and CAM Offset 2022-2023) was developed to be provided by the Chamber in lieu of paying lease and CAM charges.

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY

PITTSBURG POWER COMPANY

CONSIDERATION

13. Adoption of a Pittsburg Power Company Resolution Approving Funding for a Gun Buyback Program to be Hosted by the Pittsburg Police

    The overall goal of a gun buyback program is to reduce the number of guns sold illegally in the community and to reduce the number of associated injuries and deaths.

CITY COUNCIL MEETING

CONSIDERATION

14. By Minute Order, Establish a My Brother's Keeper Ad Hoc Subcommittee and Appointing Two Subcommittee Members

    The City Council will consider establishing an ad hoc subcommittee tasked with reviewing, providing direction, and making recommendations related to a future My Brother's Keeper program in Pittsburg, as well as appointing two committee members.

15. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Professional Services Agreement for a Wharf Feasibility Study

    The City of Pittsburg is owner of a former industrial wharf on its waterfront, and desires to retain services of a firm to conduct a feasibility study to identify relative processes and costs for implementing the highest and best use the wharf.

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

16. Minutes of August 1, 2022

17. Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Enter into a Contract with Contra Costa County Workforce Development Board for Future Build Cohorts 22 and 23 and Establishing the Future Build Budget for Fiscal Year 2022-2023

    The Pittsburg Power Company (PPC) proposes to enter into a $250,000 contract (Contract 18-466-1) with Contra Costa County Workforce Development Board (WDB) for Future Build Cohorts 22 and 23 for July 1, 2022 through June 30, 2023

and establish the Future Build Budget for fiscal year 2022-2023.This new contract (18-466-1 is an extension of the just expired contract (18-466-0).

18. Adoption of a Pittsburg Power Company Resolution Approving the Fiscal Year 2022-2023 Consultant Agreement with Open Opportunities Incorporated

    Pittsburg Power Company (PPC) is seeking approval for the fiscal year (FY) 2022-2023 consultant agreement (Agreement) with Open Opportunities Incorporated (OOI) in the amount of $363,000 for the case management and day to day program supervision of the Future Build Program.

19. Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Negotiate and Execute: 1) an Equipment Purchase Contract with Anixter-Eaton in Support of a Customer Reimbursement Project; and 2) a Customer Reimbursement Agreement with ALCO Iron and Metals

    Pittsburg Power Company (PPC), a joint powers agency, provides utility retail electric and natural gas services on Mare Island, Vallejo in the name of Island Energy (IE). PPC is seeking to procure two Vacuum Fault Interrupters (VFI) to support a customer reimbursable project with ALCO Iron and Metals (ALCO). The ALCO customer reimbursement project is to provide power to a new metals shredding and sorting facility (Project). PPC recently performed a formal bid process to procure two replacement VFIs for PPC's Station F. The successful bidder has agreed to hold pricing until July 31, 2022 to allow PPC to procure two additional VFIs in support of the Project.

20. Adoption of a City Council Resolution Authorizing the City of Pittsburg to Enter into a One-Year Agreement with Craft Community Care Center, Inc. Doing Business as Success Through Self Academy to Provide Youth Programs and Adoption of a Pittsburg Power Resolution Allocating $110,000 for the Fiscal Year 2022-2033 Agreement By and Between the City of Pittsburg and Craft Community Care Center, Inc. Doing Business as Success Through Self Academy

    The City of Pittsburg and Craft Community Care Center, Inc. doing business as Success Through Self (STS) Academy propose to enter into a one-year agreement (Agreement) for youth based programs (Program) for fiscal year 2022-2023 (Term). The Agreement includes the use of the community rooms on a portion of 60 Civic Avenue (Premises). In addition, in the event of a proclaimed or declared disaster, City will require STS to provide childcare to children of City employees

21. Receive and File the Quarter 4 FY 22 Treasury Report

    Receive and File the Treasurer's Report for the Quarter Ending June 30, 2022

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

    Assembly Bill 361 (AB 361) amended the Brown Act to allow local legislative

bodies to continue to meet remotely during proclaimed states of emergency under specified conditions. Findings must be made every 30 days.

23. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute an Agreement for Edible Food Recovery Services Program

    With the goal of reducing organic waste disposal by 75% by 2025 in part through increasing edible food recovery by 20%, Senate Bill 1383 (SB 1383) requires all California jurisdictions establish an edible food recovery program that: strengthens the existing food recovery network, verifies that food donors arrange to recover the maximum amount of their edible food that would otherwise go to landfills, and maintains records of these efforts by food donors. The City desires to retain services of an edible food recovery organization to design, implement, train City staff, and evaluate an SB 1383-compliant edible food recovery program.

24. Adoption of a City Council Resolution Allocating the American Rescue Plan Act of 2021 (ARPA) Funds to Certain Subcommittees for Allocation Funds to Certain Subcommittees

    The American Rescue Plan Act of 2021 (ARPA) is a $1.9 trillion economic stimulus package proposed to assist and expedite the United States' recovery from the economic and health effects of the COVID-19 pandemic. Pursuant to City Council recommendation, staff is proposing to allocate the ARPA funds to certain subcommittees for appropriation.

25. Adoption of City Council Resolution Authorizing City Manager to Execute Purchase Contract of New TYMCO Model 600 Sweeper

    The City maintains a fleet of vehicles and equipment necessary for police operations and for maintenance of the City’s infrastructure, including a sweeper truck that needs replacement. If approved, this resolution will authorize a purchase contract for a new TYMCO Model 600 Sweeper.

26. Adoption of a City Council Resolution Accepting the Plans and Specifications and Awarding Project 5063, Bodega Drive Water System Loop Project

    This project is for the construction of a new 8-inch water main to connect an existing 8-inch water main in Bodega Drive to an existing 20-inch water main in a City utility easement approximately 190 feet away. If approved, this Resolution will accept the plans and specifications for the project and authorize the City Manager to award a construction contract to Gold Coast Pipelines, Inc. of Pittsburg, California.

27. Adoption of a Resolution Repealing and Setting Aside Project Approvals for Faria/Southwest Hills Annexation Project in Compliance with Peremptory Writ of Mandate

    To comply with a Peremptory Writ of Mandate from the Court in Save Mount Diablo v. City of Pittsburg, et al., a resolution setting aside project approvals for the Faria/Southwest Hills Annexation Project is before the City Council.

28. Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the State of California Cannabis Tax Fund Grant for DUI-Drug Enforcement

    The Pittsburg Police Department is seeking City Council authorization to accept and appropriate grant funds from the State of California Office of the Highway Patrol. The $33,325 grant will provide resources to fund various traffic enforcement and safety programs.

29. Adoption of a City Council Resolution Authorizing the Negotiation and Execution of a Second Contract Amendment for a Consultant Service Agreement with Raney Planning & Management, Inc. for the Harbor View Subdivision

    The proposed item would authorize the City Manager to negotiate and execute a Second Consultant Contract Amendment with Raney Planning & Management, Inc. in an amount not to exceed $153,470.00. This amount would allocate an additional $62,760.00 to the existing consultant budget of $71,882.00 for contract planning services related to the proposed development (Harbor View) of land located at 420 East Third Street, Pittsburg. In addition, the amount includes a thirty (30) percent contingency of $18,828.00 to account for any unanticipated future project coordination with Raney Planning & Management, Inc. Since this proposed Second Contract Amendment exceeds City Manager signing authority, staff is requesting adoption of a resolution authorizing the Second Contract Amendment to the Raney Planning & Management, Inc. Contract for the Harbor View Subdivision.

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 September 19, 2022

NOTICE TO PUBLIC

GENERAL INFORMATION

Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except City holidays). The full packets are also located on the City's website at www.pittsburgca.gov. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

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

Updated March 7, 2022

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
ABAG	Shanelle Scales-Preston / Holland White Alt.	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2nd Wednesday	R. Abono
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alternate	Standing	Monthly	J. Davis
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual	R. Abono
MCE Clean Energy Board	Shanelle Scales-Preston / Holland White Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Holland White / Juan Banales Alternate	Standing	2nd Thursday	R. Abono
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	R. Abono

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
East Bay League of Calif. Cities	Shanelle Scales-Preston / Merl Craft Alt.	Standing	3rd Thursday	*Rotational
Mayor's Conference	Holland White / Shanelle Scales-Preston Alt.	Standing	1st Thursday	G. Evans
School Districts Committee (2x2)	Shanelle Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	2nd Thursday even months	G. Evans

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
American Rescue Plan Act (ARPA)	Holland White / S. Scales-Preston / Juan Banales Alt.	Ad Hoc	As needed	G. Evans
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
City Council Policy and Procedures Review	Juan Banales & Merl Craft	Ad Hoc	As needed	G. Evans
City Infrastructure and Transportation (2)	S. Scales-Preston & Juan Banales / Holland White Alt.	Standing	As needed	R. Abono
Community Services Subcommittee	Merl Craft & Shanelle Scales-Preston / Juan Banales Alt.	Standing	As needed	M. Aliotti
Constituent Management Services	S. Scales-Preston & Juan Banales / Holland White Alt.	Ad Hoc	As needed	G. Evans
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / S. Scales-Preston Alt.	Standing	As needed	J. Davis
Finance Subcommittee (1)	Juan Banales & Holland White / S. Scales-Preston Alt.	Standing	As needed	P. Rodrigues
Government Performance Subcommittee	Holland White & Jelani Killings	Ad Hoc	As needed	G. Evans
Hills Committee	Juan Banales & Jelani Killings / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Land Use Subcommittee (3)	Juan Banales & Holland White / S. Scales-Preston Alt.	Standing	As needed	J. Davis
Los Medanos Health Advisory Committee	S. Scales-Preston & Jelani Killings	Ad Hoc	As needed	G. Evans
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	Holland White & S. Scales-Preston / Jelani Killings Alt.	Standing	Monthly	B. Addington
Pittsburg Recognition Committee	Holland White / Shanelle Scales-Preston Alt.	Standing	As needed	K. Simonton
Power Company Advisory	Holland White & S. Scales-Preston / Juan Banales Alt.	Standing	As needed	D. Buchanan
Public Safety Subcommittee	Holland White & Shanelle Scales-Preston	Standing	As needed	B. Addington
Sister City Committee	Jelani Killings & Holland White / Merl Craft Alt.	Standing	As needed	K. Simonton

*Rotational Staff as assigned by City Manager
**Stipend of $170 per month
***Stipend of $100 per month

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

INTERNATIONAL OVERDOSE AWARENESS DAY
August 31, 2022

WHEREAS, the City of Pittsburg affirms and acknowledges the harm and hardship caused by drug overdose; and;

WHEREAS, we recognize that the purpose of International Overdose Awareness Day is to remember loved ones lost to overdose and to end the stigma surrounding substance use disorder (SUD) and drug-related deaths; and;

WHEREAS, we resolve to play our part in reducing the toll of overdose in our community, which continues to claim the lives of Pittsburg community members every year and forever affects those who loved and cared about them; and

WHEREAS, we affirm that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, and deserving of our love, compassion and support and remembrance.

NOW THEREFORE, I, Holland Barrett White, Mayor of the City of Pittsburg, on behalf of the entire City Council, along with the Contra Costa County MEDS Coalition, BAART and other community partners do hereby proclaim August 31st, 2022, as International Overdose Awareness Day throughout the City of Pittsburg.

CITY OF PITTSBURG CONTRA COSTA CO. CAL.

Holland Barrett White, Mayor

Alice E. Evenson, City Clerk

ATTEST: August 15, 2022

CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES

DATE: May 16, 2022

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

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

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

CALL TO ORDER

Chair White called the meeting of the Housing Authority to order at 7:53 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Member Floyd was absent and excused.

CONSENT CALENDAR

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

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

6. Minutes of April 18, 2022

7. Disbursement List of March 31, 2022

HOUSING AUTHORITY MEMBER REMARKS

There were no Housing Authority Member remarks.

ADJOURNMENT

The Housing Authority was adjourned at 7:55 P.M.

Respectfully submitted,

Alice E. Evenson, Secretary

CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES

DATE: June 20, 2022

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

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

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

CALL TO ORDER

Chair White called the meeting of the Housing Authority to order at 7:38 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Member Craft was absent and excused.

CONSIDERATION

8. Adoption of a Housing Authority City of Pittsburg Resolution for Approval of Operating Budget Plan for Fiscal Year 22-23 for the Housing Authority City of Pittsburg and Appropriation of Funds for Fiscal Year 22-23

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

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

CONSENT CALENDAR

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

AYES: Banales, Floyd, Herring, Killings, Scales-Preston, White

ABSENT: Craft

9. Minutes of May 16, 2022

10. Disbursement List of April 30, 2022

HOUSING AUTHORITY MEMBER REMARKS

Member Herring thanked retiring Chief Addington for his service.

ADJOURNMENT

The Housing Authority was adjourned at 7:46 P.M.

Respectfully submitted,

Alice E. Evenson, Secretary

HOUSING AUTHORITY OF THE CITY OF PITTSBURG
DISBURSEMENT SUMMARY
FOR THE MONTH ENDED MAY 31, 2022

VOUCHERS

Ck#	Amount	HAP[1]	VASH[2]	UR[3]	Portability	Admin. Fee	TOTAL
51039-51164 50122001-50122465	$ 1,900,333.99	1,593,270.78	232,993.00	8,748.61	57,672.00	7,649.60	$ 1,900,333.99
51165-51170 51522001-51522010	16,354.38	8,264.27	5,032.00	59.00	2,633.00	366.11	16,354.38
TOTAL	**$ 1,916,688.37**	**1,601,535.05**	**238,025.00**	**8,807.61**	**60,305.00**	**8,015.71**	**$ 1,916,688.37**

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

ADMINISTRATIVE EXPENSES

Description	TOTAL
Salaries and Wages	$ 41,705.43
Salaries- Overtime	84.27
Retirement Miscellaneous	3,104.02
Retirement - Pension Bonds	7,665.50
Health Insurance - Employees	9,249.17
Additional CalPERS Pension Contribution	212.89
Life Insurance	70.68
Dental Insurance	735.18
Vision - Employee	80.02
Workers' Compensation	1,345.58
Unemployment Insurance	245.94
Disability Insurance	137.06
F I C A & Medicare	3,234.04
Deferred Compensation - Employer	790.63
Vac Buy-Bk/Empl Termination	1,061.17
Pension 115 Trust	655.92
Retiree OPEB Costs	3,017.83
Office Supplies & Materials	146.23
Postage	66.78
Utilities - Electric	1,120.64
Utilities - Water	13.84
Utilities - Telephone Service	511.77
Utilities - WiFi/Cellphone Service	217.83
Travel, Training & Conferences	1,618.46
Insurance - Alloc Chgs	3,246.33
Other Contractual & Professional Service	7,785.24
Maintenance Agreements	2,511.96
Maintenance & Repairs	388.35
Building Rental	2,375.00
Fleet Maintenance Alloc Chgs	576.58
Building Maintenance Alloc Chgs	1,769.42
Information Systems Alloc Chgs	1,755.67
Admin Overhead Paid to City	4,830.33
Other fees	216.60
Transfer-Out to OPEB Fund	1,556.67
	$ 104,103.03

VOIDED CHECKS & ADJUSTMENTS

Ck#	Reason	Amount
	No Voids in May	$ -
	TOTAL	$ -

Prepared by: LM

Reviewed by:

NET OF ISSUED AND VOIDED PAYMENTS $ 2,020,791.40

Check Summary

May 1, 2022

	Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher					
*	51039	5/1/22	*****4282	Cynthia g Cones	**33.00**
	51040	5/1/22	*****0269	Dajon W Smith	**47.00**
	51042	5/1/22	*****3960	Lyniece N Eddins	**1.00**
	51043	5/1/22	*****6935	Samaiyah A Warren	**79.00**
	51044	5/1/22	*****9283	Latoya C Roper	**73.00**
	51045	5/1/22	*****3834	Denise L Irvin	**36.00**
	51046	5/1/22	*****3836	Jazmine L Rutledge	**37.00**
	51047	5/1/22	*****1654	Jaime M Lopez	**175.00**
	51048	5/1/22	*****2890	Raquel E Miller	**57.00**
	51049	5/1/22	*****1679	Albert K Lea III	**233.00**
	51050	5/1/22	*****5232	Danielle M Thomas	**124.00**
	51051	5/1/22	*****9120	Malik Lawson	**130.00**
	51052	5/1/22	*****0164	Bobbie J Royston	**91.00**
	51053	5/1/22	*****3100	Carolyn A Hampton	**134.00**
	51054	5/1/22	*****4208	Ono c Rothschild	**317.00**
	51055	5/1/22	*****2184	Evelyn Smith	**45.00**
	51056	5/1/22	*****9858	Livis J Sanders	**15.00**
	51057	5/1/22	*****3035	Irma M Castillo	**53.00**
	51058	5/1/22	*****3542	Starr C Bronson	**1.00**
	51059	5/1/22	*****4119	Pashenia D Sanders	**115.00**
	51060	5/1/22	*****5133	Mary P Grigsby	**37.00**
	51061	5/1/22	*****2494	Amana K Cornish	**18.00**
	51062	5/1/22	*****7432	Yolanda M Smith	**277.00**
	51063	5/1/22	*****8373	Vonia Jackson	**103.00**
	51064	5/1/22	*****5661	Ronnie L Williams	**17.00**
	51065	5/1/22	*****7253	Laneava S Blanks	**31.00**
	51066	5/1/22	*****0478	Destiny S Albert	**265.00**
	51067	5/1/22	*****8874	Iman N Hanif	**76.00**
	51068	5/1/22	*****8665	Nieza M Burrus	**153.00**
	51069	5/1/22	*****4091	Joshua C Perez	**73.00**
	51070	5/1/22	*****2309	Kawanda M Dotson	**34.00**
	51071	5/1/22	*****6976	Meeka O Dones	**67.00**
	51072	5/1/22	*****7218	Rayna Madison	**142.00**
	51073	5/1/22	*****6806	Thelma R Hearne	**27.00**

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51074	5/1/22	*****2616	Casaundra Jackson	**92.00**
51075	5/1/22	*****2319	Delfonse A Lewis	**196.00**
51076	5/1/22	*****9687	Carol J Davis	**57.00**
51077	5/1/22	*****6015	Sherron A Camp	**292.00**
51078	5/1/22	*****3403	Shanae V Washington	**92.00**
51079	5/1/22	*****8907	Portia C Lewis	**48.00**
51080	5/1/22	*****3840	Eva L Mangum	**70.00**
51081	5/1/22	*****0531	Akilah Z Parker	**145.00**
51082	5/1/22	*****5301	Tiffany N Butler	**119.00**
51083	5/1/22	*****0516	Natasha Morris	**148.00**
51084	5/1/22	*****5492	Michelle m Berry	**36.00**
51085	5/1/22	*****7135	Michele N Nichols	**80.00**
51086	5/1/22	*****5232	Kristina M Greer	**81.00**
51087	5/1/22	*****3113	Mannah S Parrott	**253.00**
51088	5/1/22	*****0121	Desiree D Spears	**135.00**
51089	5/1/22	*****4331	Mildred L Edwards	**132.00**
51090	5/1/22	*****6215	Janet Brown	**113.94**
51091	5/1/22	*****3700	Valerie j Thomas	**14.00**
51092	5/1/22	*****9835	Darrell C Carter	**40.00**
51093	5/1/22	*****3181	Shirley J Strausbaugh	**11.00**
51094	5/1/22	*****2695	Monique Thompson	**60.00**
51096	5/1/22	*****3528	Elisa Johnson	**344.00**
51097	5/1/22	*****0903	Virgie r Gray	**35.00**
51098	5/1/22	*****6507	Melissa R Griffin	**8.00**
51100	5/1/22	*****3869	Charlene M Best	**18.00**
51101	5/1/22	*****1595	Theresa M Evans	**29.00**
51102	5/1/22	*****2217	Camille A Lascano	**9.00**
51103	5/1/22	*****3944	Miracle R Barlow	**169.00**
51104	5/1/22	*****5334	Alexandra D McCray	**50.00**
51105	5/1/22	*****9709	Audrey D Payton	**131.00**
51106	5/1/22	*****4672	Latasha P Martin	**21.00**
51107	5/1/22	*****5692	Jakeesha S Acree	**66.00**
51108	5/1/22	*****8308	DeAndre A Ellingberg	**223.00**
51109	5/1/22	*****5083	Crystal j Houston	**36.00**
51110	5/1/22	*****8959	Carrie R Albert	**36.00**
51111	5/1/22	*****1698	Genevieve L Allen	**140.00**
51112	5/1/22	*****6573	Hermajo L Hoskins	**111.00**
51113	5/1/22	*****6355	Linda P Smith	**92.00**
51114	5/1/22	*****8533	Ebony N Washington	**101.00**
51115	5/1/22	*****0256	Debra Gregory	**45.00**
51116	5/1/22	*****9016	Nova L Alfred	**292.00**

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51117	5/1/22	*****9937	Lisa F Jackson		**253.00**
51118	5/1/22	*****6953	Nathan Banks JR		**47.00**
51119	5/1/22	*****0344	Christina L Combs		**253.00**
51123	5/1/22	*****7822	Daudi K Edmond		**64.00**
51124	5/1/22	*****0779	Patricia Rubio		**24.00**
51125	5/1/22	*****6095	Leilani S Gomez		**41.00**
51126	5/1/22	*****9325	JOW & AAW, LLC		**1,706.00**
51127	5/1/22	*****6825	A Classey Corp. DBA: ACL Property Management		**2,817.00**
51128	5/1/22	*****9326	Western Addition Apartments, LLC		**4,187.00**
51129	5/1/22	*****8574	Alamo Square Apartments LLC		**2,601.00**
51131	5/1/22	*****2979	Mr. Donald Rhodes C/O Paul Shatswell Estate		**1,541.00**
51132	5/1/22	*****7079	Federal D Glover		**1,834.00**
51133	5/1/22	*****6137	Guild Mortgage Loan # 503-2003900		**2,299.00**
51134	5/1/22	*****6352	Harris County Housing Authority		**770.11**
51135	5/1/22	*****0348	Hartz Property Management		**1,720.00**
51136	5/1/22	*****1057	Diamond Hillside Apartments		**3,560.00**
51137	5/1/22	*****0978	King County Housing Authority		**1,096.33**
51138	5/1/22	*****3941	Steven Lau		**2,364.00**
51139	5/1/22	*****4593	Miaogen Lu		**2,725.00**
51140	5/1/22	*****3124	Dante McDonald		**2,190.00**
51141	5/1/22	*****4305	Darryl H. Milburn		**1,955.00**
51142	5/1/22	*****2593	Ba Nguyen Thu Thi Ngo		**1,793.00**
51143	5/1/22	*****9798	Catalina Pacheco		**1,969.00**
51144	5/1/22	*****9182	Lorene Paysinger		**1,809.00**
51145	5/1/22	*****7243	Linda Phon		**1,480.00**
51147	5/1/22	*****2839	Salmana S. Shah		**1,727.00**
51148	5/1/22	*****7396	Sierra Pacific Properties		**6,055.00**
51154	5/1/22	*****8705	Khalid Sultan		**1,695.00**
51155	5/1/22	*****8191	Albert S Tam		**1,256.00**
51156	5/1/22	*****5770	Ventana Rental Homes		**389.00**
51157	5/1/22	*****1355	San Marcos Villas		**6,013.00**
51158	5/1/22	*****9322	Western Upper Haight Street Apartments, LLC		**1,743.00**
51159	5/1/22	*****1102	Ying Na Yeung		**1,851.00**
51161	5/1/22	*****1535	Fanny Kao Huang		**1,633.00**
51162	5/1/22	*****7378	Marina Heights Apartments, LP		**19,001.39**
51163	5/1/22	*****7378	Marina Heights Apartments, LP		**25,077.00**
51164	5/1/22	*****7378	Marina Heights Apartments, LP		**21,826.00**
* 50122001	5/1/22	*****2626	9th Street Associates, LP	DD - ES	**4,789.00**

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50122002	5/1/22	*****0229	Meerwais Abdiani	DD - ES	**848.00**
50122003	5/1/22	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	DD - ES	**17,355.00**
50122004	5/1/22	*****9050	Leonda R Addison	DD - ES	**1,812.00**
50122005	5/1/22	*****7139	Amitabh Agrawal	DD - ES	**1,461.00**
50122006	5/1/22	*****6232	Rosario Aguilar	DD - ES	**1,250.00**
50122007	5/1/22	*****5759	Rosa Aguirre	DD - ES	**2,021.00**
50122008	5/1/22	*****9530	Demetrius Alexander	DD - ES	**1,780.00**
50122009	5/1/22	*****5726	Jane Alexander	DD - ES	**710.00**
50122010	5/1/22	*****9681	Dale Alvarez	DD - ES	**1,220.00**
50122012	5/1/22	*****0104	Cecilia Anderson	DD - ES	**2,407.00**
50122013	5/1/22	*****9111	Shawn Anderson	DD - ES	**2,010.00**
50122014	5/1/22	*****5423	Anisa Ebadi	DD - ES	**2,510.00**
50122015	5/1/22	*****5951	Stoneman Apartments	DD - ES	**28,081.00**
50122016	5/1/22	*****5951	Stoneman Apartments	DD - ES	**12,466.00**
50122017	5/1/22	*****8504	Deborah Bailey c/o Select 1 Realty	DD - ES	**2,001.00**
50122018	5/1/22	*****4941	Shruti Motilal Ba-Harani	DD - ES	**2,199.00**
50122019	5/1/22	*****2764	Mel L. Banagan	DD - ES	**1,950.00**
50122020	5/1/22	*****4138	Carlos G. Barraza	DD - ES	**804.00**
50122021	5/1/22	*****3909	Ken Bartlett	DD - ES	**1,562.00**
50122022	5/1/22	*****1494	Donald Scott Barbour	DD - ES	**2,627.00**
50122023	5/1/22	*****7563	John Charles Bautista	DD - ES	**1,939.00**
50122024	5/1/22	*****7019	Baywood Property Management, Inc.	DD - ES	**1,792.00**
50122025	5/1/22	*****3637	Christine Becerra	DD - ES	**1,158.00**
50122026	5/1/22	*****9093	Holly A Hawkins	DD - ES	**6,442.00**
50122027	5/1/22	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	**2,027.00**
50122028	5/1/22	*****2521	Belmont Apartments	DD - ES	**22,380.00**
50122029	5/1/22	*****2521	Belmont Apartments	DD - ES	**31,161.00**
50122030	5/1/22	*****2521	Belmont Apartments	DD - ES	**23,929.00**
50122031	5/1/22	*****5996	Alex Benjamen	DD - ES	**764.00**
50122032	5/1/22	*****6465	Tennyson Berry	DD - ES	**1,668.00**
50122033	5/1/22	*****8634	Bethel Global Development LLC	DD - ES	**2,402.00**
50122034	5/1/22	*****2209	Gina Bhatia	DD - ES	**2,190.00**
50122035	5/1/22	*****1636	Jimmy Bhatia	DD - ES	**1,554.00**
50122036	5/1/22	*****7075	Som N Bhatia	DD - ES	**4,747.00**
50122037	5/1/22	*****0602	Pinakin Bhatt	DD - ES	**2,548.00**
50122038	5/1/22	*****8470	Joseph B. Bachir	DD - ES	**1,950.00**
50122039	5/1/22	*****5924	Steven Booras	DD - ES	**2,875.00**
50122040	5/1/22	*****1438	2018-2 IH Borrower LP	DD - ES	**4,079.00**

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50122041	5/1/22	*****2439	Rosie M Boyd	DD - ES	**2,698.00**
50122042	5/1/22	*****8847	Victoria Boyko	DD - ES	**2,051.00**
50122043	5/1/22	*****3037	Kelly Ann Bradford	DD - ES	**1,356.00**
50122044	5/1/22	*****7855	Mariya Briggs	DD - ES	**3,081.00**
50122045	5/1/22	*****6215	Janet Brown	DD - ES	**2,011.06**
50122046	5/1/22	*****7469	Jessica G. Platt	DD - ES	**1,477.00**
50122047	5/1/22	*****9783	Lauren H Brown	DD - ES	**1,644.00**
50122048	5/1/22	*****9954	Blue Sapphire Homes, Inc.	DD - ES	**2,589.00**
50122049	5/1/22	*****2142	Huong T. Bui	DD - ES	**4,335.00**
50122051	5/1/22	*****3581	Mommi Cannon	DD - ES	**3,283.00**
50122052	5/1/22	*****4042	Donnell I. Carson	DD - ES	**2,025.00**
50122053	5/1/22	*****2700	Carpino, LLC	DD - ES	**1,985.00**
50122054	5/1/22	*****5079	Castle Creek Company, Inc. Trust Account	DD - ES	**1,528.00**
50122055	5/1/22	*****6006	Christopher Todd Chambers	DD - ES	**2,150.00**
50122056	5/1/22	*****6869	Cora Ann Chambers	DD - ES	**515.00**
50122057	5/1/22	*****5571	P. M. Chaobal	DD - ES	**2,165.00**
50122058	5/1/22	*****9661	Chao Chen	DD - ES	**474.00**
50122059	5/1/22	*****1853	Hong Chen	DD - ES	**4,994.00**
50122060	5/1/22	*****8946	Jienlin Chen	DD - ES	**4,291.00**
50122061	5/1/22	*****5473	Hwa-Yoong Chiu	DD - ES	**2,380.00**
50122062	5/1/22	*****3211	Ada Choi	DD - ES	**2,750.00**
50122063	5/1/22	*****2454	Chun Ok Choi	DD - ES	**3,231.00**
50122064	5/1/22	*****7759	Michele Choi	DD - ES	**2,500.00**
50122065	5/1/22	*****2433	Chau Chung	DD - ES	**2,783.00**
50122066	5/1/22	*****0310	City of Pittsburg Housing Authority	DD - ES	**7,265.00**
50122067	5/1/22	*****3591	Juan F. Clara	DD - ES	**1,717.00**
50122068	5/1/22	*****7054	Ping Cao	DD - ES	**2,435.00**
50122069	5/1/22	*****1362	College Park Housing Authority	DD - ES	**1,046.45**
50122070	5/1/22	*****0855	Adolph Rudolph Cortesi III	DD - ES	**1,920.00**
50122071	5/1/22	*****5708	David Elmer Cortesi	DD - ES	**1,583.00**
50122078	5/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**1,881.33**
50122083	5/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**22,290.00**
50122084	5/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**25,722.00**
50122085	5/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**23,605.00**
50122086	5/1/22	*****6569	Jeannette D. Crespo	DD - ES	**2,442.00**
50122087	5/1/22	*****7900	Patricia Crosby	DD - ES	**1,950.00**
50122088	5/1/22	*****6248	Justin Dailey	DD - ES	**1,464.00**

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50122089	5/1/22	*****1622	Dam Quang To	DD - ES	**2,721.00**
50122090	5/1/22	*****0793	Danica J. French Evans	DD - ES	**1,714.00**
50122091	5/1/22	*****2963	Audrey Davis	DD - ES	**1,348.00**
50122092	5/1/22	*****0396	Kesha E. Davis	DD - ES	**973.00**
50122093	5/1/22	*****8929	Kevin Davidson	DD - ES	**1,629.00**
50122094	5/1/22	*****4961	Paulette Davis	DD - ES	**1,595.00**
50122095	5/1/22	*****6115	Roshan M. Davis	DD - ES	**1,429.00**
50122096	5/1/22	*****9068	Jagdeep or Shashi Dayal	DD - ES	**3,685.00**
50122097	5/1/22	*****2031	Wayman Dea	DD - ES	**2,714.00**
50122098	5/1/22	*****8370	Charles Dellamore	DD - ES	**1,666.00**
50122099	5/1/22	*****5882	David De La Torre	DD - ES	**1,757.00**
50122100	5/1/22	*****1004	Brigitte P. Doan	DD - ES	**10,509.00**
50122101	5/1/22	*****3531	Anna Phuongnam Thi Do	DD - ES	**4,872.00**
50122102	5/1/22	*****5568	Ester Coleman Dunlap	DD - ES	**1,026.00**
50122103	5/1/22	*****5326	Tyrone W. Duncan	DD - ES	**1,417.00**
50122104	5/1/22	*****6538	Linda Duong	DD - ES	**1,345.00**
50122105	5/1/22	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**4,185.00**
50122106	5/1/22	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	**1,337.00**
50122107	5/1/22	*****3757	Alma B Espiritu	DD - ES	**2,200.00**
50122108	5/1/22	*****4023	Johnathan Espinoza	DD - ES	**1,540.00**
50122109	5/1/22	*****8122	Gerardo M. Esquivel	DD - ES	**727.00**
50122110	5/1/22	*****6027	Jianxin Fang	DD - ES	**5,315.00**
50122111	5/1/22	*****1830	Xiangfang Li	DD - ES	**2,794.00**
50122112	5/1/22	*****3835	Michael Mao C/O Jing Feng	DD - ES	**2,339.00**
50122113	5/1/22	*****2790	Barbara J. Fierner	DD - ES	**1,875.00**
50122114	5/1/22	*****9447	Joseph Field	DD - ES	**1,137.00**
50122115	5/1/22	*****7691	Hernan Roberto Figueroa	DD - ES	**1,570.00**
50122116	5/1/22	*****0962	Tochia D. Brewster Fleeton	DD - ES	**1,460.00**
50122117	5/1/22	*****5773	Alexander Flowers	DD - ES	**1,395.00**
50122118	5/1/22	*****4032	Fox Creek Apartments	DD - ES	**23,487.00**
50122119	5/1/22	*****4032	Fox Creek Apartments	DD - ES	**9,936.00**
50122120	5/1/22	*****0284	Monica Fraga	DD - ES	**1,866.00**
50122121	5/1/22	*****6894	Rejois O Frazier	DD - ES	**3,858.00**
50122122	5/1/22	*****6265	Mr. Darren Fuller	DD - ES	**2,164.00**
50122124	5/1/22	*****9634	Gialene Gaines	DD - ES	**2,050.00**
50122125	5/1/22	*****6981	Adraine Gardner	DD - ES	**1,466.00**
50122126	5/1/22	*****4278	Antoinette L Garcia	DD - ES	**1,167.00**
50122127	5/1/22	*****7036	David Gardner	DD - ES	**2,105.00**
50122128	5/1/22	*****0785	Rupesh Garg	DD - ES	**2,808.00**

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50122129	5/1/22	*****2931	William H. Gardiner	DD - ES	**1,258.00**
50122130	5/1/22	*****5111	Gateway Apartments	DD - ES	**6,154.00**
50122131	5/1/22	*****5298	Parvindokht Ghaboulidashti	DD - ES	**1,094.00**
50122132	5/1/22	*****1145	Vernon or Eva Gholson	DD - ES	**2,634.00**
50122133	5/1/22	*****5958	Jacqueline Gill	DD - ES	**1,534.00**
50122134	5/1/22	*****3566	Mahavir Gill Mahavir S Gill Sr	DD - ES	**5,260.00**
50122135	5/1/22	*****8187	Sukpran Gill	DD - ES	**1,548.00**
50122136	5/1/22	*****6084	Gold A and S LLC	DD - ES	**2,318.00**
50122137	5/1/22	*****6208	Hadiya A Gomez	DD - ES	**846.00**
50122138	5/1/22	*****3032	Jesse Gonzaga	DD - ES	**2,807.00**
50122139	5/1/22	*****5209	Martin T. Gonsalves	DD - ES	**2,336.00**
50122140	5/1/22	*****2367	Ting Gong	DD - ES	**2,139.00**
50122141	5/1/22	*****6940	Frances Greene	DD - ES	**2,978.00**
50122142	5/1/22	*****4872	Rodney Green	DD - ES	**962.00**
50122143	5/1/22	*****3361	Rupinder Grewal	DD - ES	**2,936.00**
50122144	5/1/22	*****7325	Patricia Gridley	DD - ES	**975.00**
50122145	5/1/22	*****6305	Italo Grossi	DD - ES	**1,588.00**
50122146	5/1/22	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	**1,413.00**
50122147	5/1/22	*****0940	Krystle Guan	DD - ES	**3,925.00**
50122148	5/1/22	*****5987	Bob Gunson Real Estate C/O Julie Hang	DD - ES	**1,359.00**
50122149	5/1/22	*****5267	Abhilash Gupta	DD - ES	**791.00**
50122150	5/1/22	*****7930	Donald R. Watson, Sr.	DD - ES	**878.00**
50122151	5/1/22	*****3342	Peter Hackett	DD - ES	**1,973.00**
50122152	5/1/22	*****6176	Asharfun Nisha Hafiz	DD - ES	**1,667.00**
50122153	5/1/22	*****0457	Jeffrey Paul Hagler	DD - ES	**5,191.00**
50122154	5/1/22	*****9827	Delores Jane Hall	DD - ES	**1,780.00**
50122155	5/1/22	*****4299	Clarence Jerome Hardison	DD - ES	**2,165.00**
50122156	5/1/22	*****6228	David L Hart	DD - ES	**1,939.00**
50122157	5/1/22	*****1769	Lawrence Harrold	DD - ES	**7,258.00**
50122158	5/1/22	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	**8,844.00**
50122159	5/1/22	*****5859	Chuanhu He	DD - ES	**1,917.00**
50122160	5/1/22	*****0855	Ji Yuan He	DD - ES	**2,026.00**
50122161	5/1/22	*****6728	David T. Hennigan	DD - ES	**16,718.00**
50122162	5/1/22	*****3097	Silvester C. Henderson	DD - ES	**3,447.00**
50122163	5/1/22	*****2157	Elias Herrera	DD - ES	**764.00**
50122164	5/1/22	*****1603	Marva Hill	DD - ES	**278.00**
50122165	5/1/22	*****3207	Chainchal Hira	DD - ES	**1,828.00**
50122166	5/1/22	*****6255	Carl E. Hoard II	DD - ES	**1,319.00**
50122167	5/1/22	*****5654	Havy S Hoag	DD - ES	**2,560.00**

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50122168	5/1/22	*****4106	Albert Ho	DD - ES	**1,740.00**
50122169	5/1/22	*****8576	Joyce Ann Hoffman	DD - ES	**1,284.00**
50122170	5/1/22	*****4543	Ronald G. Holmes	DD - ES	**1,360.00**
50122171	5/1/22	*****7987	SRH Holdings LLC	DD - ES	**3,342.00**
50122172	5/1/22	*****2768	Invitation Homes	DD - ES	**5,708.00**
50122173	5/1/22	*****5700	Tony Ho	DD - ES	**1,367.00**
50122174	5/1/22	*****9956	Cheng Huang	DD - ES	**2,794.00**
50122175	5/1/22	*****8816	Ming Zin Huang	DD - ES	**2,860.00**
50122176	5/1/22	*****7984	Tao Huang	DD - ES	**7,395.00**
50122177	5/1/22	*****7838	Xia Jing Huang	DD - ES	**2,586.00**
50122178	5/1/22	*****9084	Nancy Xiu Zhen Hu	DD - ES	**1,985.00**
50122179	5/1/22	*****6229	Thinh Trieu Huynh	DD - ES	**2,400.00**
50122180	5/1/22	*****0778	IGreen House Inc.	DD - ES	**494.00**
50122181	5/1/22	*****7951	IH5 Property West LP	DD - ES	**3,194.00**
50122182	5/1/22	*****8323	Keyee Investment LLC	DD - ES	**1,233.00**
50122183	5/1/22	*****1017	LaShon D Irving	DD - ES	**1,720.00**
50122184	5/1/22	*****6821	Michael or Kay Isola	DD - ES	**2,319.00**
50122185	5/1/22	*****4913	Jabbarr Love	DD - ES	**1,827.00**
50122186	5/1/22	*****2036	Brandi Jackson c/o Perry Realty Team	DD - ES	**2,083.00**
50122187	5/1/22	*****1075	Consuelo Marie Jackson	DD - ES	**2,868.00**
50122188	5/1/22	*****5120	Deepika Sameer Jain	DD - ES	**3,318.00**
50122189	5/1/22	*****4910	Sameer Jain	DD - ES	**9,655.00**
50122190	5/1/22	*****3307	Vishal S. Jain	DD - ES	**1,157.00**
50122191	5/1/22	*****1349	Jason Le	DD - ES	**2,770.00**
50122192	5/1/22	*****6917	Jian Xing Zhang	DD - ES	**1,486.00**
50122193	5/1/22	*****3090	Krystal Johnson	DD - ES	**1,963.00**
50122194	5/1/22	*****8569	Ronita Johnson	DD - ES	**1,480.00**
50122195	5/1/22	*****2434	Sharon Jones	DD - ES	**1,887.00**
50122196	5/1/22	*****4905	Mostaeen B Jouya	DD - ES	**1,027.00**
50122197	5/1/22	*****4310	Junchi Hou	DD - ES	**2,554.00**
50122198	5/1/22	*****5647	Om Parkash Kalra	DD - ES	**3,698.00**
50122199	5/1/22	*****8425	Wei Kang	DD - ES	**5,042.00**
50122200	5/1/22	*****7429	Navkirandeep Kaur	DD - ES	**2,497.00**
50122201	5/1/22	*****5248	KC Prime LLC	DD - ES	**1,223.00**
50122202	5/1/22	*****6180	K. E. M. Group LLC	DD - ES	**1,811.00**
50122203	5/1/22	*****9411	Anthony Keslinke	DD - ES	**3,305.00**
50122204	5/1/22	*****6230	Kevin Moffett	DD - ES	**2,053.00**
50122205	5/1/22	*****2578	Faraz Ali Khan	DD - ES	**1,405.00**
50122206	5/1/22	*****0888	KW Kirker Creek, LLC	DD - ES	**3,797.00**
50122207	5/1/22	*****9221	John N Kitta	DD - ES	**2,760.00**

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50122208	5/1/22	*****7475	Qi Yun Kuang	DD - ES	**6,824.00**
50122209	5/1/22	*****8506	Simon Kailiang Kuang	DD - ES	**1,348.00**
50122210	5/1/22	*****9316	Zdzislaw Kujawa	DD - ES	**1,311.00**
50122211	5/1/22	*****2585	Daniel Kwan	DD - ES	**3,775.00**
50122212	5/1/22	*****8326	Thomas LaFleur	DD - ES	**1,594.00**
50122213	5/1/22	*****7845	Chow Kang Lam	DD - ES	**1,703.00**
50122214	5/1/22	*****6520	Shirley Manly-Lampkin	DD - ES	**1,043.00**
50122215	5/1/22	*****7975	Peter C. Larsen	DD - ES	**1,522.00**
50122216	5/1/22	*****2401	Kevin Lassair Terrilyn Lassair	DD - ES	**405.00**
50122217	5/1/22	*****4732	Latif, LLC	DD - ES	**4,633.00**
50122218	5/1/22	*****2293	LCSTAR, LLC	DD - ES	**3,234.00**
50122219	5/1/22	*****0984	Dao Tran Le	DD - ES	**2,018.00**
50122220	5/1/22	*****8548	Jack Wai Lee	DD - ES	**2,536.00**
50122221	5/1/22	*****1755	Siu Wan Windytiti Lee	DD - ES	**2,051.00**
50122222	5/1/22	*****2527	Steven Lee	DD - ES	**1,638.00**
50122223	5/1/22	*****5289	Yuhjen Juang Lee	DD - ES	**1,932.00**
50122224	5/1/22	*****7087	Huy Nguyen Le	DD - ES	**2,461.00**
50122225	5/1/22	*****1860	Lena Le	DD - ES	**864.00**
50122226	5/1/22	*****3782	Joseph C. Lerma	DD - ES	**1,420.00**
50122227	5/1/22	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**1,538.00**
50122228	5/1/22	*****3410	John M. Leung	DD - ES	**7,183.00**
50122229	5/1/22	*****3743	May Leung or Rodney Chen	DD - ES	**3,770.00**
50122230	5/1/22	*****2110	Peter Leung	DD - ES	**2,346.00**
50122231	5/1/22	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	**10,287.00**
50122232	5/1/22	*****0416	Faqiang Li	DD - ES	**2,700.00**
50122233	5/1/22	*****8871	Jie Li	DD - ES	**1,921.00**
50122234	5/1/22	*****7827	Jinhuan Li	DD - ES	**1,515.00**
50122235	5/1/22	*****9346	Joshua Li	DD - ES	**1,123.00**
50122236	5/1/22	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	**1,166.00**
50122238	5/1/22	*****0050	Wei Min Li	DD - ES	**1,620.00**
50122239	5/1/22	*****9003	Ying Hong Li	DD - ES	**3,323.00**
50122240	5/1/22	*****0198	Belkis Zhong Li	DD - ES	**1,513.00**
50122241	5/1/22	*****1646	Paul Long	DD - ES	**1,403.00**
50122242	5/1/22	*****1474	Los Medanos Village Apartments	DD - ES	**14,706.00**
50122243	5/1/22	*****7531	Tony or Yvonne Louie	DD - ES	**1,106.00**
50122244	5/1/22	*****3708	Anthony Charles Loyola	DD - ES	**547.00**
50122245	5/1/22	*****7720	Jose Loza	DD - ES	**1,083.00**
50122246	5/1/22	*****2354	Andrew Kin Lui	DD - ES	**2,479.00**

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50122247	5/1/22	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	**1,482.00**
50122248	5/1/22	*****1494	Xiangwen Lu	DD - ES	**3,142.00**
50122249	5/1/22	*****2147	Chi Vien Ly	DD - ES	**1,073.00**
50122250	5/1/22	*****4009	Yolanda McDonald	DD - ES	**2,102.00**
50122251	5/1/22	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES	**1,903.00**
50122252	5/1/22	*****5865	Rakesh Madra	DD - ES	**3,106.00**
50122253	5/1/22	*****2191	Radha Mahesram	DD - ES	**3,010.00**
50122254	5/1/22	*****7358	Mahnoor Tariq	DD - ES	**3,923.00**
50122255	5/1/22	*****4372	Jennifer Leung Ma	DD - ES	**3,873.00**
50122256	5/1/22	*****6115	Rahul Malik	DD - ES	**3,735.00**
50122257	5/1/22	*****1989	Jeff Mann	DD - ES	**6,330.00**
50122258	5/1/22	*****5378	Glenn Marshall	DD - ES	**1,805.00**
50122259	5/1/22	*****2875	Marla Y Harrison	DD - ES	**588.00**
50122260	5/1/22	*****4697	Elisa Aurora Martinez	DD - ES	**2,746.00**
50122261	5/1/22	*****9206	Demetria d Mason	DD - ES	**2,881.00**
50122262	5/1/22	*****9994	Matthew Lui	DD - ES	**1,617.00**
50122263	5/1/22	*****6768	Matrixone Realty	DD - ES	**1,091.00**
50122264	5/1/22	*****5255	Helen McCarthy	DD - ES	**1,943.00**
50122265	5/1/22	*****1152	Janice K McLean	DD - ES	**1,230.00**
50122266	5/1/22	*****4675	Meadow Glen Apartments	DD - ES	**1,925.00**
50122267	5/1/22	*****9866	Tatung Mei	DD - ES	**3,564.00**
50122268	5/1/22	*****5245	Jinyu Meng	DD - ES	**1,939.00**
50122269	5/1/22	*****4885	Sabine Menzel	DD - ES	**4,577.00**
50122270	5/1/22	*****0133	Mercedes P. Johnson	DD - ES	**748.00**
50122271	5/1/22	*****8272	Hector Meza	DD - ES	**932.00**
50122272	5/1/22	*****9885	Andrew S Miloslavich	DD - ES	**1,904.00**
50122273	5/1/22	*****7437	Perchak Properties for Carol Miller	DD - ES	**2,244.00**
50122274	5/1/22	*****4000	Millennium Homes	DD - ES	**2,187.00**
50122275	5/1/22	*****9782	Maryann Miller	DD - ES	**798.00**
50122276	5/1/22	*****2618	Carlos J Miranda	DD - ES	**579.00**
50122277	5/1/22	*****0772	Hassan Mirabedi	DD - ES	**10,118.00**
50122278	5/1/22	*****6741	Gwendolyn Mitchell	DD - ES	**3,458.00**
50122279	5/1/22	*****4885	Momin Raees	DD - ES	**2,603.00**
50122280	5/1/22	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	**1,822.00**
50122281	5/1/22	*****4676	Erik L Morris	DD - ES	**1,312.00**
50122282	5/1/22	*****3624	Diane Morin	DD - ES	**2,090.00**
50122283	5/1/22	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	**803.00**
50122284	5/1/22	*****1388	Mynd Management Inc,	DD - ES	**2,996.00**

50122285	5/1/22	*****0105	Ehsan Nabkel	DD - ES	**3,083.00**
50122286	5/1/22	*****6234	Shinder Paul Narabut	DD - ES	**5,474.00**
50122287	5/1/22	*****0054	NC Associates, Inc.	DD - ES	**18,996.00**
50122288	5/1/22	*****9180	Michael Nelson	DD - ES	**3,189.00**
50122289	5/1/22	*****5257	Guy Nesbeth	DD - ES	**1,760.00**
50122290	5/1/22	*****1072	Dominic Y Ng	DD - ES	**3,157.00**
50122291	5/1/22	*****3604	Knowland Ging Ng	DD - ES	**2,083.00**
50122292	5/1/22	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES	**298.00**
50122293	5/1/22	*****0738	Hieu Nguyen	DD - ES	**1,643.00**
50122294	5/1/22	*****7154	Huy Quang Nguyen	DD - ES	**2,103.00**
50122295	5/1/22	*****8307	Mai Thi Thanh Nguyen	DD - ES	**1,951.00**
50122296	5/1/22	*****4366	Quyen Nguyen	DD - ES	**1,900.00**
50122297	5/1/22	*****8241	Tieu Nguyen	DD - ES	**688.00**
50122298	5/1/22	*****2660	Nichole Nicholson	DD - ES	**2,357.00**
50122299	5/1/22	*****7265	Ernest Nichols III	DD - ES	**3,301.00**
50122300	5/1/22	*****6497	Peter Niloufari	DD - ES	**4,203.00**
50122302	5/1/22	*****8129	Kevin Nord	DD - ES	**1,762.00**
50122303	5/1/22	*****0056	Richard A Norte	DD - ES	**2,553.00**
50122304	5/1/22	*****2286	North State Financial, Inc.	DD - ES	**810.00**
50122305	5/1/22	*****7171	New Way Management Services, Inc.	DD - ES	**26,378.00**
50122306	5/1/22	*****0056	Sheryl O'Brien	DD - ES	**823.00**
50122307	5/1/22	*****1194	Jennifer Odei	DD - ES	**1,497.00**
50122308	5/1/22	*****5572	Dwight J Owens	DD - ES	**546.00**
50122309	5/1/22	*****1780	Diane Oles	DD - ES	**1,540.00**
50122310	5/1/22	*****4543	Esosa A. Omokaro	DD - ES	**1,716.00**
50122311	5/1/22	*****3741	Sandra L Ortiz	DD - ES	**1,785.00**
50122312	5/1/22	*****1081	Chinenye Osuagwu	DD - ES	**2,716.00**
50122313	5/1/22	*****3324	Mutlu Ozer	DD - ES	**2,180.00**
50122314	5/1/22	*****6009	Diablo Pacific, Inc.	DD - ES	**3,297.00**
50122315	5/1/22	*****4083	Pacific Living, LLC	DD - ES	**2,769.00**
50122316	5/1/22	*****7654	Patricia Boss	DD - ES	**1,273.00**
50122317	5/1/22	*****7811	Hemangini & Vijendra Patel	DD - ES	**2,957.00**
50122318	5/1/22	*****0885	Kokila Patel	DD - ES	**787.00**
50122319	5/1/22	*****0346	Patiala, LLC Deepinder Kaur or Ajay Singh	DD - ES	**2,287.00**
50122320	5/1/22	*****8684	Virendra M. Patel	DD - ES	**574.00**
50122321	5/1/22	*****8047	Jason Pauline	DD - ES	**1,910.00**
50122322	5/1/22	*****3189	Loycell Peacock	DD - ES	**1,391.00**
50122323	5/1/22	*****5165	Scott Pease	DD - ES	**1,660.00**
50122324	5/1/22	*****8805	Alonso R. Perez	DD - ES	**1,486.00**

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50122325	5/1/22	*****3278	Maria Del Carmen Perez	DD - ES	**268.00**
50122326	5/1/22	*****6784	Lowde Y. Perkins	DD - ES	**922.00**
50122327	5/1/22	*****4893	Cong Thi Pham	DD - ES	**2,336.00**
50122328	5/1/22	*****5884	May K. Pho	DD - ES	**2,649.00**
50122329	5/1/22	*****0958	Pittsburg Park Apartments	DD - ES	**2,952.00**
50122330	5/1/22	*****2744	SK Pittsburg Bay Point SK Pittsburg Bay Point	DD - ES	**1,267.00**
50122331	5/1/22	*****1097	Bay Point Orphans Fund, LLC	DD - ES	**1,780.00**
50122332	5/1/22	*****2849	IH5 Property West LP	DD - ES	**1,769.00**
50122333	5/1/22	*****3398	Marples Property Management	DD - ES	**1,870.00**
50122334	5/1/22	*****4650	A. Meadows Property Management	DD - ES	**3,352.00**
50122335	5/1/22	*****6551	Parks Property Management	DD - ES	**1,711.00**
50122336	5/1/22	*****7789	Stokley Properties LLC Harbor	DD - ES	**2,659.00**
50122337	5/1/22	*****8055	Property Upsurge, Inc.	DD - ES	**2,162.00**
50122338	5/1/22	*****0782	Amjad Qaqish	DD - ES	**885.00**
50122339	5/1/22	*****9542	Sam or Sonia Quinones	DD - ES	**1,800.00**
50122340	5/1/22	*****4029	Amos Radford	DD - ES	**1,432.00**
50122341	5/1/22	*****1034	Kuljit P Raju	DD - ES	**1,819.00**
50122342	5/1/22	*****2261	Paramjit K. Raju	DD - ES	**2,190.00**
50122343	5/1/22	*****3452	Christopher Ramirez	DD - ES	**2,818.00**
50122344	5/1/22	*****8489	Enrique or Stacy Ramirez	DD - ES	**425.00**
50122345	5/1/22	*****2162	Erika Ramirez	DD - ES	**1,345.00**
50122346	5/1/22	*****7228	Ramsey Horton	DD - ES	**1,885.00**
50122347	5/1/22	*****7466	Javier Ramos Avila	DD - ES	**1,996.00**
50122348	5/1/22	*****2283	Rohini Ram-Cline	DD - ES	**2,171.00**
50122349	5/1/22	*****6068	David Raughton	DD - ES	**1,933.00**
50122350	5/1/22	*****8337	RayCaro Inc.	DD - ES	**2,268.00**
50122351	5/1/22	*****8227	Croskey Real Estate, Inc.	DD - ES	**1,479.00**
50122352	5/1/22	*****6703	Amerasia Real Estate Fund LLC	DD - ES	**2,373.00**
50122353	5/1/22	*****7083	Reliant - Woods Grove, LP	DD - ES	**16,876.00**
50122354	5/1/22	*****7349	Eric Franklin Remson	DD - ES	**633.00**
50122355	5/1/22	*****3881	RH Portofino Owner CA LLC	DD - ES	**11,714.00**
50122356	5/1/22	*****9215	Kameryn Victoria Ray	DD - ES	**1,868.00**
50122357	5/1/22	*****9321	Roger Riley	DD - ES	**1,901.00**
50122358	5/1/22	*****4562	Rising Investments LLC	DD - ES	**7,056.00**
50122359	5/1/22	*****4809	Robert W. Daniels	DD - ES	**2,644.00**
50122360	5/1/22	*****0694	Jason Ruffin	DD - ES	**2,504.00**
50122361	5/1/22	*****4579	Elvira Ruiz	DD - ES	**1,855.00**
50122362	5/1/22	*****5248	Constance Russell	DD - ES	**2,300.00**
50122363	5/1/22	*****3871	Maridel P Santos	DD - ES	**1,649.00**
50122364	5/1/22	*****7615	Gregory Paul Schulz	DD - ES	**1,567.00**

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50122365	5/1/22	*****9954	Richard M. Sciortino	DD - ES	**2,210.00**
50122366	5/1/22	*****7031	Jacqueline Selinger	DD - ES	**1,658.00**
50122367	5/1/22	*****5346	Young Sook Seroy	DD - ES	**1,606.00**
50122368	5/1/22	*****1446	Mohinder Sharma	DD - ES	**1,016.00**
50122369	5/1/22	*****7239	Shailesh & Bela Patel	DD - ES	**1,128.00**
50122370	5/1/22	*****1357	Mohammad Shekib	DD - ES	**1,939.00**
50122371	5/1/22	*****5981	Yihui Shi	DD - ES	**316.00**
50122372	5/1/22	*****5994	Shorten Investments LLC	DD - ES	**5,358.00**
50122373	5/1/22	*****7396	Sierra Pacific Properties Inc Sierra Pacific Properties Inc	DD - ES	**17,086.00**
50122374	5/1/22	*****7789	Siena Court Apartments	DD - ES	**18,746.00**
50122375	5/1/22	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**6,457.00**
50122376	5/1/22	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**27,339.00**
50122377	5/1/22	*****6650	Frank M. Siino	DD - ES	**944.00**
50122378	5/1/22	*****8035	Joseph Michael Siino	DD - ES	**1,680.00**
50122379	5/1/22	*****5399	Gloria Silva	DD - ES	**530.00**
50122380	5/1/22	*****8407	Marc J. Simpson	DD - ES	**1,642.00**
50122381	5/1/22	*****3639	Raman Singh	DD - ES	**2,974.00**
50122382	5/1/22	*****6058	Son Singh	DD - ES	**1,500.00**
50122383	5/1/22	*****0700	Crystal Situ	DD - ES	**1,250.00**
50122384	5/1/22	*****3853	Lakesha Michelle Smith Lionel R Smith	DD - ES	**1,975.00**
50122385	5/1/22	*****4970	Molly Smith	DD - ES	**2,000.00**
50122386	5/1/22	*****9092	Sherritta M Smith	DD - ES	**798.00**
50122387	5/1/22	*****2032	Cinthia Sosa	DD - ES	**2,448.00**
50122388	5/1/22	*****6977	Angela E. Robinson-Spencer	DD - ES	**1,241.00**
50122390	5/1/22	*****6388	1300 Linda Vista, LLC	DD - ES	**1,558.00**
50122391	5/1/22	*****5308	Darice Streeter c/o R R Rentals	DD - ES	**1,900.00**
50122393	5/1/22	*****8216	Abby Sukarto	DD - ES	**8,432.00**
50122394	5/1/22	*****7479	Ms. Li Su	DD - ES	**1,472.00**
50122395	5/1/22	*****1235	Summit Venture Group, LLC	DD - ES	**2,733.00**
50122396	5/1/22	*****6168	Kamaljeet Surila	DD - ES	**1,684.00**
50122397	5/1/22	*****3302	Susana Paduro-Silva	DD - ES	**2,296.00**
50122398	5/1/22	*****0804	Svetlana Kondratiouk	DD - ES	**3,338.00**
50122399	5/1/22	*****0399	Joyce Hui Sy	DD - ES	**7,807.00**
50122400	5/1/22	*****3065	Tasharie C. Ameral	DD - ES	**1,609.00**
50122401	5/1/22	*****6283	Yun Teng Weijie Zhang	DD - ES	**1,574.00**

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50122402	5/1/22	*****9166	Natasha Terry	DD - ES	**1,923.00**
50122403	5/1/22	*****9314	Silvia Thein and Ada Choi	DD - ES	**2,328.00**
50122404	5/1/22	*****7191	Tequila Nashannon Thornton	DD - ES	**2,862.00**
50122405	5/1/22	*****1714	Yoway Wilson Tong	DD - ES	**1,964.00**
50122406	5/1/22	*****1405	Lourdes or Raymond Tovar	DD - ES	**1,374.00**
50122407	5/1/22	*****2094	Raphael Minhtuyen Tran	DD - ES	**5,705.00**
50122408	5/1/22	*****8623	Richard Tran	DD - ES	**2,789.00**
50122409	5/1/22	*****1327	Thuy Tran	DD - ES	**1,148.00**
50122410	5/1/22	*****6165	Thanh Van Trinh	DD - ES	**1,486.00**
50122411	5/1/22	*****5313	Sean Thuyet Truong	DD - ES	**1,208.00**
50122412	5/1/22	*****9321	Van Truong	DD - ES	**1,717.00**
50122413	5/1/22	*****8392	Xavier Van Truong	DD - ES	**1,256.00**
50122414	5/1/22	*****6917	Erica Uschold	DD - ES	**2,950.00**
50122415	5/1/22	*****4582	Lidia Valladares	DD - ES	**1,561.00**
50122416	5/1/22	*****0250	Victor D Valenzuela	DD - ES	**2,875.00**
50122417	5/1/22	*****3371	Gary D. Vasconcellos	DD - ES	**1,720.00**
50122418	5/1/22	*****3239	Veritel Homes LLC	DD - ES	**2,329.00**
50122419	5/1/22	*****5310	Azell Vickers	DD - ES	**2,648.00**
50122420	5/1/22	*****9682	Nuno G Vieira	DD - ES	**4,350.00**
50122421	5/1/22	*****7391	Kim Uyen Minh Vu	DD - ES	**1,239.00**
50122422	5/1/22	*****2720	Stephen Cordell Wafer	DD - ES	**1,213.00**
50122423	5/1/22	*****6924	Lining Wan	DD - ES	**2,235.00**
50122424	5/1/22	*****6945	Wei Wang	DD - ES	**1,940.00**
50122425	5/1/22	*****1634	Yu Ruo Wang	DD - ES	**2,016.00**
50122426	5/1/22	*****7593	Ms. Brigitte Warren C/O Perry Realty Team	DD - ES	**2,583.00**
50122428	5/1/22	*****5295	Holly Wen	DD - ES	**793.00**
50122429	5/1/22	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**4,904.00**
50122430	5/1/22	*****6220	Fenny Wijayanti	DD - ES	**989.00**
50122431	5/1/22	*****7867	Adrienne Wilson	DD - ES	**1,951.00**
			TPG Rental Prop MGmt C/O Maggy A		
50122432	5/1/22	*****5057	Kathleen and John Wilson	DD - ES	**1,152.00**
50122433	5/1/22	*****8702	Kathy D. Williams	DD - ES	**2,705.00**
50122434	5/1/22	*****5480	Tasia La Vonda Williams	DD - ES	**2,800.00**
50122435	5/1/22	*****5026	Windeler Development Group, Inc.	DD - ES	**987.00**
50122436	5/1/22	*****1906	Warren Wolfeld	DD - ES	**5,650.00**
50122437	5/1/22	*****1157	Har Pan Wong	DD - ES	**6,838.00**
50122438	5/1/22	*****6356	Joanne Wong	DD - ES	**1,450.00**
50122439	5/1/22	*****1060	Kinney Ming Wong	DD - ES	**634.00**
50122441	5/1/22	*****2784	Vincent Wong	DD - ES	**1,646.00**

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50122442	5/1/22	*****3962	Hong Wu	DD - ES	**3,695.00**
50122443	5/1/22	*****3698	Zhang Jin Wu	DD - ES	**3,468.00**
50122444	5/1/22	*****2556	Drewcillia Wyatt	DD - ES	**3,942.00**
50122445	5/1/22	*****2651	Sheree Wynn	DD - ES	**2,219.00**
50122446	5/1/22	*****4644	Chao Xu	DD - ES	**2,940.00**
50122447	5/1/22	*****3880	Ping Ping Xu Keming Wang	DD - ES	**2,384.00**
50122448	5/1/22	*****5087	Zhou Xu	DD - ES	**2,853.00**
50122449	5/1/22	*****4383	Yifan Ye Mike Perry, Property Manager	DD - ES	**2,512.00**
50122450	5/1/22	*****6779	Sally Yip	DD - ES	**912.00**
50122451	5/1/22	*****6210	Yong Qiang Lu	DD - ES	**1,790.00**
50122452	5/1/22	*****6178	Chris Kui You	DD - ES	**2,407.00**
50122453	5/1/22	*****7622	Yee Yue Cheung	DD - ES	**1,295.00**
50122454	5/1/22	*****8664	Mohammad Zalmaiyar	DD - ES	**1,583.00**
50122455	5/1/22	*****7638	Jielu Zhao	DD - ES	**1,412.00**
50122456	5/1/22	*****2407	Katherine Zhao	DD - ES	**1,938.00**
50122457	5/1/22	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	**1,988.00**
50122458	5/1/22	*****3259	Xirong Zhao	DD - ES	**862.00**
50122459	5/1/22	*****5640	Yan Zhang	DD - ES	**1,898.00**
50122460	5/1/22	*****4367	Xiang Yang Zheng	DD - ES	**1,462.00**
50122461	5/1/22	*****9263	Zhixing Li	DD - ES	**2,583.00**
50122462	5/1/22	*****3830	Joy Yi Zhou	DD - ES	**1,932.00**
50122463	5/1/22	*****7805	Shengguo Zhu	DD - ES	**5,400.00**
50122464	5/1/22	*****6132	Ying Zhu Ying Zhu	DD - ES	**4,009.00**
50122465	5/1/22	*****4651	Weijie Zhang	DD - ES	**1,130.00**

Housing Choice Voucher

HAP	1,527,688.78
UR	8,342.61
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	331.22
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	1,971.00
All Payments	**$1,538,333.61**

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Check Summary

May 1, 2022

Check Number	Check Date	Payee Tax ID	Payee	Amount
Project Based Voucher				
51099	5/1/22	*****5111	Tonia Nichols	**60.00**
51120	5/1/22	*****8214	Joe Lewis	**68.00**
51121	5/1/22	*****1450	Leslea E Kendall	**68.00**
51122	5/1/22	*****5685	Mark D Behn	**47.00**
51149	5/1/22	*****8996	Veterans Square LP	**26,107.00**
51150	5/1/22	*****8996	Veterans Square LP	**30,796.00**
51151	5/1/22	*****8996	Veterans Square LP	**29,634.00**
51152	5/1/22	*****8996	Veterans Square LP	**27,881.00**
51153	5/1/22	*****8996	Veterans Square LP	**10,599.00**

Project Based Voucher	HAP	125,017.00
	UR	243.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	0.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$125,260.00**

Check Summary

May 1, 2022

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
51041	5/1/22	*****8792	James E Phifer Jr.	**22.00**
51095	5/1/22	*****2062	John M Ferguson	**18.00**
51126	5/1/22	*****9325	JOW & AAW, LLC	**2,184.00**
51128	5/1/22	*****9326	Western Addition Apartments, LLC	**1,548.00**
51130	5/1/22	*****2361	George Edward Cole	**1,297.00**
51146	5/1/22	*****2116	MSR Rental Properties, LLC C/O EEN Property Management	**1,797.00**
51156	5/1/22	*****5770	Ventana Rental Homes	**-389.00**
51160	5/1/22	*****9507	Olga M. Disney	**1,354.00**

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51162	5/1/22	*****7378	Marina Heights Apartments, LP		**4,561.00**
51163	5/1/22	*****7378	Marina Heights Apartments, LP		**2,946.00**
51164	5/1/22	*****7378	Marina Heights Apartments, LP		**1,518.00**
50122011	5/1/22	*****4636	Felipe Amarante	DD - ES	**1,483.00**
50122021	5/1/22	*****3909	Ken Bartlett	DD - ES	**1,370.00**
50122035	5/1/22	*****1636	Jimmy Bhatia	DD - ES	**1,172.00**
50122036	5/1/22	*****7075	Som N Bhatia	DD - ES	**1,183.00**
50122050	5/1/22	*****8860	Joe Burns	DD - ES	**1,079.00**
50122072	5/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**21,780.17**
50122073	5/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**12,772.50**
50122074	5/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**13,743.68**
50122075	5/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**15,977.92**
50122076	5/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**16,655.17**
50122077	5/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**16,974.11**
50122078	5/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**10,375.50**
50122079	5/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**13,744.83**
50122080	5/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**21,746.56**
50122081	5/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**11,876.16**
50122082	5/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**2,438.45**
50122083	5/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**3,730.00**
50122084	5/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**6,093.00**
50122085	5/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**5,926.00**
50122105	5/1/22	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**582.00**
50122119	5/1/22	*****4032	Fox Creek Apartments	DD - ES	**804.00**
50122123	5/1/22	*****8997	Fan Fuller	DD - ES	**1,526.00**
50122130	5/1/22	*****5111	Gateway Apartments	DD - ES	**3,665.00**
50122149	5/1/22	*****5267	Abhilash Gupta	DD - ES	**1,797.00**
50122161	5/1/22	*****6728	David T. Hennigan	DD - ES	**3,356.00**
50122227	5/1/22	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**2,479.00**
50122237	5/1/22	*****1547	Paul Livson	DD - ES	**744.00**
50122248	5/1/22	*****1494	Xiangwen Lu	DD - ES	**3,475.00**
50122301	5/1/22	*****9886	Northstar Financial Group, LLC	DD - ES	**2,547.00**
50122346	5/1/22	*****7228	Ramsey Horton	DD - ES	**2,026.00**
50122352	5/1/22	*****6703	Amerasia Real Estate Fund LLC	DD - ES	**1,662.00**
50122353	5/1/22	*****7083	Reliant - Woods Grove, LP	DD - ES	**1,200.00**
50122373	5/1/22	*****7396	Sierra Pacific Properties Inc Sierra Pacific Properties Inc	DD - ES	**3,842.00**
50122374	5/1/22	*****7789	Siena Court Apartments	DD - ES	**1,315.00**

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50122375	5/1/22	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**2,832.00**
50122376	5/1/22	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**1,761.00**
50122389	5/1/22	*****3465	Ramzi D Srouji	DD - ES	**2,186.00**
50122392	5/1/22	*****0437	Suisun City Housing Authority	DD - ES	**1,482.33**
50122427	5/1/22	*****4563	Isidoro Weitzman	DD - ES	**1,600.00**
50122429	5/1/22	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**1,033.00**
50122440	5/1/22	*****0238	Shirley Ank Wong	DD - ES	**1,460.00**

VASH	HAP	232,993.00
	UR	40.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	7,318.38
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$240,351.38**

Grand Total		
	HAP	1,885,698.78
	UR	8,625.61
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	7,649.60
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	1,971.00
	All Payments	**$1,903,944.99**

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Check Summary

May 15, 2022

	Check Number	Check Date	Payee Tax ID	Payee		Amount
Housing Choice Voucher						
*	51165	5/15/22	*****0912	Nicolas A Wagnon		**36.00**
	51168	5/15/22	*****1355	San Marcos Villas		**324.00**
	51169	5/15/22	*****2521	Belmont Apartments		**514.00**
	51170	5/15/22	*****7378	Marina Heights Apartments, LP		**648.00**
*	51522001	5/15/22	*****2513	Clara Beatriz Cardenas	DD - ES	**1,493.00**
	51522003	5/15/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**1,504.00**
	51522004	5/15/22	*****8506	Simon Kailiang Kuang	DD - ES	**283.00**
	51522005	5/15/22	*****6741	Gwendolyn Mitchell	DD - ES	**478.00**
	51522006	5/15/22	*****8055	Property Upsurge, Inc.	DD - ES	**2,365.27**
	51522007	5/15/22	*****7396	Sierra Pacific Properties Inc Sierra Pacific Properties Inc	DD - ES	**81.00**
	51522008	5/15/22	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**2,978.00**
	51522010	5/15/22	*****0447	Vacaville Housing Authority	DD - ES	**83.12**

Housing Choice Voucher	HAP	10,154.27
	UR	36.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	83.12
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	514.00
	All Payments	**$10,787.39**

Check Summary

May 15, 2022

	Check Number	Check Date	Payee Tax ID	Payee	Amount
Project Based Voucher					
	51166	5/15/22	*****5533	Daniel M Millanfriel	**23.00**
	51167	5/15/22	*****8996	Veterans Square LP	**229.00**

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Project Based Voucher	HAP	229.00
	UR	23.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	0.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$252.00**

Check Summary

May 15, 2022

Check Number	Check Date	Payee Tax ID	Payee		**Amount**
VASH					
51522002	5/15/22	*****0746	Contra Costa County Housing Authority	DD - ES	**5,162.99**
51522009	5/15/22	*****0437	Suisun City Housing Authority	DD - ES	**152.00**

VASH	HAP	5,032.00
	UR	0.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	282.99
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$5,314.99**

Grand Total		
	HAP	15,415.27
	UR	59.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	366.11
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	514.00
	All Payments	**$16,354.38**

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HOUSING AUTHORITY OF THE CITY OF PITTSBURG
DISBURSEMENT SUMMARY
FOR THE MONTH ENDED JUNE 30, 2022

VOUCHERS

Ck#	Amount	HAP[1]	VASH[2]	UR[3]	Portability	Admin. Fee	TOTAL
51172-51293 60122001-60122457	$ 1,704,883.58	1,502,260.69	132,262.00	8,361.61	58,845.00	3,154.28	$ 1,704,883.58
51294-51297 61522001-61522018	27,999.84	17,882.84	266.00	56.00	9,546.00	249.00	27,999.84
TOTAL	**$ 1,732,883.42**	**1,520,143.53**	**132,528.00**	**8,417.61**	**68,391.00**	**3,403.28**	**$ 1,732,883.42**

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

ADMINISTRATIVE EXPENSES

Description	TOTAL
Salaries and Wages	$ 46,391.11
Salaries- Overtime	-
Retirement Miscellaneous	3,419.30
Retirement - Pension Bonds	7,665.50
Health Insurance - Employees	6,101.44
Additional CalPERS Pension Contribution	381.39
Life Insurance	70.68
Dental Insurance	539.70
Vision - Employee	59.22
Workers' Compensation	1,615.67
Unemployment Insurance	270.06
Disability Insurance	138.32
F I C A & Medicare	3,575.72
Deferred Compensation - Employer	525.00
Vac Buy-Bk/Empl Termination	1,061.17
Pension 115 Trust	655.92
Retiree OPEB Costs	3,017.83
Office Supplies & Materials	131.09
Computer Software Expense	1,537.12
Postage	5.30
Misc Equipment & Furniture	1,092.49
Utilities - Electric	2,760.30
Utilities - Water	13.84
Utilities - Telephone Service	314.89
Utilities - WiFi/Cellphone Service	421.58
Membership Dues & Subscriptions	949.00
Travel, Training & Conferences	149.00
Insurance - Alloc Chgs	3,246.33
Other Contractual & Professional Service	9,262.94
Maintenance Agreements	20,759.46
Maintenance & Repairs	2,743.79
Building Rental	2,375.00
Fleet Maintenance Alloc Chgs	592.58
Building Maintenance Alloc Chgs	1,769.42
Information Systems Alloc Chgs	1,755.67
Admin Overhead Paid to City	4,830.33
Capital Equipment & Furniture	3,833.58
Other fees	216.60
Transfer-Out to OPEB Fund	1,556.67
	$ 135,805.01

VOIDED CHECKS & ADJUSTMENTS

Ck#	Reason	Amount
	ACH Returns/Recall	$ (8,682.00)
	Returned check on overpayment	(14,125.09)
	Unreported Income Adjustment	(20,848.27)
	TOTAL	$ (43,655.36)

Prepared by: LM
Reviewed by:

NET OF ISSUED AND VOIDED PAYMENTS $ 1,825,033.07

Check Summary

June 1, 2022

	Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher					
*	51172	6/1/22	*****4282	Cynthia g Cones	**33.00**
	51174	6/1/22	*****6935	Samaiyah A Warren	**79.00**
	51175	6/1/22	*****9283	Latoya C Roper	**73.00**
	51176	6/1/22	*****3834	Denise L Irvin	**36.00**
	51177	6/1/22	*****3836	Jazmine L Rutledge	**37.00**
	51178	6/1/22	*****1654	Jaime M Lopez	**175.00**
	51179	6/1/22	*****2890	Raquel E Miller	**57.00**
	51180	6/1/22	*****4084	Jakayla D Lavall	**25.00**
	51181	6/1/22	*****1679	Albert K Lea III	**233.00**
	51182	6/1/22	*****0164	Bobbie J Royston	**91.00**
	51183	6/1/22	*****3100	Carolyn A Hampton	**134.00**
	51184	6/1/22	*****4208	Ono c Rothschild	**169.00**
	51185	6/1/22	*****2184	Evelyn Smith	**45.00**
	51186	6/1/22	*****9858	Livis J Sanders	**15.00**
	51187	6/1/22	*****3035	Irma M Castillo	**53.00**
	51188	6/1/22	*****3542	Starr C Bronson	**1.00**
	51189	6/1/22	*****4119	Pashenia D Sanders	**115.00**
	51190	6/1/22	*****5133	Mary P Grigsby	**37.00**
	51191	6/1/22	*****2494	Amana K Cornish	**18.00**
	51192	6/1/22	*****7432	Yolanda M Smith	**277.00**
	51193	6/1/22	*****8373	Vonia Jackson	**103.00**
	51194	6/1/22	*****5661	Ronnie L Williams	**17.00**
	51195	6/1/22	*****0912	Nicolas A Wagnon	**14.00**
	51196	6/1/22	*****7253	Laneava S Blanks	**31.00**
	51197	6/1/22	*****0478	Destiny S Albert	**265.00**
	51198	6/1/22	*****8874	Iman N Hanif	**76.00**
	51199	6/1/22	*****8665	Nieza M Burrus	**153.00**
	51200	6/1/22	*****4091	Joshua C Perez	**292.00**
	51201	6/1/22	*****6976	Meeka O Dones	**67.00**
	51202	6/1/22	*****7218	Rayna Madison	**163.00**
	51203	6/1/22	*****6806	Thelma R Hearne	**27.00**
	51204	6/1/22	*****9367	Nabi Ghani	**119.00**
	51205	6/1/22	*****2616	Casaundra Jackson	**92.00**
	51206	6/1/22	*****3960	Lyniece N Eddins	**1.00**

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51207	6/1/22	*****2319	Delfonse A Lewis	**196.00**
51208	6/1/22	*****4494	Donna p Gasca	**26.00**
51209	6/1/22	*****9687	Carol J Davis	**57.00**
51210	6/1/22	*****6015	Sherron A Camp	**292.00**
51211	6/1/22	*****3403	Shanae V Washington	**92.00**
51212	6/1/22	*****8907	Portia C Lewis	**48.00**
51213	6/1/22	*****3840	Eva L Mangum	**70.00**
51214	6/1/22	*****0531	Akilah Z Parker	**145.00**
51215	6/1/22	*****5301	Tiffany N Butler	**119.00**
51216	6/1/22	*****0516	Natasha Morris	**148.00**
51217	6/1/22	*****5492	Michelle m Berry	**36.00**
51218	6/1/22	*****7135	Michele N Nichols	**80.00**
51219	6/1/22	*****5232	Kristina M Greer	**81.00**
51220	6/1/22	*****3113	Mannah S Parrott	**253.00**
51221	6/1/22	*****0121	Desiree D Spears	**135.00**
51222	6/1/22	*****4331	Mildred L Edwards	**132.00**
51223	6/1/22	*****6215	Janet Brown	**113.94**
51224	6/1/22	*****3700	Valerie j Thomas	**14.00**
51225	6/1/22	*****9835	Darrell C Carter	**40.00**
51226	6/1/22	*****3181	Shirley J Strausbaugh	**11.00**
51227	6/1/22	*****2695	Monique Thompson	**60.00**
51229	6/1/22	*****3528	Elisa Johnson	**344.00**
51230	6/1/22	*****0903	Virgie r Gray	**35.00**
51231	6/1/22	*****6507	Melissa R Griffin	**8.00**
51233	6/1/22	*****3869	Charlene M Best	**18.00**
51234	6/1/22	*****1595	Theresa M Evans	**29.00**
51235	6/1/22	*****2217	Camille A Lascano	**9.00**
51236	6/1/22	*****3944	Miracle R Barlow	**148.00**
51237	6/1/22	*****0269	Dajon W Smith	**47.00**
51238	6/1/22	*****5692	Jakeesha S Acree	**66.00**
51239	6/1/22	*****8308	DeAndre A Ellingberg	**223.00**
51240	6/1/22	*****5083	Crystal j Houston	**36.00**
51241	6/1/22	*****8959	Carrie R Albert	**36.00**
51242	6/1/22	*****3490	Tameca L Reese	**90.00**
51243	6/1/22	*****1698	Genevieve L Allen	**140.00**
51244	6/1/22	*****6355	Linda P Smith	**92.00**
51245	6/1/22	*****8533	Ebony N Washington	**101.00**
51246	6/1/22	*****0256	Debra Gregory	**45.00**
51247	6/1/22	*****9016	Nova L Alfred	**292.00**
51248	6/1/22	*****9937	Lisa F Jackson	**253.00**
51249	6/1/22	*****6953	Nathan Banks JR	**47.00**

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51251	6/1/22	*****0344	Christina L Combs		**253.00**
51255	6/1/22	*****7822	Daudi K Edmond		**64.00**
51256	6/1/22	*****0779	Patricia Rubio		**24.00**
51257	6/1/22	*****6095	Leilani S Gomez		**41.00**
51258	6/1/22	*****9325	JOW & AAW, LLC		**1,323.00**
51259	6/1/22	*****6825	A Classey Corp. DBA: ACL Property Management		**2,817.00**
51260	6/1/22	*****9312	Western Upper Heights St. Apt. LLC		**4,187.00**
51261	6/1/22	*****8574	Alamo Square Apartments LLC		**2,601.00**
51263	6/1/22	*****2979	Mr. Donald Rhodes C/O Paul Shatswell Estate		**1,541.00**
51264	6/1/22	*****7079	Federal D Glover		**1,834.00**
51265	6/1/22	*****6137	Guild Mortgage Loan # 503-2003900		**2,299.00**
51266	6/1/22	*****6352	Harris County Housing Authority		**774.78**
51267	6/1/22	*****1057	Diamond Hillside Apartments		**3,560.00**
51268	6/1/22	*****0978	King County Housing Authority		**1,096.33**
51269	6/1/22	*****3941	Steven Lau		**2,364.00**
51270	6/1/22	*****4593	Miaogen Lu		**2,725.00**
51271	6/1/22	*****3124	Dante McDonald		**2,190.00**
51272	6/1/22	*****4305	Darryl H. Milburn		**1,955.00**
51273	6/1/22	*****4250	My Hanh Nguyen		**2,828.00**
51274	6/1/22	*****2593	Ba Nguyen Thu Thi Ngo		**1,793.00**
51275	6/1/22	*****9798	Catalina Pacheco		**1,969.00**
51276	6/1/22	*****9182	Lorene Paysinger		**1,809.00**
51277	6/1/22	*****7243	Linda Phon		**1,522.00**
51279	6/1/22	*****2839	Salmana S. Shah		**1,727.00**
51280	6/1/22	*****7396	Sierra Pacific Properties		**6,277.00**
51283	6/1/22	*****8705	Khalid Sultan		**1,671.00**
51284	6/1/22	*****8191	Albert S Tam		**1,256.00**
51285	6/1/22	*****5770	Ventana Rental Homes		**389.00**
51286	6/1/22	*****1355	San Marcos Villas		**6,325.00**
51287	6/1/22	*****9322	Western Upper Haight Street Apartments, LLC		**1,743.00**
51288	6/1/22	*****1102	Ying Na Yeung		**1,515.00**
51290	6/1/22	*****1535	Fanny Kao Huang		**1,633.00**
51291	6/1/22	*****7378	Marina Heights Apartments, LP		**23,998.00**
51292	6/1/22	*****7378	Marina Heights Apartments, LP		**24,747.00**
51293	6/1/22	*****7378	Marina Heights Apartments, LP		**19,396.00**
* 60122001	6/1/22	*****2626	9th Street Associates, LP	DD - ES	**6,008.00**
60122002	6/1/22	*****0229	Meerwais Abdiani	DD - ES	**848.00**

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60122003	6/1/22	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	DD - ES	**17,249.00**
60122004	6/1/22	*****9050	Leonda R Addison	DD - ES	**1,812.00**
60122005	6/1/22	*****7139	Amitabh Agrawal	DD - ES	**1,461.00**
60122006	6/1/22	*****6232	Rosario Aguilar	DD - ES	**1,250.00**
60122007	6/1/22	*****5759	Rosa Aguirre	DD - ES	**2,021.00**
60122008	6/1/22	*****9530	Demetrius Alexander	DD - ES	**1,780.00**
60122009	6/1/22	*****5726	Jane Alexander	DD - ES	**710.00**
60122010	6/1/22	*****9681	Dale Alvarez	DD - ES	**1,220.00**
60122012	6/1/22	*****0104	Cecilia Anderson	DD - ES	**2,407.00**
60122013	6/1/22	*****9111	Shawn Anderson	DD - ES	**1,501.00**
60122014	6/1/22	*****5423	Anisa Ebadi	DD - ES	**2,510.00**
60122015	6/1/22	*****5951	Stoneman Apartments	DD - ES	**27,944.00**
60122016	6/1/22	*****5951	Stoneman Apartments	DD - ES	**9,759.00**
60122017	6/1/22	*****8504	Deborah Bailey c/o Select 1 Realty	DD - ES	**2,001.00**
60122018	6/1/22	*****4941	Shruti Motilal Ba-Harani	DD - ES	**2,199.00**
60122019	6/1/22	*****2764	Mel L. Banagan	DD - ES	**1,950.00**
60122020	6/1/22	*****4138	Carlos G. Barraza	DD - ES	**804.00**
60122021	6/1/22	*****3909	Ken Bartlett	DD - ES	**1,630.00**
60122022	6/1/22	*****1494	Donald Scott Barbour	DD - ES	**2,554.00**
60122023	6/1/22	*****7563	John Charles Bautista	DD - ES	**1,965.00**
60122024	6/1/22	*****7019	Baywood Property Management, Inc.	DD - ES	**1,792.00**
60122025	6/1/22	*****3637	Christine Becerra	DD - ES	**1,158.00**
60122026	6/1/22	*****9093	Holly A Hawkins	DD - ES	**6,484.00**
60122027	6/1/22	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	**2,027.00**
60122028	6/1/22	*****2521	Belmont Apartments	DD - ES	**30,359.00**
60122029	6/1/22	*****2521	Belmont Apartments	DD - ES	**31,761.00**
60122030	6/1/22	*****2521	Belmont Apartments	DD - ES	**18,420.00**
60122031	6/1/22	*****5996	Alex Benjamen	DD - ES	**764.00**
60122032	6/1/22	*****6465	Tennyson Berry	DD - ES	**1,668.00**
60122033	6/1/22	*****8634	Bethel Global Development LLC	DD - ES	**2,402.00**
60122034	6/1/22	*****2209	Gina Bhatia	DD - ES	**2,784.00**
60122035	6/1/22	*****1636	Jimmy Bhatia	DD - ES	**1,554.00**
60122036	6/1/22	*****7075	Som N Bhatia	DD - ES	**4,664.00**
60122037	6/1/22	*****0602	Pinakin Bhatt	DD - ES	**2,548.00**
60122038	6/1/22	*****8470	Joseph B. Bachir	DD - ES	**1,950.00**
60122039	6/1/22	*****5924	Steven Booras	DD - ES	**2,875.00**
60122040	6/1/22	*****1438	2018-2 IH Borrower LP	DD - ES	**4,079.00**
60122041	6/1/22	*****2439	Rosie M Boyd	DD - ES	**2,698.00**

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60122042	6/1/22	*****8847	Victoria Boyko	DD - ES	**2,051.00**
60122043	6/1/22	*****3037	Kelly Ann Bradford	DD - ES	**1,356.00**
60122044	6/1/22	*****7855	Mariya Briggs	DD - ES	**3,081.00**
60122045	6/1/22	*****6215	Janet Brown	DD - ES	**2,011.06**
60122046	6/1/22	*****7469	Jessica G. Platt	DD - ES	**1,477.00**
60122047	6/1/22	*****9783	Lauren H Brown	DD - ES	**1,119.00**
60122048	6/1/22	*****9954	Blue Sapphire Homes, Inc.	DD - ES	**2,589.00**
60122049	6/1/22	*****2142	Huong T. Bui	DD - ES	**4,335.00**
60122051	6/1/22	*****3581	Mommi Cannon	DD - ES	**3,283.00**
60122052	6/1/22	*****2513	Clara Beatriz Cardenas	DD - ES	**1,493.00**
60122053	6/1/22	*****4042	Donnell I. Carson	DD - ES	**2,025.00**
60122054	6/1/22	*****2700	Carpino, LLC	DD - ES	**1,985.00**
60122055	6/1/22	*****5079	Castle Creek Company, Inc. Trust Account	DD - ES	**1,528.00**
60122056	6/1/22	*****6006	Christopher Todd Chambers	DD - ES	**2,150.00**
60122057	6/1/22	*****6869	Cora Ann Chambers	DD - ES	**515.00**
60122058	6/1/22	*****5571	P. M. Chaobal	DD - ES	**2,165.00**
60122059	6/1/22	*****9661	Chao Chen	DD - ES	**474.00**
60122060	6/1/22	*****1853	Hong Chen	DD - ES	**4,994.00**
60122061	6/1/22	*****8946	Jienlin Chen	DD - ES	**4,117.00**
60122062	6/1/22	*****5473	Hwa-Yoong Chiu	DD - ES	**2,380.00**
60122063	6/1/22	*****3211	Ada Choi	DD - ES	**2,750.00**
60122064	6/1/22	*****2454	Chun Ok Choi	DD - ES	**3,231.00**
60122065	6/1/22	*****7759	Michele Choi	DD - ES	**2,500.00**
60122066	6/1/22	*****2433	Chau Chung	DD - ES	**1,945.00**
60122067	6/1/22	*****0310	City of Pittsburg Housing Authority	DD - ES	**7,265.00**
60122068	6/1/22	*****3591	Juan F. Clara	DD - ES	**1,717.00**
60122069	6/1/22	*****7054	Ping Cao	DD - ES	**2,435.00**
60122070	6/1/22	*****1362	College Park Housing Authority	DD - ES	**1,046.45**
60122071	6/1/22	*****0855	Adolph Rudolph Cortesi III	DD - ES	**1,920.00**
60122072	6/1/22	*****5708	David Elmer Cortesi	DD - ES	**1,583.00**
60122074	6/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**94.33**
60122075	6/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**1,881.33**
60122077	6/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**25,698.00**
60122078	6/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**25,714.00**
60122079	6/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**21,765.00**
60122080	6/1/22	*****7900	Patricia Crosby	DD - ES	**1,950.00**
60122081	6/1/22	*****6248	Justin Dailey	DD - ES	**1,464.00**

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60122082	6/1/22	*****1622	Dam Quang To	DD - ES	**2,721.00**
60122083	6/1/22	*****0793	Danica J. French Evans	DD - ES	**1,714.00**
60122084	6/1/22	*****2963	Audrey Davis	DD - ES	**1,348.00**
60122085	6/1/22	*****0396	Kesha E. Davis	DD - ES	**973.00**
60122086	6/1/22	*****8929	Kevin Davidson	DD - ES	**1,629.00**
60122087	6/1/22	*****4961	Paulette Davis	DD - ES	**1,138.00**
60122088	6/1/22	*****6115	Roshan M. Davis	DD - ES	**1,429.00**
60122089	6/1/22	*****9068	Jagdeep or Shashi Dayal	DD - ES	**3,685.00**
60122090	6/1/22	*****2031	Wayman Dea	DD - ES	**2,714.00**
60122091	6/1/22	*****8370	Charles Dellamore	DD - ES	**1,666.00**
60122092	6/1/22	*****5882	David De La Torre	DD - ES	**1,757.00**
60122093	6/1/22	*****1004	Brigitte P. Doan	DD - ES	**10,509.00**
60122094	6/1/22	*****3531	Anna Phuongnam Thi Do	DD - ES	**4,872.00**
60122095	6/1/22	*****5568	Ester Coleman Dunlap	DD - ES	**1,026.00**
60122096	6/1/22	*****5326	Tyrone W. Duncan	DD - ES	**1,417.00**
60122097	6/1/22	*****6538	Linda Duong	DD - ES	**1,345.00**
60122098	6/1/22	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**4,185.00**
60122099	6/1/22	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	**1,337.00**
60122100	6/1/22	*****3757	Alma B Espiritu	DD - ES	**2,200.00**
60122101	6/1/22	*****4023	Johnathan Espinoza	DD - ES	**1,540.00**
60122102	6/1/22	*****8122	Gerardo M. Esquivel	DD - ES	**1,318.00**
60122103	6/1/22	*****6027	Jianxin Fang	DD - ES	**5,366.00**
60122104	6/1/22	*****1830	Xiangfang Li	DD - ES	**2,794.00**
60122105	6/1/22	*****3835	Michael Mao C/O Jing Feng	DD - ES	**2,339.00**
60122106	6/1/22	*****2790	Barbara J. Fierner	DD - ES	**1,875.00**
60122107	6/1/22	*****9447	Joseph Field	DD - ES	**1,137.00**
60122108	6/1/22	*****7691	Hernan Roberto Figueroa	DD - ES	**1,589.00**
60122109	6/1/22	*****0962	Tochia D. Brewster Fleeton	DD - ES	**1,460.00**
60122110	6/1/22	*****5773	Alexander Flowers	DD - ES	**1,395.00**
60122111	6/1/22	*****4032	Fox Creek Apartments	DD - ES	**27,227.00**
60122112	6/1/22	*****4032	Fox Creek Apartments	DD - ES	**2,859.00**
60122113	6/1/22	*****0284	Monica Fraga	DD - ES	**1,866.00**
60122114	6/1/22	*****6894	Rejois O Frazier	DD - ES	**3,858.00**
60122115	6/1/22	*****6265	Mr. Darren Fuller	DD - ES	**2,164.00**
60122117	6/1/22	*****9634	Gialene Gaines	DD - ES	**2,050.00**
60122118	6/1/22	*****2189	Kelly Yumin Gao	DD - ES	**3,282.00**
60122119	6/1/22	*****6981	Adraine Gardner	DD - ES	**1,466.00**
60122120	6/1/22	*****4278	Antoinette L Garcia	DD - ES	**1,167.00**
60122121	6/1/22	*****7036	David Gardner	DD - ES	**5,531.00**

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60122122	6/1/22	*****0785	Rupesh Garg	DD - ES	**2,808.00**
60122123	6/1/22	*****2931	William H. Gardiner	DD - ES	**1,258.00**
60122124	6/1/22	*****5111	Gateway Apartments	DD - ES	**6,154.00**
60122125	6/1/22	*****5298	Parvindokht Ghaboulidashti	DD - ES	**1,094.00**
60122126	6/1/22	*****1145	Vernon or Eva Gholson	DD - ES	**2,634.00**
60122127	6/1/22	*****5958	Jacqueline Gill	DD - ES	**1,534.00**
60122128	6/1/22	*****3566	Mahavir Gill Mahavir S Gill Sr	DD - ES	**4,412.00**
60122129	6/1/22	*****8187	Sukpran Gill	DD - ES	**1,548.00**
60122130	6/1/22	*****6084	Gold A and S LLC	DD - ES	**2,318.00**
60122131	6/1/22	*****6208	Hadiya A Gomez	DD - ES	**846.00**
60122132	6/1/22	*****3032	Jesse Gonzaga	DD - ES	**2,807.00**
60122133	6/1/22	*****5209	Martin T. Gonsalves	DD - ES	**2,336.00**
60122134	6/1/22	*****2367	Ting Gong	DD - ES	**2,139.00**
60122135	6/1/22	*****6940	Frances Greene	DD - ES	**2,978.00**
60122136	6/1/22	*****4872	Rodney Green	DD - ES	**962.00**
60122137	6/1/22	*****3361	Rupinder Grewal	DD - ES	**2,936.00**
60122138	6/1/22	*****7325	Patricia Gridley	DD - ES	**975.00**
60122139	6/1/22	*****6305	Italo Grossi	DD - ES	**1,588.00**
60122140	6/1/22	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	**1,413.00**
60122141	6/1/22	*****0940	Krystle Guan	DD - ES	**4,173.00**
60122142	6/1/22	*****5987	Bob Gunson Real Estate C/O Julie Hang	DD - ES	**1,359.00**
60122143	6/1/22	*****5267	Abhilash Gupta	DD - ES	**3,457.00**
60122144	6/1/22	*****7930	Donald R. Watson, Sr.	DD - ES	**878.00**
60122145	6/1/22	*****3342	Peter Hackett	DD - ES	**1,973.00**
60122146	6/1/22	*****6176	Asharfun Nisha Hafiz	DD - ES	**1,667.00**
60122147	6/1/22	*****0457	Jeffrey Paul Hagler	DD - ES	**5,191.00**
60122148	6/1/22	*****9827	Delores Jane Hall	DD - ES	**1,780.00**
60122149	6/1/22	*****4299	Clarence Jerome Hardison	DD - ES	**2,165.00**
60122150	6/1/22	*****6228	David L Hart	DD - ES	**1,939.00**
60122151	6/1/22	*****1769	Lawrence Harrold	DD - ES	**7,258.00**
60122152	6/1/22	*****0348	Hartz Property Management	DD - ES	**3,440.00**
60122153	6/1/22	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	**9,057.00**
60122154	6/1/22	*****5859	Chuanhu He	DD - ES	**1,917.00**
60122155	6/1/22	*****0855	Ji Yuan He	DD - ES	**1,836.00**
60122156	6/1/22	*****6728	David T. Hennigan	DD - ES	**15,013.00**
60122157	6/1/22	*****3097	Silvester C. Henderson	DD - ES	**458.00**
60122158	6/1/22	*****2157	Elias Herrera	DD - ES	**764.00**
60122159	6/1/22	*****1603	Marva Hill	DD - ES	**278.00**
60122160	6/1/22	*****3207	Chainchal Hira	DD - ES	**1,828.00**

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60122161	6/1/22	*****6255	Carl E. Hoard II	DD - ES	**2,705.00**
60122162	6/1/22	*****5654	Havy S Hoag	DD - ES	**2,560.00**
60122163	6/1/22	*****4106	Albert Ho	DD - ES	**1,740.00**
60122164	6/1/22	*****8576	Joyce Ann Hoffman	DD - ES	**1,284.00**
60122165	6/1/22	*****4543	Ronald G. Holmes	DD - ES	**1,360.00**
60122166	6/1/22	*****7987	SRH Holdings LLC	DD - ES	**3,342.00**
60122167	6/1/22	*****2768	Invitation Homes	DD - ES	**4,537.00**
60122168	6/1/22	*****5700	Tony Ho	DD - ES	**1,142.00**
60122169	6/1/22	*****9956	Cheng Huang	DD - ES	**2,773.00**
60122170	6/1/22	*****8816	Ming Zin Huang	DD - ES	**2,337.00**
60122171	6/1/22	*****7984	Tao Huang	DD - ES	**7,395.00**
60122172	6/1/22	*****7838	Xia Jing Huang	DD - ES	**2,586.00**
60122173	6/1/22	*****9084	Nancy Xiu Zhen Hu	DD - ES	**1,985.00**
60122174	6/1/22	*****6229	Thinh Trieu Huynh	DD - ES	**2,400.00**
60122175	6/1/22	*****0778	IGreen House Inc.	DD - ES	**619.00**
60122176	6/1/22	*****7951	IH5 Property West LP	DD - ES	**3,194.00**
60122177	6/1/22	*****8323	Keyee Investment LLC	DD - ES	**1,233.00**
60122178	6/1/22	*****1017	LaShon D Irving	DD - ES	**1,720.00**
60122179	6/1/22	*****6821	Michael or Kay Isola	DD - ES	**2,232.00**
60122180	6/1/22	*****4913	Jabbarr Love	DD - ES	**1,827.00**
60122181	6/1/22	*****2036	Brandi Jackson c/o Perry Realty Team	DD - ES	**2,083.00**
60122182	6/1/22	*****1075	Consuelo Marie Jackson	DD - ES	**2,868.00**
60122183	6/1/22	*****5120	Deepika Sameer Jain	DD - ES	**3,318.00**
60122184	6/1/22	*****4910	Sameer Jain	DD - ES	**9,725.00**
60122185	6/1/22	*****3307	Vishal S. Jain	DD - ES	**2,100.00**
60122186	6/1/22	*****1349	Jason Le	DD - ES	**2,770.00**
60122187	6/1/22	*****6917	Jian Xing Zhang	DD - ES	**1,486.00**
60122188	6/1/22	*****3090	Krystal Johnson	DD - ES	**1,963.00**
60122189	6/1/22	*****8569	Ronita Johnson	DD - ES	**1,480.00**
60122190	6/1/22	*****2434	Sharon Jones	DD - ES	**1,887.00**
60122191	6/1/22	*****4905	Mostaeen B Jouya	DD - ES	**1,027.00**
60122192	6/1/22	*****4310	Junchi Hou	DD - ES	**2,554.00**
60122193	6/1/22	*****5647	Om Parkash Kalra	DD - ES	**3,698.00**
60122194	6/1/22	*****8425	Wei Kang	DD - ES	**4,171.00**
60122195	6/1/22	*****7429	Navkirandeep Kaur	DD - ES	**2,497.00**
60122196	6/1/22	*****5248	KC Prime LLC	DD - ES	**2,877.00**
60122197	6/1/22	*****6180	K. E. M. Group LLC	DD - ES	**1,811.00**
60122198	6/1/22	*****9411	Anthony Keslinke	DD - ES	**3,305.00**
60122199	6/1/22	*****6230	Kevin Moffett	DD - ES	**2,053.00**
60122200	6/1/22	*****2578	Faraz Ali Khan	DD - ES	**1,405.00**

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60122201	6/1/22	*****0888	KW Kirker Creek, LLC	DD - ES	**3,797.00**
60122202	6/1/22	*****9221	John N Kitta	DD - ES	**2,760.00**
60122203	6/1/22	*****7475	Qi Yun Kuang	DD - ES	**6,902.00**
60122204	6/1/22	*****8506	Simon Kailiang Kuang	DD - ES	**1,631.00**
60122205	6/1/22	*****9316	Zdzislaw Kujawa	DD - ES	**1,311.00**
60122206	6/1/22	*****2585	Daniel Kwan	DD - ES	**1,925.00**
60122207	6/1/22	*****8326	Thomas LaFleur	DD - ES	**1,594.00**
60122208	6/1/22	*****7845	Chow Kang Lam	DD - ES	**1,703.00**
60122209	6/1/22	*****6520	Shirley Manly-Lampkin	DD - ES	**1,043.00**
60122210	6/1/22	*****7975	Peter C. Larsen	DD - ES	**1,522.00**
60122211	6/1/22	*****2401	Kevin Lassair Terrilyn Lassair	DD - ES	**405.00**
60122212	6/1/22	*****4732	Latif, LLC	DD - ES	**4,633.00**
60122213	6/1/22	*****2293	LCSTAR, LLC	DD - ES	**3,234.00**
60122214	6/1/22	*****0984	Dao Tran Le	DD - ES	**1,134.00**
60122215	6/1/22	*****8548	Jack Wai Lee	DD - ES	**1,355.00**
60122216	6/1/22	*****1755	Siu Wan Windytiti Lee	DD - ES	**2,051.00**
60122217	6/1/22	*****2527	Steven Lee	DD - ES	**1,638.00**
60122218	6/1/22	*****5289	Yuhjen Juang Lee	DD - ES	**1,932.00**
60122219	6/1/22	*****7087	Huy Nguyen Le	DD - ES	**2,461.00**
60122220	6/1/22	*****1860	Lena Le	DD - ES	**864.00**
60122221	6/1/22	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**1,538.00**
60122222	6/1/22	*****3410	John M. Leung	DD - ES	**7,183.00**
60122223	6/1/22	*****3743	May Leung or Rodney Chen	DD - ES	**3,605.00**
60122224	6/1/22	*****2110	Peter Leung	DD - ES	**2,346.00**
60122225	6/1/22	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	**10,300.00**
60122226	6/1/22	*****0416	Faqiang Li	DD - ES	**2,700.00**
60122227	6/1/22	*****8871	Jie Li	DD - ES	**1,921.00**
60122228	6/1/22	*****7827	Jinhuan Li	DD - ES	**1,515.00**
60122229	6/1/22	*****9346	Joshua Li	DD - ES	**1,123.00**
60122230	6/1/22	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	**1,166.00**
60122232	6/1/22	*****0050	Wei Min Li	DD - ES	**1,620.00**
60122233	6/1/22	*****9003	Ying Hong Li	DD - ES	**3,323.00**
60122234	6/1/22	*****0198	Belkis Zhong Li	DD - ES	**1,513.00**
60122235	6/1/22	*****1646	Paul Long	DD - ES	**1,403.00**
60122236	6/1/22	*****1474	Los Medanos Village Apartments	DD - ES	**13,860.00**
60122237	6/1/22	*****7531	Tony or Yvonne Louie	DD - ES	**1,106.00**
60122238	6/1/22	*****3708	Anthony Charles Loyola	DD - ES	**547.00**
60122239	6/1/22	*****7720	Jose Loza	DD - ES	**983.00**
60122240	6/1/22	*****2354	Andrew Kin Lui	DD - ES	**2,830.00**

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60122241	6/1/22	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	**1,446.00**
60122242	6/1/22	*****1494	Xiangwen Lu	DD - ES	**5,739.00**
60122243	6/1/22	*****2147	Chi Vien Ly	DD - ES	**1,073.00**
60122244	6/1/22	*****4009	Yolanda McDonald	DD - ES	**2,102.00**
60122245	6/1/22	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES	**1,903.00**
60122246	6/1/22	*****5865	Rakesh Madra	DD - ES	**3,106.00**
60122247	6/1/22	*****2191	Radha Mahesram	DD - ES	**3,010.00**
60122248	6/1/22	*****7358	Mahnoor Tariq	DD - ES	**2,452.00**
60122249	6/1/22	*****4372	Jennifer Leung Ma	DD - ES	**3,873.00**
60122250	6/1/22	*****6115	Rahul Malik	DD - ES	**3,735.00**
60122251	6/1/22	*****1989	Jeff Mann	DD - ES	**6,267.00**
60122252	6/1/22	*****5378	Glenn Marshall	DD - ES	**2,469.00**
60122253	6/1/22	*****2875	Marla Y Harrison	DD - ES	**588.00**
60122254	6/1/22	*****4697	Elisa Aurora Martinez	DD - ES	**2,746.00**
60122255	6/1/22	*****9206	Demetria d Mason	DD - ES	**2,545.00**
60122256	6/1/22	*****9994	Matthew Lui	DD - ES	**1,617.00**
60122257	6/1/22	*****6768	Matrixone Realty	DD - ES	**1,091.00**
60122258	6/1/22	*****5255	Helen McCarthy	DD - ES	**1,943.00**
60122259	6/1/22	*****1152	Janice K McLean	DD - ES	**1,230.00**
60122260	6/1/22	*****4675	Meadow Glen Apartments	DD - ES	**1,925.00**
60122261	6/1/22	*****9866	Tatung Mei	DD - ES	**3,564.00**
60122262	6/1/22	*****5245	Jinyu Meng	DD - ES	**1,939.00**
60122263	6/1/22	*****4885	Sabine Menzel	DD - ES	**4,355.00**
60122264	6/1/22	*****0133	Mercedes P. Johnson	DD - ES	**748.00**
60122265	6/1/22	*****8272	Hector Meza	DD - ES	**932.00**
60122266	6/1/22	*****9885	Andrew S Miloslavich	DD - ES	**1,904.00**
60122267	6/1/22	*****7437	Perchak Properties for Carol Miller	DD - ES	**2,244.00**
60122268	6/1/22	*****4000	Millennium Homes	DD - ES	**2,187.00**
60122269	6/1/22	*****9782	Maryann Miller	DD - ES	**798.00**
60122270	6/1/22	*****2618	Carlos J Miranda	DD - ES	**579.00**
60122271	6/1/22	*****0772	Hassan Mirabedi	DD - ES	**10,118.00**
60122272	6/1/22	*****6741	Gwendolyn Mitchell	DD - ES	**3,680.00**
60122273	6/1/22	*****4885	Momin Raees	DD - ES	**2,603.00**
60122274	6/1/22	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	**1,822.00**
60122275	6/1/22	*****4676	Erik L Morris	DD - ES	**1,312.00**
60122276	6/1/22	*****3624	Diane Morin	DD - ES	**2,090.00**
60122277	6/1/22	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	**803.00**
60122278	6/1/22	*****1388	Mynd Management Inc,	DD - ES	**1,486.00**

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60122279	6/1/22	*****0105	Ehsan Nabkel	DD - ES	**3,083.00**
60122280	6/1/22	*****6234	Shinder Paul Narabut	DD - ES	**5,474.00**
60122281	6/1/22	*****0054	NC Associates, Inc.	DD - ES	**16,686.00**
60122282	6/1/22	*****9180	Michael Nelson	DD - ES	**3,189.00**
60122283	6/1/22	*****5257	Guy Nesbeth	DD - ES	**1,760.00**
60122284	6/1/22	*****1072	Dominic Y Ng	DD - ES	**3,157.00**
60122285	6/1/22	*****3604	Knowland Ging Ng	DD - ES	**2,042.00**
60122286	6/1/22	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES	**408.00**
60122287	6/1/22	*****0738	Hieu Nguyen	DD - ES	**1,643.00**
60122288	6/1/22	*****7154	Huy Quang Nguyen	DD - ES	**2,103.00**
60122289	6/1/22	*****8307	Mai Thi Thanh Nguyen	DD - ES	**1,951.00**
60122290	6/1/22	*****4366	Quyen Nguyen	DD - ES	**1,900.00**
60122291	6/1/22	*****8241	Tieu Nguyen	DD - ES	**688.00**
60122292	6/1/22	*****2660	Nichole Nicholson	DD - ES	**2,357.00**
60122293	6/1/22	*****7265	Ernest Nichols III	DD - ES	**3,243.00**
60122294	6/1/22	*****6497	Peter Niloufari	DD - ES	**4,203.00**
60122296	6/1/22	*****8129	Kevin Nord	DD - ES	**1,762.00**
60122297	6/1/22	*****0056	Richard A Norte	DD - ES	**2,553.00**
60122298	6/1/22	*****2286	North State Financial, Inc.	DD - ES	**810.00**
60122299	6/1/22	*****7171	New Way Management Services, Inc.	DD - ES	**26,291.00**
60122300	6/1/22	*****0056	Sheryl O'Brien	DD - ES	**823.00**
60122301	6/1/22	*****1194	Jennifer Odei	DD - ES	**1,497.00**
60122302	6/1/22	*****5572	Dwight J Owens	DD - ES	**546.00**
60122303	6/1/22	*****1780	Diane Oles	DD - ES	**1,540.00**
60122304	6/1/22	*****4543	Esosa A. Omokaro	DD - ES	**2,073.00**
60122305	6/1/22	*****3741	Sandra L Ortiz	DD - ES	**1,785.00**
60122306	6/1/22	*****1081	Chinenye Osuagwu	DD - ES	**4,118.00**
60122307	6/1/22	*****3324	Mutlu Ozer	DD - ES	**2,180.00**
60122308	6/1/22	*****6009	Diablo Pacific, Inc.	DD - ES	**3,525.00**
60122309	6/1/22	*****4083	Pacific Living, LLC	DD - ES	**2,769.00**
60122310	6/1/22	*****7654	Patricia Boss	DD - ES	**1,273.00**
60122311	6/1/22	*****7811	Hemangini & Vijendra Patel	DD - ES	**2,957.00**
60122312	6/1/22	*****0885	Kokila Patel	DD - ES	**422.00**
60122313	6/1/22	*****0346	Patiala, LLC Deepinder Kaur or Ajay Singh	DD - ES	**2,214.00**
60122314	6/1/22	*****8684	Virendra M. Patel	DD - ES	**1,114.00**
60122315	6/1/22	*****8047	Jason Pauline	DD - ES	**1,910.00**
60122316	6/1/22	*****3189	Loycell Peacock	DD - ES	**1,391.00**
60122317	6/1/22	*****5165	Scott Pease	DD - ES	**1,660.00**
60122318	6/1/22	*****8805	Alonso R. Perez	DD - ES	**1,486.00**

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60122319	6/1/22	*****3278	Maria Del Carmen Perez	DD - ES	**268.00**
60122320	6/1/22	*****6784	Lowde Y. Perkins	DD - ES	**863.00**
60122321	6/1/22	*****4893	Cong Thi Pham	DD - ES	**2,336.00**
60122322	6/1/22	*****5884	May K. Pho	DD - ES	**2,649.00**
60122323	6/1/22	*****0958	Pittsburg Park Apartments	DD - ES	**2,455.00**
60122324	6/1/22	*****2744	SK Pittsburg Bay Point SK Pittsburg Bay Point	DD - ES	**1,267.00**
60122325	6/1/22	*****1097	Bay Point Orphans Fund, LLC	DD - ES	**1,780.00**
60122326	6/1/22	*****2849	IH5 Property West LP	DD - ES	**1,769.00**
60122327	6/1/22	*****3398	Marples Property Management	DD - ES	**1,870.00**
60122328	6/1/22	*****4650	A. Meadows Property Management	DD - ES	**3,352.00**
60122329	6/1/22	*****6551	Parks Property Management	DD - ES	**1,711.00**
60122330	6/1/22	*****7789	Stokley Properties LLC Harbor	DD - ES	**2,659.00**
60122331	6/1/22	*****8055	Property Upsurge, Inc.	DD - ES	**2,087.00**
60122332	6/1/22	*****0782	Amjad Qaqish	DD - ES	**674.00**
60122333	6/1/22	*****9542	Sam or Sonia Quinones	DD - ES	**1,800.00**
60122334	6/1/22	*****4029	Amos Radford	DD - ES	**1,432.00**
60122335	6/1/22	*****1034	Kuljit P Raju	DD - ES	**1,703.00**
60122336	6/1/22	*****2261	Paramjit K. Raju	DD - ES	**2,190.00**
60122337	6/1/22	*****3452	Christopher Ramirez	DD - ES	**2,818.00**
60122338	6/1/22	*****8489	Enrique or Stacy Ramirez	DD - ES	**425.00**
60122339	6/1/22	*****2162	Erika Ramirez	DD - ES	**1,345.00**
60122340	6/1/22	*****7228	Ramsey Horton	DD - ES	**1,885.00**
60122341	6/1/22	*****7466	Javier Ramos Avila	DD - ES	**1,996.00**
60122342	6/1/22	*****2283	Rohini Ram-Cline	DD - ES	**2,171.00**
60122343	6/1/22	*****6068	David Raughton	DD - ES	**1,933.00**
60122344	6/1/22	*****8337	RayCaro Inc.	DD - ES	**1,569.00**
60122345	6/1/22	*****6703	Amerasia Real Estate Fund LLC	DD - ES	**2,334.00**
60122346	6/1/22	*****7083	Reliant - Woods Grove, LP	DD - ES	**18,060.00**
60122347	6/1/22	*****7349	Eric Franklin Remson	DD - ES	**633.00**
60122348	6/1/22	*****3881	RH Portofino Owner CA LLC	DD - ES	**11,714.00**
60122349	6/1/22	*****9215	Kameryn Victoria Ray	DD - ES	**1,868.00**
60122350	6/1/22	*****9321	Roger Riley	DD - ES	**1,901.00**
60122351	6/1/22	*****4562	Rising Investments LLC	DD - ES	**7,154.00**
60122352	6/1/22	*****4809	Robert W. Daniels	DD - ES	**2,656.00**
60122353	6/1/22	*****0694	Jason Ruffin	DD - ES	**2,504.00**
60122354	6/1/22	*****4579	Elvira Ruiz	DD - ES	**1,855.00**
60122355	6/1/22	*****5248	Constance Russell	DD - ES	**2,300.00**
60122356	6/1/22	*****3871	Maridel P Santos	DD - ES	**1,171.00**
60122357	6/1/22	*****7615	Gregory Paul Schulz	DD - ES	**1,567.00**
60122358	6/1/22	*****9954	Richard M. Sciortino	DD - ES	**2,210.00**

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60122359	6/1/22	*****7031	Jacqueline Selinger	DD - ES	**1,658.00**
60122360	6/1/22	*****5346	Young Sook Seroy	DD - ES	**1,606.00**
60122361	6/1/22	*****1446	Mohinder Sharma	DD - ES	**1,016.00**
60122362	6/1/22	*****7239	Shailesh & Bela Patel	DD - ES	**1,128.00**
60122363	6/1/22	*****1357	Mohammad Shekib	DD - ES	**1,939.00**
60122364	6/1/22	*****5981	Yihui Shi	DD - ES	**1,304.00**
60122365	6/1/22	*****5994	Shorten Investments LLC	DD - ES	**5,358.00**
60122366	6/1/22	*****7396	Sierra Pacific Properties Inc Sierra Pacific Properties Inc	DD - ES	**14,494.00**
60122367	6/1/22	*****7789	Siena Court Apartments	DD - ES	**17,803.00**
60122368	6/1/22	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**6,457.00**
60122369	6/1/22	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**27,251.00**
60122370	6/1/22	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**4,386.00**
60122371	6/1/22	*****6650	Frank M. Siino	DD - ES	**944.00**
60122372	6/1/22	*****8035	Joseph Michael Siino	DD - ES	**1,680.00**
60122373	6/1/22	*****5399	Gloria Silva	DD - ES	**530.00**
60122374	6/1/22	*****8407	Marc J. Simpson	DD - ES	**1,642.00**
60122375	6/1/22	*****3639	Raman Singh	DD - ES	**2,974.00**
60122376	6/1/22	*****6058	Son Singh	DD - ES	**1,500.00**
60122377	6/1/22	*****0700	Crystal Situ	DD - ES	**1,250.00**
60122378	6/1/22	*****3853	Lakesha Michelle Smith Lionel R Smith	DD - ES	**1,975.00**
60122379	6/1/22	*****4970	Molly Smith	DD - ES	**2,000.00**
60122380	6/1/22	*****9092	Sherritta M Smith	DD - ES	**798.00**
60122381	6/1/22	*****2032	Cinthia Sosa	DD - ES	**2,448.00**
60122382	6/1/22	*****6977	Angela E. Robinson-Spencer	DD - ES	**1,241.00**
60122384	6/1/22	*****6388	1300 Linda Vista, LLC	DD - ES	**1,234.00**
60122385	6/1/22	*****5308	Darice Streeter c/o R R Rentals	DD - ES	**867.00**
60122387	6/1/22	*****8216	Abby Sukarto	DD - ES	**3,180.00**
60122388	6/1/22	*****7479	Ms. Li Su	DD - ES	**2,165.00**
60122389	6/1/22	*****1235	Summit Venture Group, LLC	DD - ES	**2,733.00**
60122390	6/1/22	*****6168	Kamaljeet Surila	DD - ES	**1,684.00**
60122391	6/1/22	*****3302	Susana Paduro-Silva	DD - ES	**2,195.00**
60122392	6/1/22	*****0804	Svetlana Kondratiouk	DD - ES	**3,338.00**
60122393	6/1/22	*****0399	Joyce Hui Sy	DD - ES	**6,624.00**
60122394	6/1/22	*****6283	Yun Teng Weijie Zhang	DD - ES	**1,574.00**
60122395	6/1/22	*****9166	Natasha Terry	DD - ES	**1,923.00**

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60122396	6/1/22	*****9314	Silvia Thein and Ada Choi	DD - ES	**1,602.00**
60122397	6/1/22	*****7191	Tequila Nashannon Thornton	DD - ES	**2,862.00**
60122398	6/1/22	*****1714	Yoway Wilson Tong	DD - ES	**1,938.00**
60122399	6/1/22	*****1405	Lourdes or Raymond Tovar	DD - ES	**1,374.00**
60122400	6/1/22	*****2094	Raphael Minhtuyen Tran	DD - ES	**5,705.00**
60122401	6/1/22	*****8623	Richard Tran	DD - ES	**2,789.00**
60122402	6/1/22	*****1327	Thuy Tran	DD - ES	**1,148.00**
60122403	6/1/22	*****6165	Thanh Van Trinh	DD - ES	**1,486.00**
60122404	6/1/22	*****5313	Sean Thuyet Truong	DD - ES	**1,208.00**
60122405	6/1/22	*****9321	Van Truong	DD - ES	**1,717.00**
60122406	6/1/22	*****8392	Xavier Van Truong	DD - ES	**1,256.00**
60122407	6/1/22	*****6917	Erica Uschold	DD - ES	**2,950.00**
60122408	6/1/22	*****4582	Lidia Valladares	DD - ES	**1,561.00**
60122409	6/1/22	*****0250	Victor D Valenzuela	DD - ES	**2,875.00**
60122410	6/1/22	*****3371	Gary D. Vasconcellos	DD - ES	**1,720.00**
60122411	6/1/22	*****3239	Veritel Homes LLC	DD - ES	**2,329.00**
60122412	6/1/22	*****5310	Azell Vickers	DD - ES	**2,648.00**
60122413	6/1/22	*****9682	Nuno G Vieira	DD - ES	**4,306.00**
60122414	6/1/22	*****7391	Kim Uyen Minh Vu	DD - ES	**1,239.00**
60122415	6/1/22	*****2720	Stephen Cordell Wafer	DD - ES	**1,213.00**
60122416	6/1/22	*****6924	Lining Wan	DD - ES	**2,235.00**
60122417	6/1/22	*****6945	Wei Wang	DD - ES	**1,940.00**
60122418	6/1/22	*****1634	Yu Ruo Wang	DD - ES	**2,016.00**
60122419	6/1/22	*****7593	Ms. Brigitte Warren C/O Perry Realty Team	DD - ES	**2,583.00**
60122421	6/1/22	*****5295	Holly Wen	DD - ES	**793.00**
60122422	6/1/22	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**4,845.00**
60122423	6/1/22	*****6220	Fenny Wijayanti	DD - ES	**989.00**
60122424	6/1/22	*****7867	Adrienne Wilson	DD - ES	**1,950.00**
60122425	6/1/22	*****5057	TPG Rental Prop MGmt C/O Magzy A Kathleen and John Wilson	DD - ES	**1,152.00**
60122426	6/1/22	*****8702	Kathy D. Williams	DD - ES	**2,705.00**
60122427	6/1/22	*****5480	Tasia La Vonda Williams	DD - ES	**2,800.00**
60122428	6/1/22	*****5026	Windeler Development Group, Inc.	DD - ES	**987.00**
60122429	6/1/22	*****1906	Warren Wolfeld	DD - ES	**5,650.00**
60122430	6/1/22	*****1157	Har Pan Wong	DD - ES	**6,838.00**
60122431	6/1/22	*****6356	Joanne Wong	DD - ES	**1,450.00**
60122432	6/1/22	*****1060	Kinney Ming Wong	DD - ES	**634.00**
60122434	6/1/22	*****2784	Vincent Wong	DD - ES	**1,646.00**
60122435	6/1/22	*****3962	Hong Wu	DD - ES	**3,592.00**

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60122436	6/1/22	*****3698	Zhang Jin Wu	DD - ES	**3,468.00**
60122437	6/1/22	*****2556	Drewcillia Wyatt	DD - ES	**2,462.00**
60122438	6/1/22	*****4644	Chao Xu	DD - ES	**2,429.00**
60122439	6/1/22	*****3880	Ping Ping Xu Keming Wang	DD - ES	**2,534.00**
60122440	6/1/22	*****5087	Zhou Xu	DD - ES	**2,853.00**
60122441	6/1/22	*****4383	Yifan Ye Mike Perry, Property Manager	DD - ES	**2,471.00**
60122442	6/1/22	*****6779	Sally Yip	DD - ES	**912.00**
60122443	6/1/22	*****6210	Yong Qiang Lu	DD - ES	**1,790.00**
60122444	6/1/22	*****6178	Chris Kui You	DD - ES	**2,407.00**
60122445	6/1/22	*****7622	Yee Yue Cheung	DD - ES	**1,295.00**
60122446	6/1/22	*****8664	Mohammad Zalmaiyar	DD - ES	**1,583.00**
60122447	6/1/22	*****7638	Jielu Zhao	DD - ES	**769.00**
60122448	6/1/22	*****2407	Katherine Zhao	DD - ES	**1,938.00**
60122449	6/1/22	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	**1,988.00**
60122450	6/1/22	*****3259	Xirong Zhao	DD - ES	**862.00**
60122451	6/1/22	*****5640	Yan Zhang	DD - ES	**1,898.00**
60122452	6/1/22	*****4367	Xiang Yang Zheng	DD - ES	**1,462.00**
60122453	6/1/22	*****9263	Zhixing Li	DD - ES	**2,583.00**
60122454	6/1/22	*****3830	Joy Yi Zhou	DD - ES	**1,932.00**
60122455	6/1/22	*****7805	Shengguo Zhu	DD - ES	**5,400.00**
60122456	6/1/22	*****6132	Ying Zhu Ying Zhu	DD - ES	**4,009.00**
60122457	6/1/22	*****4651	Weijie Zhang	DD - ES	**1,130.00**

Housing Choice Voucher

HAP	1,517,562.39
UR	8,086.61
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	430.22
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	150.00
All Payments	**$1,526,229.22**

Check Summary

June 1, 2022

Check Number	Check Date	Payee Tax ID	Payee	**Amount**

Project Based Voucher

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51232	6/1/22	*****5111	Tonia Nichols	**20.00**
51250	6/1/22	*****5533	Daniel M Millanfriel	**23.00**
51252	6/1/22	*****8214	Joe Lewis	**23.00**
51253	6/1/22	*****1450	Leslea E Kendall	**23.00**
51254	6/1/22	*****5685	Mark D Behn	**23.00**
51281	6/1/22	*****8996	Veterans Square LP	**30,414.00**
51282	6/1/22	*****8996	Veterans Square LP	**13,102.00**

Project Based Voucher

HAP	43,516.00
UR	112.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	0.00
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$43,628.00**

Check Summary

June 1, 2022

Check Number	Check Date	Payee Tax ID	Payee		**Amount**
VASH					
51173	6/1/22	*****8792	James E Phifer Jr.		**22.00**
51228	6/1/22	*****2062	John M Ferguson		**18.00**
51258	6/1/22	*****9325	JOW & AAW, LLC		**2,184.00**
51260	6/1/22	*****9312	Western Upper Heights St. Apt. LLC		**1,548.00**
51262	6/1/22	*****2361	George Edward Cole		**1,297.00**
51278	6/1/22	*****2116	MSR Rental Properties, LLC C/O EEN Property Management		**1,780.00**
51285	6/1/22	*****5770	Ventana Rental Homes		**-389.00**
51289	6/1/22	*****9507	Olga M. Disney		**1,354.00**
51291	6/1/22	*****7378	Marina Heights Apartments, LP		**4,561.00**
51292	6/1/22	*****7378	Marina Heights Apartments, LP		**2,647.00**
51293	6/1/22	*****7378	Marina Heights Apartments, LP		**1,518.00**
60122011	6/1/22	*****4636	Felipe Amarante	DD - ES	**1,483.00**
60122021	6/1/22	*****3909	Ken Bartlett	DD - ES	**1,370.00**
60122035	6/1/22	*****1636	Jimmy Bhatia	DD - ES	**1,172.00**
60122036	6/1/22	*****7075	Som N Bhatia	DD - ES	**1,183.00**
60122050	6/1/22	*****8860	Joe Burns	DD - ES	**1,079.00**

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60122052	6/1/22	*****2513	Clara Beatriz Cardenas	DD - ES	**5,031.00**
60122073	6/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**14,551.64**
60122074	6/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**13,985.22**
60122075	6/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**11,559.31**
60122076	6/1/22	*****0746	Contra Costa County Housing Authority	DD - ES	**8,603.86**
60122077	6/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**3,733.00**
60122078	6/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**6,093.00**
60122079	6/1/22	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**5,926.00**
60122098	6/1/22	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**582.00**
60122112	6/1/22	*****4032	Fox Creek Apartments	DD - ES	**704.00**
60122116	6/1/22	*****8997	Fan Fuller	DD - ES	**1,526.00**
60122124	6/1/22	*****5111	Gateway Apartments	DD - ES	**3,665.00**
60122143	6/1/22	*****5267	Abhilash Gupta	DD - ES	**1,780.00**
60122156	6/1/22	*****6728	David T. Hennigan	DD - ES	**3,356.00**
60122221	6/1/22	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**2,479.00**
60122231	6/1/22	*****1547	Paul Livson	DD - ES	**744.00**
60122242	6/1/22	*****1494	Xiangwen Lu	DD - ES	**3,475.00**
60122295	6/1/22	*****9886	Northstar Financial Group, LLC	DD - ES	**2,547.00**
60122340	6/1/22	*****7228	Ramsey Horton	DD - ES	**1,321.00**
60122345	6/1/22	*****6703	Amerasia Real Estate Fund LLC	DD - ES	**1,632.00**
60122346	6/1/22	*****7083	Reliant - Woods Grove, LP	DD - ES	**1,146.00**
60122366	6/1/22	*****7396	Sierra Pacific Properties Inc Sierra Pacific Properties Inc	DD - ES	**3,938.00**
60122367	6/1/22	*****7789	Siena Court Apartments	DD - ES	**1,315.00**
60122368	6/1/22	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**2,832.00**
60122370	6/1/22	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**1,761.00**
60122383	6/1/22	*****3465	Ramzi D Srouji	DD - ES	**2,186.00**
60122386	6/1/22	*****0437	Suisun City Housing Authority	DD - ES	**1,634.33**
60122420	6/1/22	*****4563	Isidoro Weitzman	DD - ES	**1,600.00**
60122422	6/1/22	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**1,033.00**
60122433	6/1/22	*****0238	Shirley Ank Wong	DD - ES	**1,460.00**

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VASH	HAP	132,262.00
	UR	40.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	2,724.36
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$135,026.36**

Grand Total		
	HAP	1,693,340.39
	UR	8,238.61
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	3,154.58
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	150.00
	All Payments	**$1,704,883.58**

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Check Summary

June 15, 2022

	Check Number	Check Date	Payee Tax ID	Payee		Amount
Housing Choice Voucher						
*	51294	6/15/22	*****5715	Latisha M Williams		**143.00**
	51295	6/15/22	*****5334	Alexandra D McCray		**50.00**
	51296	6/15/22	*****3279	Tiffany A Pervoe		**56.00**
	51297	6/15/22	*****5770	Ventana Rental Homes		**1,472.00**
*	61522001	6/15/22	*****2609	Santa Fe Triplex LLC	DD	**2,043.00**
	61522002	6/15/22	*****5951	Stoneman Apartments	DD - ES	**1,104.00**
	61522003	6/15/22	*****9661	Chao Chen	DD - ES	**1,716.00**
	61522004	6/15/22	*****2454	Chun Ok Choi	DD - ES	**790.00**
	61522005	6/15/22	*****6569	Jeannette D. Crespo	DD - ES	**2,442.00**
	61522006	6/15/22	*****0457	Jeffrey Paul Hagler	DD - ES	**2,901.00**
	61522007	6/15/22	*****7386	Hanh Huu Hoang	DD - ES	**3,365.00**
	61522008	6/15/22	*****6821	Michael or Kay Isola	DD - ES	**142.00**
	61522009	6/15/22	*****6230	Kevin Moffett	DD - ES	**139.00**
	61522010	6/15/22	*****2585	Daniel Kwan	DD - ES	**1,850.00**
	61522011	6/15/22	*****2527	Steven Lee	DD - ES	**488.00**
	61522012	6/15/22	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**98.84**
	61522014	6/15/22	*****1388	Mynd Management Inc,	DD - ES	**2,610.00**
	61522015	6/15/22	*****7396	Sierra Pacific Properties Inc Sierra Pacific Properties Inc	DD - ES	**1,237.00**
	61522016	6/15/22	*****6356	Joanne Wong	DD - ES	**217.00**
	61522017	6/15/22	*****2556	Drewcillia Wyatt	DD - ES	**1,588.00**

Housing Choice Voucher		
	HAP	24,202.84
	UR	249.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	0.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$24,451.84**

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Check Summary

June 15, 2022

Check Number	Check Date	Payee Tax ID	Payee		Amount
VASH					
51297	6/15/22	*****5770	Ventana Rental Homes		**-988.00**
61522013	6/15/22	*****5423	Ann Marx	DD - ES	**1,254.00**

VASH	HAP	266.00
	UR	0.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	0.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$266.00**

Grand Total		
	HAP	24,468.84
	UR	249.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	0.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$24,717.84**

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Check Summary

June 15, 2022

Check Number	Check Date	Payee Tax ID	Payee		Amount
Housing Choice Voucher					
* 61522018	6/15/22	*****2189	Kelly Yumin Gao	DD - ES	**3,282.00**

Housing Choice Voucher	HAP	3,282.00
	UR	0.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	0.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$3,282.00**

Grand Total		
	HAP	3,282.00
	UR	0.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	0.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$3,282.00**

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Approving the Section 8 Management Assessment Program Certification for Fiscal Year End June 30, 2022

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

As required compliance with the U.S. Department of Housing and Urban Development (HUD), the Housing Authority of the City of Pittsburg (Housing Authority) has prepared the Section 8 Management Assessment Program (SEMAP) Certification for submission for fiscal year end June 30, 2022.

FISCAL IMPACT

This action has no fiscal impact to the General Fund or the Housing Authority Funds.

RECOMMENDATION

Staff recommends the Housing Authority Board adopt this Resolution approving the SEMAP Certification for submission for fiscal year ending June 30, 2022 to HUD no later than the August 29, 2022, deadline.

BACKGROUND

In 1999, HUD introduced the SEMAP as a management assessment system designed to provide an annual measurement of performance for all housing authorities administering the Section 8 Housing Choice Voucher program. HUD requires the SEMAP Certification be approved by resolution and transmitted electronically through HUD's Public and Indian Housing Information Center (PIC) system within 60 days following the end of the fiscal year.

The SEMAP system assesses Housing Authority on 14 key indicators that show whether families are assisted fairly and expeditiously and in accordance with the Federal regulations governing the program. These fourteen (14) indicators are:

1) Selection from Waiting List;
2) Reasonable Rent;
3) Determination of Adjusted Income;
4) Utility Allowance Schedule;
5) Housing Quality Standards (HQS) Quality Control;
6) HQS Enforcement;
7) Expanding Housing Opportunities;
8) Payment Standards;
9) Annual Reexaminations;
10) Correct Tenant Rent Calculations;
11) Pre-contract HQS;
12) Annual HQS;
13) Lease Up (Utilization); and
14) Family Self-Sufficiency.

Eight indicators are based on information certified by the Housing Authority and the remaining six indicators are based on HUD's PIC system data. Upon review of this SEMAP Certification by HUD, a determination will be made on the operational designation and regulatory compliance of the Housing Authority.

It is important to note that Indicator 14, Family Self-Sufficiency, is rated for those housing authorities operating a Family Self Sufficiency (FSS) Program and have an FSS Coordinator. As the Housing Authority does not operate this program, it is assessed on the remaining 13 indicators for a maximum of 135 points.

Within the 13 remaining indicators, there is a cumulative 135-point total scale where the attainment of 90% or above (122+ points) will yield a designation of "High Performer," a score between 60% and 89% (81 to 121 points) will yield a designation of "Standard Performer," and a score of less than 60% (80 points) will yield a designation of "Troubled Performer". HUD will conduct on-site reviews of housing authorities rated "Troubled" to assess the magnitude and severity of the problems.

The Housing Authority has in the past been designated a "High Performer" and current records indicate that it has successfully completed the 2022 requirements for most indicators to continue meeting the "High Performer" designation.

It is anticipated that HUD will post the Housing Authority's designation within 120 days of submission of the SEMAP Certification.

SUBCOMMITTEE FINDINGS

The SEMAP Certification was not discussed in a subcommittee.

STAFF ANALYSIS

The Housing Authority has prepared the SEMAP Certification to meet HUD's requirements and upon approval, will submit the SEMAP Certification to HUD on or before the due date of August 29, 2022 for compliance.

ATTACHMENTS: Resolution
SEMAP Certification

Report Prepared By: Bruce Smargiasso, Housing Manager

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Housing Authority Resolution Approving the)
Section 8 Management Assessment Program) RESOLUTION NO. 15-
Certification for Fiscal Year End June 30, 2022)

WHEREAS, in 1999, the U.S. Department of Housing and Urban Development (HUD), introduced the Section 8 Management Assessment Program (SEMAP) as a management assessment system designed to provide an annual measurement of performance for all housing authorities administering the Section 8 Housing Choice Voucher program; and

WHEREAS, HUD requires the SEMAP Certification be approved by resolution and transmitted electronically through HUD's Public and Indian Housing Information Center (PIC) system within 60 days following the end of the fiscal year; and

WHEREAS, the SEMAP system assesses housing authorities on 14 key indicators that show whether families are assisted fairly and expeditiously and in accordance with the Federal regulations governing the program. These fourteen (14) indicators are: 1) Selection from the Waiting List; 2) Reasonable Rent: 3) Determination of Adjusted Income; 4) Utility Allowance Schedule; 5) Housing Quality Standards (HQS) Quality Control; 6) HQS Enforcement; 7) Expanding Housing Opportunities; 8) Payment Standards; 9) Annual Reexaminations; 10) Correct Tenant Rent Calculations; 11) Pre-contract HQS; 12) Annual HQS; 13) Lease Up (Utilization); and 14) Family Self-Sufficiency. Eight indicators are based on information certified by the Housing Authority of the City of Pittsburg (Housing Authority) and the remaining six indicators are based on HUD's PIC system data. Upon review of this SEMAP Certification by HUD, a determination will be made on the operational designation and regulatory compliance of the Housing Authority; and

WHEREAS, Indicator 14, Family Self-Sufficiency, is rated for those housing authorities operating a Family Self Sufficiency (FSS) Program and have an FSS Coordinator. The Housing Authority does not operate this program and is therefore, assessed on the remaining 13 indicators for a maximum of 135 points and

WHEREAS, the Housing Authority has identified policies, procedures and management practices to ensure compliance with SEMAP indicators identified by HUD.

NOW, THEREFORE BE IT RESOLVED**,** the Governing Board of the Housing Authority confirms the SEMAP Certification for Fiscal Year End June 30, 2022, is a thorough and complete document. The SEMAP Certification supports the Housing Authority's policies, procedures and management practices.

Be it further resolved that the Governing Board hereby approves the SEMAP Certification for submission and adopts this Resolution and Exhibit A incorporated herein by this reference.

PASSED AND ADOPTED by the Governing Board of the Housing Authority of the City of Pittsburg on the 15th day of August 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Chair

ATTEST:

_____
Alice E. Evenson, Agency Secretary

Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0215
(exp. 02/29/2020)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
City of Pittsburg Housing Authority - CA060	06/30/2022	08/26/2022

Check here if the PHA expends less than $300,000 a year in Federal awards ☐
Indicators 1 - 7 will not be rated if the PHA expends less than $300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than $300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))
(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response **Yes** ☑ **No** ☐

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response **Yes** ☑ **No** ☐

2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)
(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response **Yes** ☑ **No** ☐

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response ☑ **At least 98% of units sampled** ☐ **80 to 97% of units sampled** ☐ **Less than 80% of units sampled**

3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)
The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response ☑ **At least 90% of files sampled** ☐ **80 to 89% of files sampled** ☐ **Less than 80% of files sampled**

4. Utility Allowance Schedule. (24 CFR 982.517)
The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response **Yes** ☑ **No** ☐

5. HQS Quality Control Inspections. (24 CFR 982.405(b))
A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response **Yes** ☐ **No** ☑

6. HQS Enforcement. (24 CFR 982.404)
The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response ☑ **At least 98% of cases sampled** ☐ **Less than 98% of cases sampled**

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).
Applies only to PHAs with jurisdiction in metropolitan FMR areas.
Check here if not applicable ✔

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.
PHA Response **Yes** ✔ **No** ☐

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.
PHA Response **Yes** ✔ **No** ☐

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.
PHA Response **Yes** ✔ **No** ☐

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.
PHA Response **Yes** ✔ **No** ☐

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.
PHA Response **Yes** ✔ **No** ☐

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.
PHA Response **Yes** ✔ **No** ☐

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response **Yes** ✔ **No** ☐

Enter current FMRs and payment standards (PS)

0-BR FMR	1-BR FMR	2-BR FMR	3-BR FMR	4-BR FMR
1538	1854	2274	3006	3578
PS 1500	**PS** 1830	**PS** 2240	**PS** 3060	**PS** 3578

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response **Yes** ✔ **No** ☐

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response **Yes** ✔ **No** ☐

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

PHA Response **Yes** ✔ **No** ☐

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

PHA Response **Yes** ✔ **No** ☐

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

PHA Response **Yes** ✔ **No** ☐

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)
Applies only to PHAs required to administer an FSS program .
Check here if not applicable ✔

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)
Applies only to PHAs required to administer an FSS program .
Check here if not applicable ✔

PHA Response **Yes** ☐ **No** ☐

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;

or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response **Yes** ☐ **No** ✔ **If yes, attach completed deconcentration bonus indicator addendum.**

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature

Date (mm/dd/yyyy) 07/26/2022

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy) 07/26/2022

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) _____

PHA Name _____

Principal Operating Area of PHA _____
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs. Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area _____

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

1) _____ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.

_____ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.

_____ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).

Is line c 50% or more? **Yes** ☐ **No** ☐

2) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.

_____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.

_____ c. Number of Section 8 families with children who moved during the last completed PHA FY.

_____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? **Yes** ☐ **No** ☐

3) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.

_____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.

_____ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.

_____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? **Yes** ☐ **No** ☐

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Approving the Pittsburg Chamber of Commerce 2022-2023 Lease and Common Area Maintenance Offset

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

The Pittsburg Chamber of Commerce (Chamber) entered into a sublease agreement (Sublease) for its operations located at 985 Railroad Avenue (Premises). Pursuant to Sections 3.2 (a) and 5.4 of the Sublease, the Chamber may provide services to the community in lieu of rent and common area maintenance (CAM) charges to be paid by the Chamber. A scope of services (Lease and CAM Offset 2022-2023) was developed to be provided by the Chamber in lieu of paying lease and CAM charges.

FISCAL IMPACT

The 2022-2023 lease for the Premises is $2.10 per square foot for 2,879 square feet of space; $6,045.90 monthly or $72,550.80 annually. The 2022-2023 CAM is $1,728.32 monthly or $20,739.88 annually. The 2022-2023 lease and CAM combined for the Premises is $93,290.68; accounted for in Fund 248. The proposed Lease and CAM Offset 2022-2023 is attached as Exhibit A to this staff report and is not to exceed $93,290.68. Neither the Housing Authority of the City of Pittsburg (Housing Authority) nor the City will be required to make payments for services rendered above the Lease and CAM Offset 2022-2023.

RECOMMENDATION

Housing Authority adopt the Resolution and approve the Lease and CAM Offset 2022-2023.

BACKGROUND

The former Redevelopment Agency of the City of Pittsburg (Agency) and Domus Development LLC (Domus) executed a disposition and development agreement (DDA) dated November 21, 2005, pursuant to which the Agency leased the property to Domus under a ground lease, a memorandum of which is recorded as Document No. 2006-0094848-00 in the official records of the Contra Costa County. Pursuant to the DDA and the ground lease, Domus was required to construct an affordable housing project on the property identified in the ground lease consisting of 28 affordable housing units and 8,000 square feet of commercial space (Gateway Project later known as Entrata).

The Agency and a partnership formed by Domus known as Gateway Mixed Use Development entered into a master lease agreement dated October 1, 2007, whereby the Agency had a leasehold interest in the 8,000 square feet of commercial space. The Agency entered into sublease agreements with various tenants for portions of the commercial space.

The Sublease between the Agency and the Chamber was approved and executed on March 16, 2009 by Agency Resolution 09-1350 and City Council Resolution 09-11179.

On June 2011, the California Legislature adopted, the Governor signed, and the California Supreme Court, in California Redevelopment Association, et al. v. Ana Matosantos, et al. upheld ABx1 26 (Dissolution Law), legislation that amended the California Redevelopment Law and dissolved the Agency on February 1, 2012. The Dissolution Law provides that the City may elect to assume the assets and responsibilities for the housing functions previously performed by the Agency or by default the housing function would be transferred to the local housing authority. On January 17, 2012, by City Council Resolution 12-11753 and Housing Authority Resolution 12-261, the City transferred and the Housing Authority accepted all rights, responsibilities, and function related to housing previously performed by the Agency to the Housing Authority.

The Chamber was notified by a letter dated June 4, 2012 that the Sublease was transferred from the Agency to the Housing Authority.

SUBCOMMITTEE FINDINGS

This item was not discussed in a subcommittee.

STAFF ANALYSIS

The Housing Authority calculates the rent annually using the Consumer Price Index rate in December 2021 and the total CAM charges for calendar year 2021 to determine the Lease and CAM Offset amount for 2022-2023.

The scope of services provided in the Lease and CAM Offset 2022-2023 include: 1) publication and distribution of newsletters, eBlasts, brochures, and flyers; 2) Think Pittsburg Campaign and Mugshot Mondays; 3) Assist a minimum of three pop-up businesses with business plan preparation and coaching 4) Small Business Saturday – Keep it Local Campaign; 5) National Manufacturing Day; and 6) Professional business development workshops.

The Lease and CAM Offset 2022-2023 is effective July 1, 2022 and will expire on June 30, 2023 (Term). During the Term, the Chamber will submit on a regular basis, reports that show progress in achieving the tasks listed in the Lease and CAM Offset 2022-2023. Included in the reports will be documentation necessary to support the efforts completed.

ATTACHMENTS: Resolution
Exhibit A - Lease and CAM Offset 2022-2023

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Pittsburg Chamber of Commerce)
2022-2023 Lease and Common Area) RESOLUTION NO. 22-
Maintenance Offset)

WHEREAS, the former Redevelopment Agency of the City of Pittsburg (Agency) and Domus Development LLC (Domus) executed a disposition and development agreement (DDA) dated November 21, 2005, pursuant to which the Agency leased the property to Domus under a ground lease; and

WHEREAS, pursuant to the DDA and the ground lease, Domus was required to construct an affordable housing project on the property identified in the ground lease consisting of 28 affordable housing units and 8,000 square feet of commercial space (Gateway Project later known as Entrata); and

WHEREAS, the Agency and a partnership formed by Domus known as Gateway Mixed Use Development entered into a master lease agreement dated October 1, 2007, whereby the Agency had leasehold interest in the 8,000 square feet of commercial space. The Agency entered into sublease agreements with various tenants for portions of the commercial space; and

WHEREAS, the Agency and the Pittsburg Chamber of Commerce (Chamber) entered into a sublease agreement (Sublease) for a portion of the commercial space for its operations located at 985 Railroad Avenue (Premises). The Sublease was approved and executed on March 16, 2009 by Agency Resolution 09-1350 and City Council Resolution 09-11179; and

WHEREAS, pursuant to Sections 3.2 (a) and 5.4 of the Sublease, the Chamber may provide services to the community in lieu of rent and common area maintenance (CAM) charges to be paid by the Chamber; and

WHEREAS, on June 2011, the California Legislature adopted, the Governor signed, and the California Supreme Court, in California Redevelopment Association, et al. v. Ana Matosantos, et al. upheld ABx1 26 (Dissolution Law), legislation that amended the California Redevelopment Law and dissolved the Agency on February 1, 2012; and

WHEREAS, the Dissolution Law provides that the City may elect to assume the assets and responsibilities for the housing functions previously performed by the Agency or by default the housing function would be transferred to the local housing authority. On January 17, 2012, by City Council Resolution 12-11753 and Housing Authority Resolution 12-261, the City transferred and the Housing Authority of the City of Pittsburg (Housing Authority) accepted all rights, responsibilities, and function related to housing previously performed by the Agency; and

WHEREAS, the Chamber was notified by a letter dated June 4, 2012 that the Sublease was transferred from the Agency to the Housing Authority; and

WHEREAS, the Housing Authority calculates the rent annually using the Consumer Price Index rate in December 2021 and the total CAM charges for calendar year 2021 to determine the Lease and CAM Offset amount for 2022-2023; and

WHEREAS, the 2022-2023 lease for the Premises is $2.10 per square foot for 2,879 square feet of space; $6,045.90 monthly or $72,550.80 annually. The 2022-2023 CAM is $1,728.32 monthly or $20,739.88 annually. The 2022-2023 lease and CAM combined for the Premises is $93,290.68; and

WHEREAS, the scope of services provided in the Lease and CAM Offset 2022-2023 include: 1) publication and distribution of newsletters, eBlasts, brochures, and flyers; 2) Think Pittsburg Campaign and Mugshot Mondays; 3) Assist a minimum of three pop-up businesses with business plan preparation and coaching 4) Small Business Saturday – Keep it Local Campaign; 5) National Manufacturing Day; and 6) Professional business development workshops; and

WHEREAS, the Lease and CAM Offset 2022-2023 is effective July 1, 2022 and will expire on June 30, 2023 (Term). During the Term, the Chamber will submit on a regular basis, reports that show progress in achieving the tasks listed in the Lease and CAM Offset 2022-2023. Included in the reports will be documentation necessary to support the efforts completed.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Housing Authority hereby approves the Pittsburg Chamber of Commerce 2022-2023 Lease and CAM offset.

PASSED AND ADOPTED by the Housing Authority of the City of Pittsburg at a regular meeting on the 15th day of August 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Chair

ATTEST:

_____
Alice E. Evenson, Agency Secretary

EXHIBIT A

2022-2023 LEASE/CAM OFFSET

ENTRATA Lease/CAM Offset Task	Activity	Performance Measure
Community Outreach/Chamber Communications Promote events throughout the city	Publish/Distribute City and PACF events: 1) Events flyers as needed	**Action items:** *Promote events on social media. **Reporting:** *Submit a list of items posted and a sample of a social media post reports.
Economic Development Market Pittsburg's Think Pittsburg with Business Retention Visits	Promote Think Pittsburg message through Chamber's business retention visits. This includes: *Mugshot visits – done with Chamber Members on their 6th month anniversary * Develop a one year anniversary program.	*Due to unknown social distancing regulations, if applicable, Business retention visits will be done virtually, and content developed to promote and market Pittsburg businesses.* **Action items:** *Provide the list of businesses receiving visits each quarter. **Reporting:** *Submit a copy of a social media post as an example. *Follow up with businesses to see if there was any positive impact from the visit
Business Plan Preparation/Review and Coaching for Pop-Up Shops	Assist with business plan preparation/review and coaching for pop-up businesses	**Action items:** *Assist up to 3 pop-up businesses with preparing/reviewing business plans and provide coaching from pop-up inception through 3 months after shop closure. **Reporting:** *Provide the number of businesses assisted
Economic Development Small Business Saturday-Keep It Local Campaign	*Chamber register as City of Pittsburg "Neighborhood Champion" through National Small Business Saturday & Amex Program *Coordinate Keep it local community event and social media campaign	*Due to unknown social distancing regulations, if applicable, Small Business Saturday will be video promotions and promotions of on-line selling. The Chamber will, as previously, work with businesses on creating incentives for shoppers.* **Action items:** *Kick off the event in August to ensure a successful event in November by coordinating business participation.

		* Distribute the kits to businesses to encourage them to self promote the event. Promote participating business/shopping centers on social media. * Conduct a social media picture campaign **Reporting:** *Provide the list of businesses/shopping centers that participate. Follow up meeting with participants to measure success (i.e. increase foot traffic or sales) and report results.
Workforce Development Big Business Outreach Made in Pittsburg - National Manufacturing Day	The Pittsburg Chamber will work In collaboration with City of Pittsburg, PUSD, LMC and Contra Costa COE on the current MFG DAY events to tour local manufacturers and LMC ETEC and PTEC program, but in addition, the Chamber will bring back Made in Pittsburg – to run additional tours to Pittsburg manufacturers.	*Due to the unknown social distancing regulations, if applicable, the Chamber will work with the Manufacturers to conduct virtual tours and provide workforce development information. The Chamber fully intends to host this event.* **Action items:** *Share the date, location of the events and submit the flyer/materials to City Staff at least 2 months before. *Promote event and manufacturers on social media. Advertise the companies participating, post allowable pictures during the tours, and in the gallery after the event. *Explore doing videos featuring each manufacturer or jobs within it or run something the company already has. **Reporting:** *Provide the list of participating businesses * Provide the number of attendees as provided by PUSD.
Workforce Development Small Business Outreach Professional Development Workshops Conduct classes on business education	*Conduct 1-2 hour courses: Suggested topics. 1) How to create a business plan.2) How to obtain a business loan.3) How to obtain license/permits (business license, Health Department, fictitious name, ABC) *(This meeting may include a tour of City Hall & services offered)* 4) How to market your business.5) How to purchase a business.6) How to	**Action items:** *Due to unknown social distancing regulations, workshops will be conducted by Zoom trainings and interviews that will also be archived for future playback, until lifted. Topics may cover:* *-Business License process* *-Opportunity Zone* *-COVID-19 Response, Funding, and "Business in the NEW California"* *-Best Practice Power Sessions (Peer*

	succeed in business.*(Topics can vary but must be educational and focus on business)* ***Courses can be on-line, symposiums, one-on-one.***	*forums to help business to business innovation)* *-Influencer Interviews* *Share the date, location of the event and submit flyer to City Staff at least a month before. Promote on social media and with targeted calls to businesses. **Reporting:***Provide the number of attendees and submit sign in sheets from each event. Follow up meeting with attendees to measure success (i.e. did they open for business, did they obtain a loan, etc.) if the business is willing to share the information, as it is confidential with the SBDC.

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

TO: Chair and Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution Approving Funding for a Gun Buyback Program to be Hosted by the Pittsburg Police

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

The overall goal of a gun buyback program is to reduce the number of guns sold illegally in the community and to reduce the number of associated injuries and deaths.

FISCAL IMPACT

There is no impact to the General Fund. The resolution will allocate $100,000 from the Pittsburg Power fund balance to finance the Gun Buyback Program

RECOMMENDATION

Pittsburg Power Company Board of Directors adopt the attached resolution allocating $100,000 from the Pittsburg Power fund balance to finance the 2022 Gun Buyback Program.

BACKGROUND

On June 1, 2022, the Pittsburg Police Department began a 90-day campaign that is focusing on reducing violent crime and gun violence throughout the city. Keeping our community safe is always the highest priority for the police department.

During this campaign Pittsburg Police Officers have conducted large scale patrol enforcement, special operations, and prohibited person compliance enforcement. The Pittsburg Police Department also partnered with local, state, and federal agencies.

At this point, the campaign has been largely successful removing guns from the street. To date over 60 guns have been taken from the hands of criminals. A reduction in crime and violent gun related incidents has also been noted. The ability to host a gun buyback program would further enhance these efforts and remove additional unwanted guns from the community.

The key objectives of this gun buyback program will be:

1. Provide an opportunity for safe disposal of firearms
2. Reduce the availability of guns in Pittsburg and surrounding communities.
3. Raise awareness of the risks of firearms
4. Reduce crime and gun violence.

The gun buyback program will be fully managed by the Pittsburg Police Department, including advertising, staffing the event, and destroying the firearms. The program will pay $50 for non-operable guns, $100 for handguns/rifles/shotguns, and $200 for assault rifles and ghost guns. The funding all located by the City Council will be used to purchase gift cards from local businesses that will be provided to residents during the event.

Residents will be able to safely bring guns to the event secured in the trunk of their car, and the Pittsburg Police Department will take possession the gun(s) at that point. All firearms collected will be destroyed.

Any excess funds not utilized at the event will be rolled over to a future firearm and violent crime reduction programs.

SUBCOMMITTEE FINDINGS

This item was presented to the Public Safety Subcommittee on August 9, 2022.

STAFF ANALYSIS

n 2013 and again in 2016, the Pittsburg Police Department hosted gun buybacks programs. The previous programs were extremely successful with more participation than initially anticipated. During the previous gun buybacks, over 300 firearms were turned in at each event. Citizens were incentivized to turn in the unwanted firearms, receiving gift cards to local retail businesses.

The previous programs provided members of the community a safe and simple process of disposing unwanted firearms. It also allowed for this process to be handled safely, effectively, and anonymously.

Staff recommends approval of the resolution authorizing $100,000 be allocated from the Pittsburg Power fund balance to finance the 2022 Gun Buyback Program.

ATTACHMENTS:
Resolution

Report Prepared By:
Steve Albanese, Chief of Police

BEFORE THE PITTSBURG POWER COMPANY BOARD OF DIRECTORS

In the Matter of:

Allocating Funds to Finance the 2022 Gun Buyback Program Hosted by the Pittsburg Police Department	)))	RESOLUTION NO. 22-

WHEREAS, the Police Department began a 90-day campaign focusing on reducing violent crime and gun violence throughout the city; and

WHEREAS, the Police Department proposes to host an anonymous gun buyback program to reduce the number of guns sold illegally in the community and to reduce the number of associated injuries and deaths; and

WHEREAS, the key objectives of the program are to provide safe disposal of firearms, reduce the availability of guns in Pittsburg and the surrounding communities, raise awareness of the risks of firearms and reduce crime and gun violence.

WHEREAS, the Police Department will pay residents $50 for non-operable guns, $100 for handguns/rifles/shotguns, and $200 for assault rifles and ghost guns in the form of gift cards from local businesses.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pittsburg Power Company authorizes the allocation of $100,000 from the Pittsburg Power fund balance to finance the Police Department's Gun Buyback Program.

PASSED AND ADOPTED by the Board of Directors of the Pittsburg Power Company of the City of Pittsburg at a regular meeting on the 15th day of August 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Chair

ATTEST:

_____
Alice E. Evenson, Agency Secretary

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: By Minute Order, Establish a My Brother's Keeper Ad Hoc Subcommittee and Appointing Two Subcommittee Members

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

The City Council will consider establishing an ad hoc subcommittee tasked with reviewing, providing direction, and making recommendations related to a future My Brother's Keeper program in Pittsburg, as well as appointing two committee members.

FISCAL IMPACT

Staff does not anticipate any significant fiscal impact related to establishing and staffing the ad hoc subcommittee.

RECOMMENDATION

By Minute Order, establish the My Brother's Keeper ad hoc subcommittee and appoint Vice Mayor Scales-Preston and Councilmember Killings to serve on the ad hoc subcommittee.

BACKGROUND

Earlier this year, the City contracted with the consultant Innovation Bridge to explore implementation of the My Brother's Keeper Program (MBK) in Pittsburg. On April 4, 2022, Innovation Bridge presented a proposed multi-phase, multi-year plan to establish a localized MBK initiative to Pittsburg City Council. On August 1, 2022, the City Council received a presentation from Innovation Bridge on the Phase I Comprehensive Needs Assessment. Following the presentation, the City Council discussed formation of an ad hoc subcommittee that would meet throughout the duration of the current calendar year to provide feedback to staff and the consultant related to the continued exploration of the MBK Pittsburg initiative.

During the discussion, Mayor White proposed appointment of Vice Mayor Scales-Preston and Councilmember Killings to the ad hoc.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

This subcommittee will be tasked with reviewing, providing direction, and making recommendations related to a future MBK Pittsburg initiative, and specifically the implementation of upcoming “Phase II” tasks. It is anticipated that this ad hoc will meet several times throughout the remainder of the 2022 calendar year, at which time a standing subcommittee may be tasked with continuing to review and provide direction to staff on MBK Pittsburg.

In accordance with the City of Pittsburg’s adopted, “Policies and Procedures for the City Council,” the Mayor and Vice-Mayor shall appoint individual Councilmembers to standing and ad hoc subcommittees.

Report Prepared By: Garrett Evans, City Manager

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute a Professional Services Agreement for a Wharf Feasibility Study

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

The City of Pittsburg is owner of a former industrial wharf on its waterfront, and desires to retain services of a firm to conduct a feasibility study to identify relative processes and costs for implementing the highest and best use the wharf.

FISCAL IMPACT

The cost of the Wharf Feasibility Study (Study) is $176,750. Funds from the $3.2 million Tidelands Lease termination payment received from NRG Energy will be used to pay for the Study.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager execute of a Professional Services Agreement with Anchor QEA for the Study.

BACKGROUND

PG&E constructed a 1,100-foot long timber, concrete, and steel wharf for piping materials from vessels to land to support its associated Pittsburg power plant in the 1950's. Through a series of transactions over the next 70 years, the power plant property and wharf infrastructure were sold to various operators with the latest sale to NRG Energy.

In 2011, California Senate Bill 551 enacted a grant of sovereign tidelands and submerged lands (Tidelands) within the Pittsburg boundaries to the City. This grant included APN 085-010-012, the land on which the wharf was built. With the passage of SB 551, by operation of law, the City became lessor in place of the State of California for all existing leases of Tidelands, and entered into a Tidelands Lease for use of the wharf by NRG Energy.

In 2021, developer Integral Communities purchased the nearly 1,000 acres of power plant property adjacent to the wharf. The City terminated its lease with NRG Energy on June 30, 2021, and the wharf became property of the City pursuant to a provision in the lease. As new owner of the unique infrastructure, the City conducted a Condition Assessment Report (Assessment) of the wharf (see Attachment 3). In addition to detailed conditions, this Assessment approximated costs of demolition and replacement, as well as repair of the wharf at $21,300,000 and $8,700,000 respectively. Given these costs, the City proposes a feasibility study to identify relative processes and costs for implementing the highest and best use the wharf.

It is important to note that the proposed Study's scope shown in Exhibit A of Attachment 2 does not include a feasibility study for a ferry. This is due to an ongoing regional effort led by the County to conduct ferry feasibility research, to which the City is contributing $25,000.

SUBCOMMITTEE FINDINGS

This item was not presented at a Subcommittee.

STAFF ANALYSIS

The Pittsburg waterfront is evolving. In the last decade, two large industrial property owners sold over 1,000 acres to lighter commercial users and residential developers, prominent enterprises like Dow Chemical and US Steel have undergone major structural transitions, and green technology has edged its way onto the waterfront with much expansion potential. On the western half of Pittsburg's waterfront, the City Council approved its first commercial Tidelands Lease for a hotel near the marina in 2022. Retail operations like a bait shop, fish market, and cafes are thriving. Old parks and recreation amenities are receiving grant-funded upgrades, and the City continues to pursue expansion of its waterfront-focused brownfield programs. All of these changes affect the disposition of the wharf, but none more than the Bay Walk Project, proposing 2,000 residential units, mixed-use development on the upland property adjacent to the wharf.

The City's Environmental Services Division is responsible for fostering projects that promote public benefit and redevelopment of underutilized properties. With the influx of residents associated with the Bay Walk Project, productive use of the wharf that can provide immense public benefit and revitalization of underutilized infrastructure can become a reality. The Study proposed will develop details needed to inform future community and City Council decisions through exploration of financial opportunities and costs, physical needs, environmental parameters, and implementation hurdles of industrial, commercial, and recreational uses.

Staff sought three quotes for this feasibility work and received one response from Anchor QEA. Anchor QEA has extensive internal knowledge and experience on the Sacramento San-Joaquin River Delta, and the City has worked with Anchor QEA for several years on dredge projects, various marine permitting items, and conditions assessments.

ATTACHMENTS: Resolution
Consultant Services Agreement
Waterfront Facilities Inspection Condition Assessment Report

Report Prepared by: Sara Bellafronte, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute a Professional Services Agreement for a Wharf Feasibility Study	)))	RESOLUTION NO. 22-

WHEREAS, PG&E constructed a 1,100-foot long timber, concrete, and steel wharf to support its associated Pittsburg power plant in the 1950's, and through a series of transactions over the next 70 years, the power plant property and wharf infrastructure were sold to various operators with the latest sale to NRG Energy; and

WHEREAS, in 2011, California Senate Bill 551 enacted a grant of sovereign tidelands and submerged lands (Tidelands) within the Pittsburg boundaries to the City. This grant included APN 085-010-012, the land on which the wharf was built; and

WHEREAS, with the passage of SB 551, by operation of law, the City became lessor in place of the State of California for all existing leases of Tidelands, and entered into a Tidelands Lease for use of the wharf by NRG Energy; and

WHEREAS, the City terminated its lease with NRG Energy on June 30, 2021, and the wharf became property of the City pursuant to a provision in the lease; and

WHEREAS, as new owner of the unique infrastructure and its associated costs, the City proposes a feasibility study to identify relative processes and costs for implementing the highest and best use the wharf; and

WHEREAS, staff sought three quotes for this feasibility work and received one response from Anchor QEA. Anchor QEA has extensive internal knowledge and experience on the Sacramento San-Joaquin River Delta, and the City has worked with Anchor QEA for several years on dredge projects, various marine permitting items, and conditions assessments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a Professional Services Agreement with Anchor QEA for a Wharf Feasibility Study.

PASSED AND ADOPTED by the City Council of the City of Pittsburg, at a regular meeting on the 15th day of August 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
ANCHOR QEA

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and Anchor QEA, LLC, a Washington limited liability company ("Consultant") (together referred to as the "Parties") as of August 16, 2022 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2022 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed one hundred seventy-six thousand seven hundred fifty dollars $(176,750) as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

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

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

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

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

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

2.4 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2.

Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition)

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

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

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement

professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

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

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

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

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

4.4 All Policies Requirements.

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

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

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

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $250,000.

4.4.4 Reserved.

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Consultant's negligent performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California

Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

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

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

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Nothing int his Agreement shall prevent Consultant from retaining one (1) copy of all project materials in its files subject to the confidentiality requirements of this Agreement.

8.2 Amendments. The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by

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

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

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

8.5.1 Immediately terminate the Agreement;

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the

provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

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

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

Consultant : Anchor QEA, LLC
33 New Montgomery Street, Suite 1210
San Francisco, CA 94105
Attn: Josh Burnam

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

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

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule

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

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

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

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

CITY OF PITTSBURG	CONSULTANT
Garrett Evans, City Manager	Josh Burnam, PhD, Principal Planner
Attest:	Approved as to Form:
Alice E. Evenson, City Clerk	Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

This scope is for initial steps of a phased feasibility study for the reuse/repurposing of the former NRG wharf, now owned by the City. The tasks below are intended to be the first phase of an iterative process to identify and then refine options for the future of the former NRG wharf. Through this process and study consultant shall narrow the range of possible options for the pier, which will then allow more focused evaluations in the future, alternative development, and design.

This scope is divided into study modules with assumptions and deliverables. Consultant shall score alternatives according to the following criteria:

- Cost to implement (at a Rough Order of Magnitude [ROM] level)
- Regulatory feasibility
- Compatibility with proposed land uses and public access, including the proposed development
- Residual environmental risk and liability
- Revenue generation potential

Task 1: Kick-Off and Scoping Meeting

The kickoff meeting and site visit shall establish and confirm goals and objectives of each module.

Deliverables:
• One full day meeting at the City including Consultant's technical team
• Meeting notes including action items Once Task 1 is complete

Task 2: Open-Space Module

The Open-Space Module shall evaluate uses for site that would occur along with complete or partial demolition of the pier to create open space and habitat (e.g., no new construction following complete or partial demolition). Consultant shall evaluate whether there is sufficient space and opportunity to implement any habitat banking/mitigation bank process that could produce revenue or cost offsets for the City in the future, and include visual simulation of one open space use, which will be based on the kickoff meeting discussion.

Consultant shall study the following two alternatives:
• Demolition only
• Demolition plus habitat creation/banking

Deliverables:

- One additional meeting with the City and/or the landside developer
- One set of draft and one set of final visual simulations to aid
- Evaluation of alternatives according to the scoring criteria.

Task 3: Commercial Berthing Module

The Commercial Berthing Module shall evaluate reuse of the wharf for commercial berthing without any offloading of cargo (liquid, dry, or other).

Deliverables:

- Mooring and berthing study (see Attachment A)
- One additional meeting with the City
- Market outreach to potential tenants, to identify potentially interested tenants with vessels consistent with the outcomes of the mooring and berthing study
- One set of draft and one set of final visual simulations as described above, to aid evaluation
- Evaluation of alternatives according to the scoring criteria.

Assumptions:

- Costs estimates will be ranked on a ROM basis to inform the study.

Task 4: Recreational Uses Module

The Recreational Uses Module shall evaluate complete or partial removal of the pier with incorporated reuse for community/public recreational uses or other community benefits likely including waterfront recreational uses, such as fishing, motorized or nonmotorized boating, or other shoreline uses. Launch ramps and gangway access shall specifically be considered. Consultant shall work with the City (as part of the kickoff meeting and this task) to identify up to three initial alternatives for community reuse combining various options for fishing, motorized boating, nonmotorized boating, or other shoreline uses, which may or may not involve demolition of the pier or construction of new features.

Deliverables:

- Two additional meetings with the City and/or the landside developer to identify three alternatives for community reuse as determined by the Kickoff Meeting but likely including a combination of:
    - Complete reuse as community pier – fishing, recreational motorized or nonmotorized launches, and concessions
    - Partial reuse as community pier – fishing, recreational motorized or nonmotorized launches, and concessions
    - Conversion to recreational boating (motorized or nonmotorized) use
    - Hybrid use with commercial berthing and public/community use

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

CONSULTANT

By: _____

Title: _____

2784980.1

- One set of draft and final concept diagrams documenting the proposed recreation reuse concept each alternative
- One set of draft and one set of final visual simulations to aid evaluation
- Evaluation of alternatives according to the scoring criteria.

Assumptions:

- Costs estimates shall be ranked on a ROM basis to inform the study.

Task 5: Draft and Final Report and Council Presentation

Following completion of the studies and simulations, Consultant shall prepare a draft report for comment by the City as well as a final report responding to one round of comments.

Consultant shall also attend and present the study at a Council study session.

EXHIBIT B

COMPENSATION SCHEDULE

Anchor QEA, LLC
2022 BILLING RATES

Professional Level Hourly Rates

Principal	$297
Senior Manager	$265
Manager	$248
Senior Staff	$219
Staff 3	$193
Staff 2	$173
Staff 1	$146
Senior CAD1 Designer	$152
CAD Designer	$129
Technician	$129
Senior Technical Editor	$155
Technical Editor	$129
Senior Project Coordinator	$148
Project Coordinator	$122

Special Hourly Rates

National expert consultant	$492
All work by a testifying expert	1.5 times professional level rate
Expert Advisor	$364

EXPENSE BILLING RATES

Expense Rates

Computer Modeling (per hour)	$10.00
Graphic Plots (varies with plot size)	$3-$6/sf
Mileage (per mile)	Current Federal Standard

FEE ON LABOR AND EXPENSE CHARGES

Subcontracts/subconsultants	10%
Travel and other direct costs	10%
Field equipment and supplies	10%

City of Pittsburg NRG Dock
Waterfront Facilities Inspection
Condition Assessment Report

Prepared for:
The City of Pittsburg

Prepared by:

moffatt & nichol

2185 North California Blvd, Suite 500
Walnut Creek, CA 94596
April 2, 2021

102

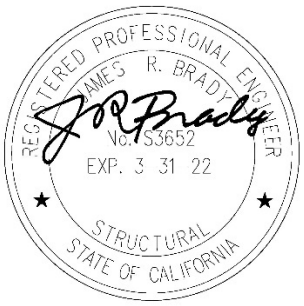
City of Pittsburg NRG Dock
Waterfront Facilities Inspection
Condition Assessment Report

Rev No	0	1	2	3	4
Issue Purpose	DRAFT	FINAL			
Date	3/17/2021	4/2/2021			
By	AC	AC			
Checked	JB	JB			
Approved	JB	JB			

Prepared for:
The City of Pittsburg

Prepared by:

moffatt & nichol



2185 North California Blvd, Suite 500
Walnut Creek, CA 94596
April 2, 2021

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1. EXECUTIVE SUMMARY

This report presents the findings from a below deck and above deck structural investigation of the NRG Dock (the wharf) conducted February 9-11 & 16, 2021. The purpose of the investigation is to document structural deficiencies and make conceptual repair recommendations. Results from the investigation are included in the Figures in Appendix B. Repair recommendations have an associated cost estimate. Also included in this report is a concept level layout and cost estimate for demolition of existing facility and replacement with a similar sized facility.

The condition assessment finds that the wharf is generally in fair to poor condition. The investigation identified damage to the wharf that is typical of wharves this age.

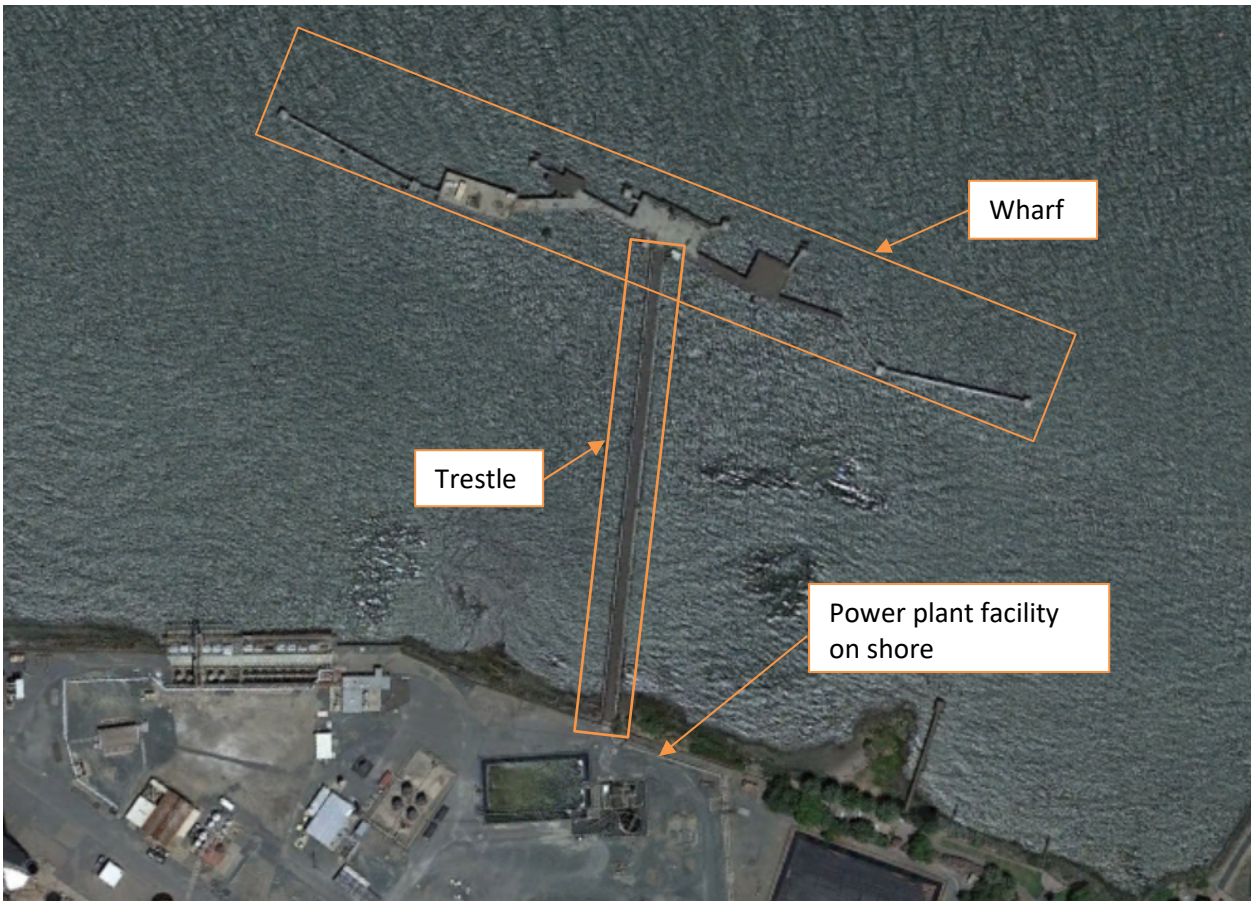

Figure 1. NRG Dock (Google Earth)

2. INTRODUCTION

The NRG Dock is a wharf composed of timber, concrete, and steel that is located in Pittsburg, CA on the NRG Pittsburg Generation Station property. The wharf is in the Sacramento/San Joaquin Delta south of Suisan Bay near New York Point. The wharf was originally constructed in the 1950s with significant expansion in the 1970s. The key function of the wharf was as a marine oil terminal that berths vessels and facilitates the transfer of unrefined and partially refined crude oil between the vessels and the power generating plant located on shore. Due to its function of transferring oil between vessels and the shore, there are large pipelines on the trestle from the shore to the wharf.

Since its construction, the powerplant facility and wharf has been owned and operated by different energy generating companies including PG&E and NRG Energy. The NRG Pittsburg Generation Station was permanently closed in 2013 when the company opened the Marsh Landing NRG power station. The wharf has not been in operation since. Maintenance personnel still maintain parts of the wharf.

The wharf has different vessel berthing locations. The outside face of the wharf can berth ships and barges and the inside of the wharf has a barge berthing location (Figure 2). Dredging has been undertaken in this area in the past. Dredging is necessary to provide deep enough water for vessels to safely travel to and breast on the wharf.

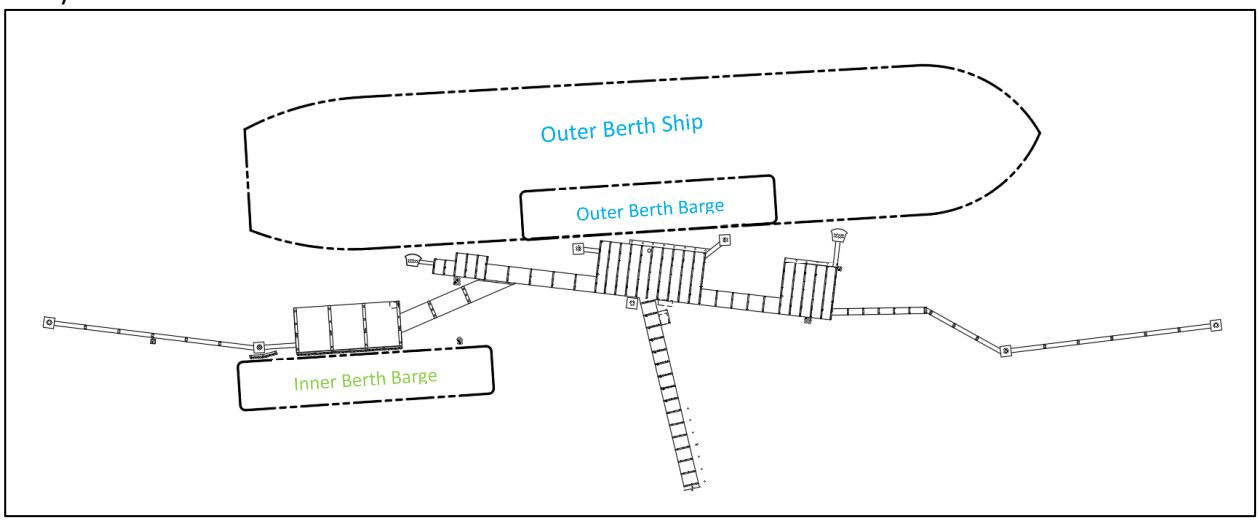

Figure 2. Vessel Berthing Locations

There has been no as-built (record) plans or design calculations located. One report has been provided by the City of Pittsburg (Reference 2) but this does not provide as-built information. The sketches of the structure in this report are based on field measurements taken during the inspections. The drawings are meant to record the locations of damage found during the investigation and are not to be used for other purposes. See Figure 4 for a wharf layout identifying the various structures discussed in this report. See Appendix B for the bent and pile numbering that is associated with the facility description and condition assessment sections of the report.

3. FACILITY DESCRIPTION

The overall wharf is 1100-feet long, connected to land by a 630-foot trestle. The wharf is aligned in approximately east – west direction while the trestle is aligned in approximately north-south direction. The wharf has an inner berth for barges and an outer berth for both barges and ships. The inner berth is located inboard (towards land) on the southwest part of the wharf. The outer berth is located outboard (towards the shipping channel) on the north face of the wharf. For this report, refer to Figure 3 for the grouping of structures in the wharf namely: Trestle, Inner Berth, Outer Berth, and Catwalks. Figure 4 shows in plan the location of features for the wharf. The following subsections and condition assessment are organized based on the grouping of structures.

The timber wharf was originally constructed in the 1950s. In the 1970s, the wharf's length was extended, reinforced concrete dolphins, the inner berth loading platform and catwalks were added.

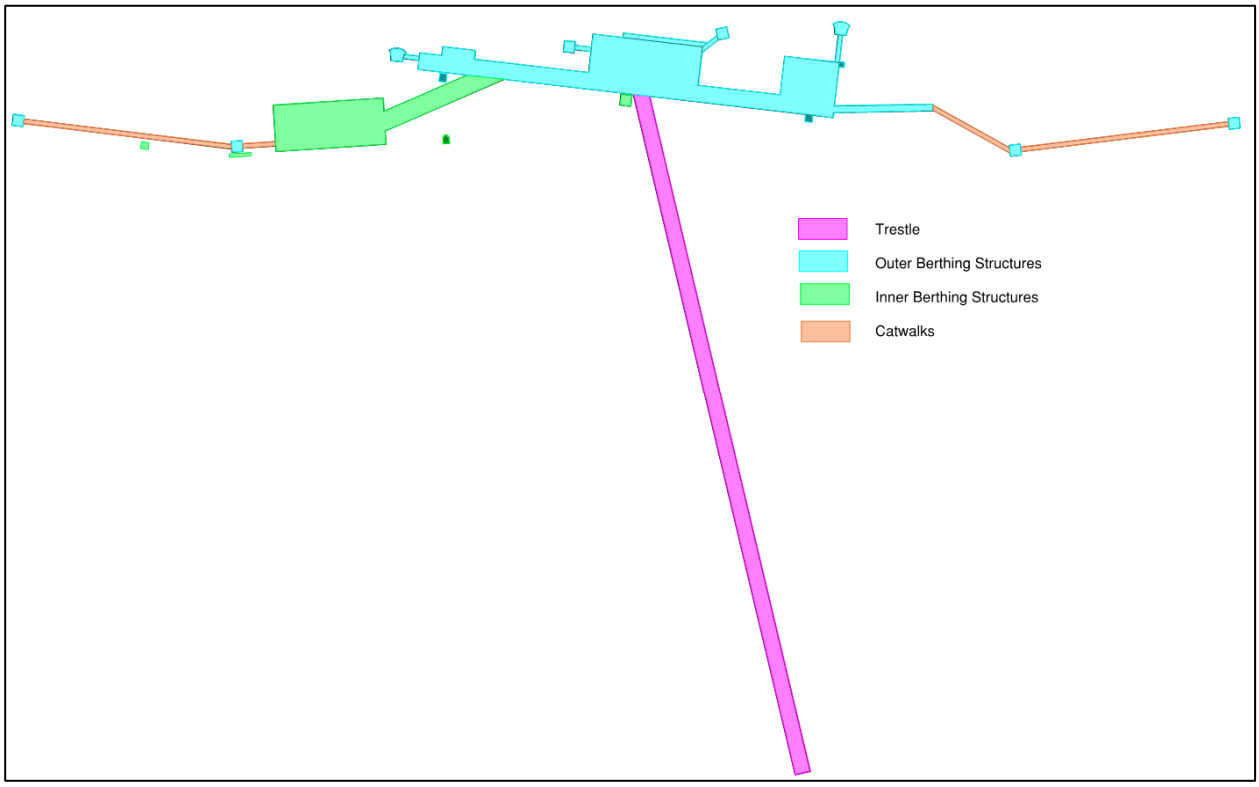

Figure 3. General Grouping of Structures

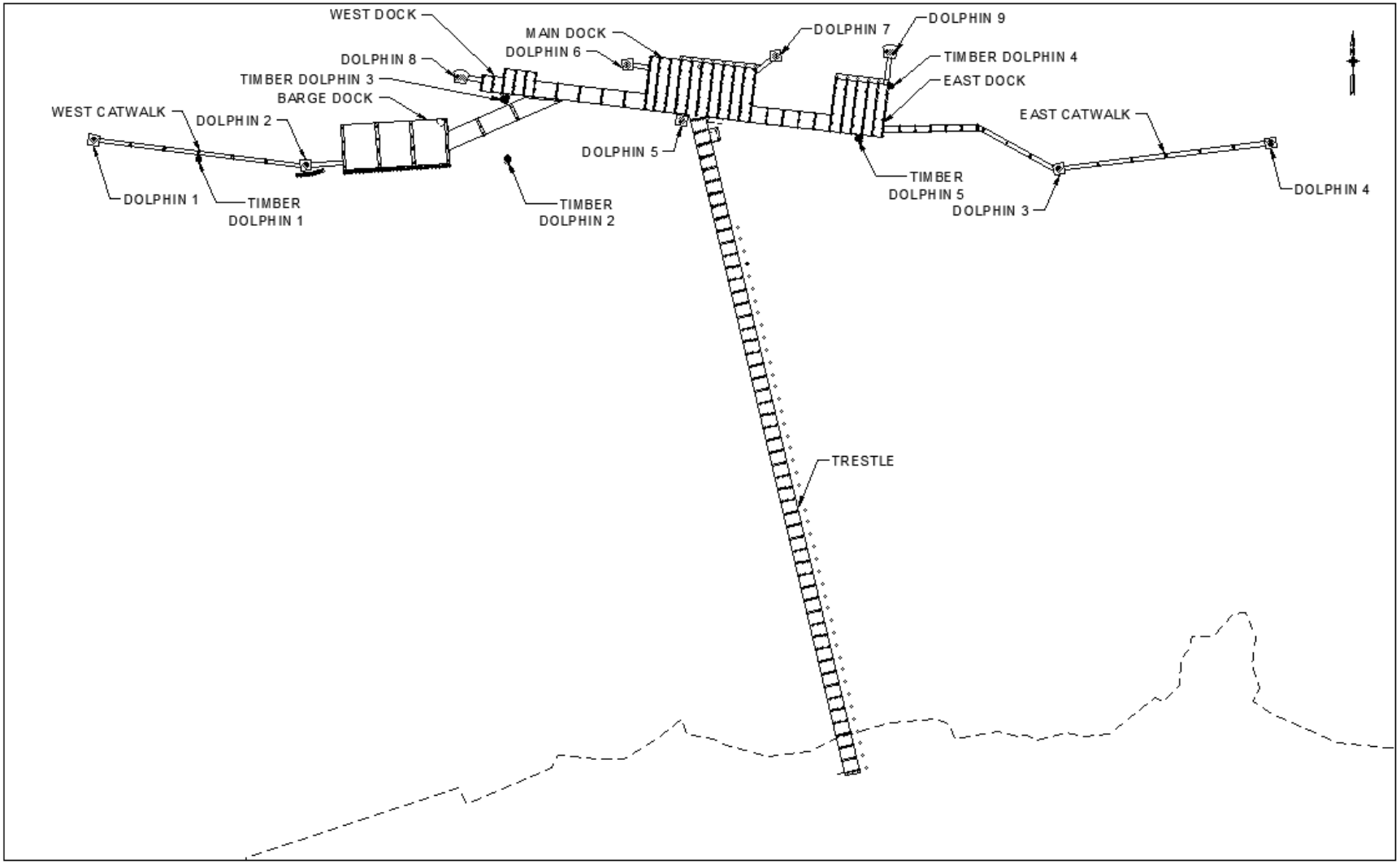

Figure 4. Wharf Plan

3.1 Trestle

The trestle is a 630-foot timber framed structure perpendicular to shore (in the north-south direction) providing a 10-foot-wide roadway and a pipe way to the wharf. The structural elements are typical of those found in older marine terminal trestles.

Figure 5. Trestle – photo was taken looking North (from the west side)

The trestle is supported at the landside end with a concrete abutment and consists of 54 framed rows of piles (bents) that extend into Suisun Bay. Along the trestle, the roadway is typically 10-feet wide with a pipe way alongside the roadway. The pipe on the east side of the trestle is supported by one additional pile and framing elements from the abutment through bent 45.

The timber piles are 12 to 14-inch in butt diameter and are creosote treated. Piles are assumed to be attached to the pile cap with a drift pin. Batter piles are bolted at the top to adjacent vertical piles. The bents, made up of piles and timber beams (pile caps), are oriented transversely to the direction of the trestle and are spaced at approximately 12-feet. The pile caps are 12x12 solid timber members. The caps support 6x12 stringers typically spaced at 24 to 36-inches and the 4x12 timber decking. Cross braces run in the east-west direction between piles Bent Piles A and C. Knee braces run in the east-west direction between piles C and D. There is timber guardrails along each side of the trestle with timber curbs (8x12) at the bottom of the guardrails. See Figure 6 for the typical section of the trestle.

Bents 1 to 45 have four piles supporting each bent. Three of these piles are located under the pile cap and the fourth pile supports the eastern pipe way. Bents 46 to 54 have 4 to 6 piles supporting the pile cap. Bents 47 to 53 have an additional batter pile. A firewall is located at bents 25 and 51. There is no other fire protection (i.e., sprinkler system) on the trestle.

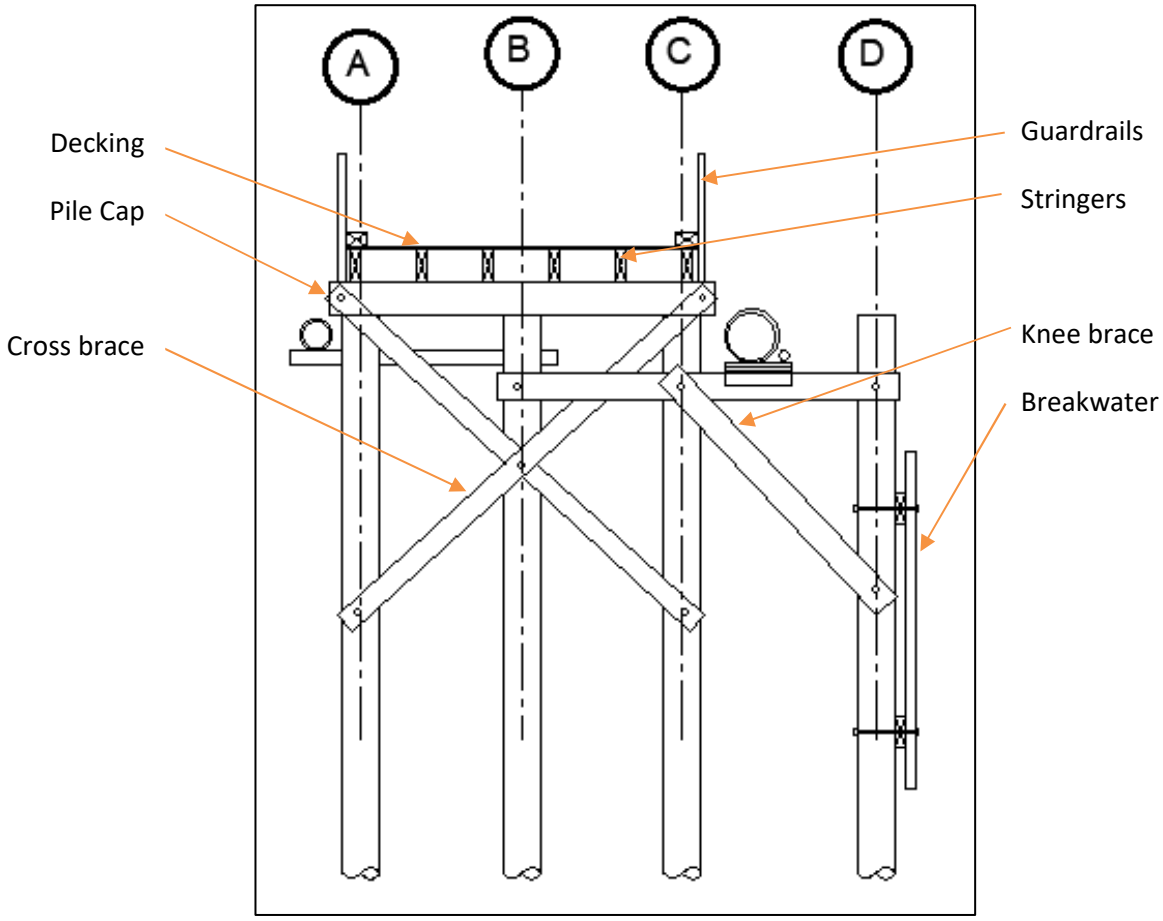

Figure 6. Typical Trestle Bent Section

A breakwater was installed on the east side of the trestle. The breakwater consists of two horizontal timber members framed to adjacent piles. Vertical boards are then framed into the horizontal members, see Figure 7.

Figure 7. Trestle Breakwater (photo taken looking West)

At the north end of the trestle, two additional piles along with the trestle piles and framing support a platform. On this platform is a dock house and a concrete slab, see Figure 8.

Figure 8. Dock house at the north end of the trestle (photo taken from east side of trestle)

3.2 Inner Berthing Structures

The inner berthing structures serve the purpose of allowing a barge to berth on the inboard side (towards land) of the wharf. The inner berthing structures consist of the Barge Dock, the bridge from Main Dock to Barge Dock, Dolphin 2 Fender, Dolphin 5, and Timber Dolphins 1 and 2.

3.2.1 Barge Dock

The Barge Dock is a 40x100-foot concrete framed structure running parallel to the shore (in the approximate east-west direction). The Barge Dock has a fender system on the south side allowing barges to berth on the inside of the wharf. The platform is used for loading and unloading of barges.

The Barge Dock is supported by 4 rows of piles (bents) that run in the north-south direction (T6-T9). The piles are 16-inch square prestressed concrete piles. They support 30-inch square pile caps and precast ribbed deck with cast-in-place topping slab deck. On top of the slab there are concrete curbs that run along the entire perimeter of the dock. A guardrail is located on the north, east, and west sides of the dock. See Figure 9 for a typical section of the Barge Dock. On the northeast corner of the dock there is dock house with approximate dimensions 5-ft by 8-ft.

The fender system is located on the south side of the dock. The structure consists of seven – 16-inch square concrete piles topped with a steel wide-flange (W18) waler. Rubber fender elements are located at 6-ft on center between the pile cap and the steel waler. Timber fender piles are on the south side of the W18 waler and provided with chocking between timber piles, see Figure 10.

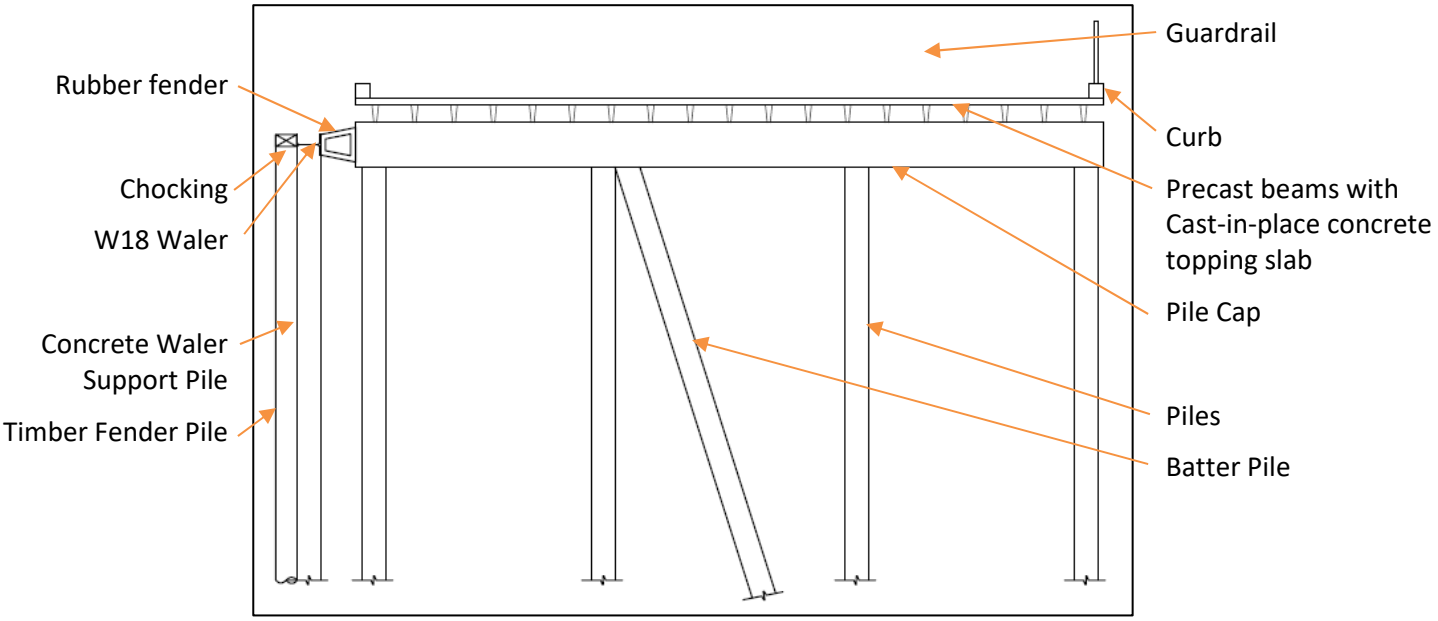

Figure 9. Barge Dock Typical Section

Figure 10. Barge Dock Fender (photo taken looking west)

3.2.2 Main Dock to Barge Dock Bridge

The bridge connecting the Barge Dock to the rest of the wharf is a concrete structure. The structure is supported by three rows of piles (T10, T11, and T12) and the easternmost bent of the Barge Dock (T9). The piles are 16-inch square precast prestressed piles. They support 30-inch square pile caps and ribbed precast concrete beams with cast-in-place slab. On top of the slab there are concrete curbs along the edges of the structure. A guardrail is located on both sides of the structure.

Figure 11. Structure between Main Dock and Barge Dock (photo taken looking East)

3.2.3 Dolphin 2 Fender

Dolphin 2 Fender is located on the south side of Dolphin 2. The structure is similar to the Barge Dock fender system. It consists of three – 16-inch square concrete piles topped with a W18 steel walers. Rubber fender elements are located at 6-ft on center between the Dolphin 2's concrete cap and the steel waler. Timber fender piles are on the south side of the W18 with chocking between timber piles. See Figure 12 for Dolphin 2 fender system.

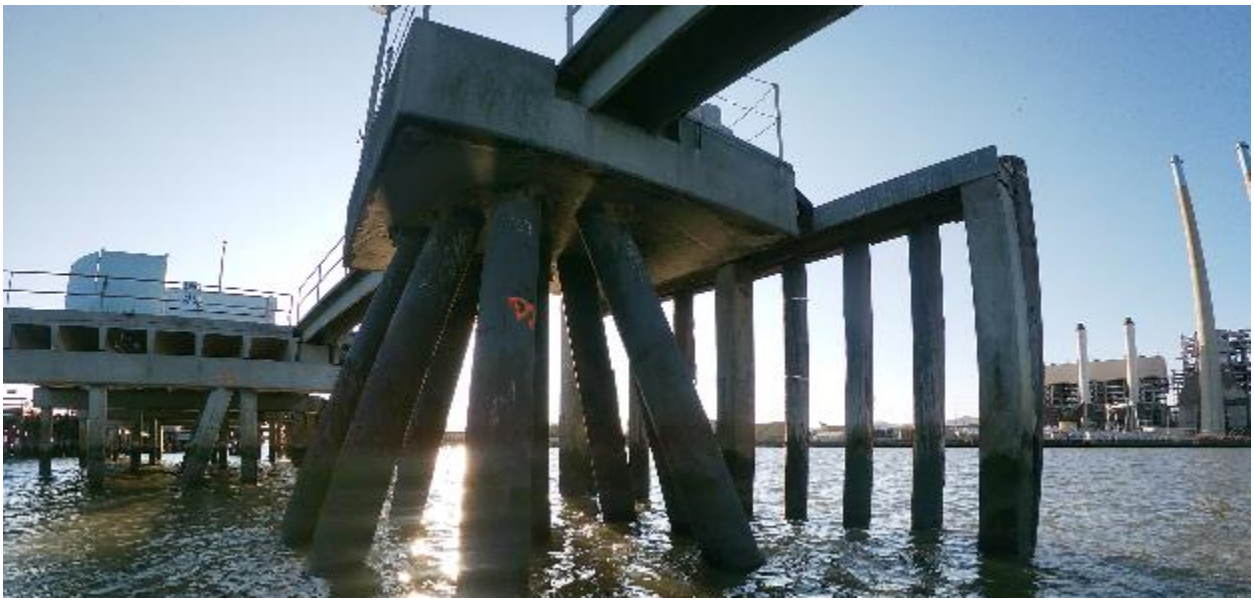

Figure 12. Dolphin 2 Fender System (photo taken looking East)

3.2.4 Dolphin 5

Dolphin 5, like the other steel/concrete dolphins, is comprised of 16-inch diameter steel pipe piles and a concrete cap. Dolphin 5 has 6 steel piles and a 10x10x3-foot cap. Dolphin 5 has a single mooring hook on

top of the cap for mooring vessels at the inner berth.

3.2.5 Timber Dolphins 1 & 2

The timber dolphins consist of creosote-treated piles held together by blocking with bolting that runs through the piles and cable wire wrap around the piles. A bollard is on top of the timber dolphins for mooring barges at the inner berth. See Figure 13 for the different elements of the timber dolphins.

Figure 13. Timber Dolphin 1 Elements (photo taken looking West)

3.3 Outer Berthing Structures

The outer berthing structures serve the purpose of allowing a barge or ship to berth on the outboard side (away from land) of the wharf. The outer berthing structures consist of Dolphins 1, 2, 3, 4, 6, 7, 8, and 9, Timber Dolphins 3, 4, and 5, the Main Dock, bridge between the Main Dock and West Dock, West Dock, bridge between Main Dock and East Dock, East Dock, and bridge between East Dock and East Catwalk.

3.3.1 Dolphins 1, 2, 3, 4, 6, 7, 8, and 9

The dolphins are comprised of 16-inch diameter steel piles and a concrete cap. Each dolphin varies in number of piles and size of the pile cap. The function of the dolphins varies as well. Dolphins 1, 2, 3, and 4 are mooring dolphins. Mooring lines from the berthing vessel are attached to these dolphins via the mooring hooks. Dolphin 6 and 7 are barge / ship berthing dolphins; they are the two inner dolphins on the fender line with lower fender panels supported by a steel frame. Dolphins 8 and 9 are ship berthing dolphins; they are the two outer dolphins in the fender line with higher 6-foot diameter cell type fender panels. Dolphins 8 and 9 do not have a square/rectangular shape like the other dolphins, the value recorded was the maximum length and width. The function, size of pile cap, number of steel piles, and description of berthing materials (bollards, mooring hooks, and fender panels) is summarized in

Table 1.

Figure 14. Top of Dolphin 1 (left photo) and top of Dolphin 8 (right photo)

Table 1. Summary of Dolphins in Outer Berthing Structure

Dolphin	Function	Pile Cap Size	No. of Piles	Berthing/Mooring Materials
1	Mooring	12x12x3-foot	8	Triple mooring hook
2	Mooring	12x13.5x3-foot	9	2 bollards and double mooring hook
3	Mooring	12x12x3-foot	9	Double mooring hook
4	Mooring	12x12x3-foot	8	Mooring hook
6	Barge Berthing	11x13x3-foot	6	Lower fender panels, single mooring hook
7	Barge Berthing	11x13x3-foot	7	Lower fender panels, single mooring hook
8	Ship Berthing	10x12.5x7-foot	10	Higher cell fender panels, single bollard
9	Ship Berthing	10x12.5x7-foot	10	Higher cell fender panels, single bollard

3.3.2 Timber Dolphins 3, 4, and 5

The outer berthing timber dolphins, Timber Dolphins 3, 4, and 5, are similar in composition to the inner berthing timber dolphins. However, Timber Dolphins 4 and 5 do not have bollards on top like the other timber dolphins.

3.3.3 Main Dock

The Main Dock is 50x100-foot timber framed structure parallel to the shore. The Main Dock functions to load and unload barges and ships at the Outer Berth. On the north side of the structure, a hose mast is framed into the substructure, see Figure 15. On top of the timber decking there is a concrete containment slab that covers approximately 95% of the deck area in case of spills.

Figure 15. 27" Diameter Steel Mast Pile (photo taken looking East)

The Main Dock is supported by 11 bents that run in the north-south direction. The bents are spaced at 10-feet on center and comprised of 7 vertical piles and 2 batter piles. The timber members (piles, pile caps, stringers, and decking) are the same as those used in the trestle. There is cross bracing between the piles in the north-south direction and in the east-west direction. Lateral bracing extends horizontally at MLLW (Mean Lower Low Water) line. The connection between the vertical piles and batter piles differs from the connection seen in the trestle and is the same as the connection seen in the East Dock and West Dock (see Figure 20 for West Dock connection).

There are timber fender piles from Bents T27-T34, spaced at 10-feet. The fender piles are attached to the Main Dock by a spring system, see Figure 16.

Figure 16. Main Dock Fender System (photo taken looking East)

On the south edge of the dock, there is a guardrail and curb. On the north end side of the dock, there is a curb inside of which is a removable railing system (Figure 17).

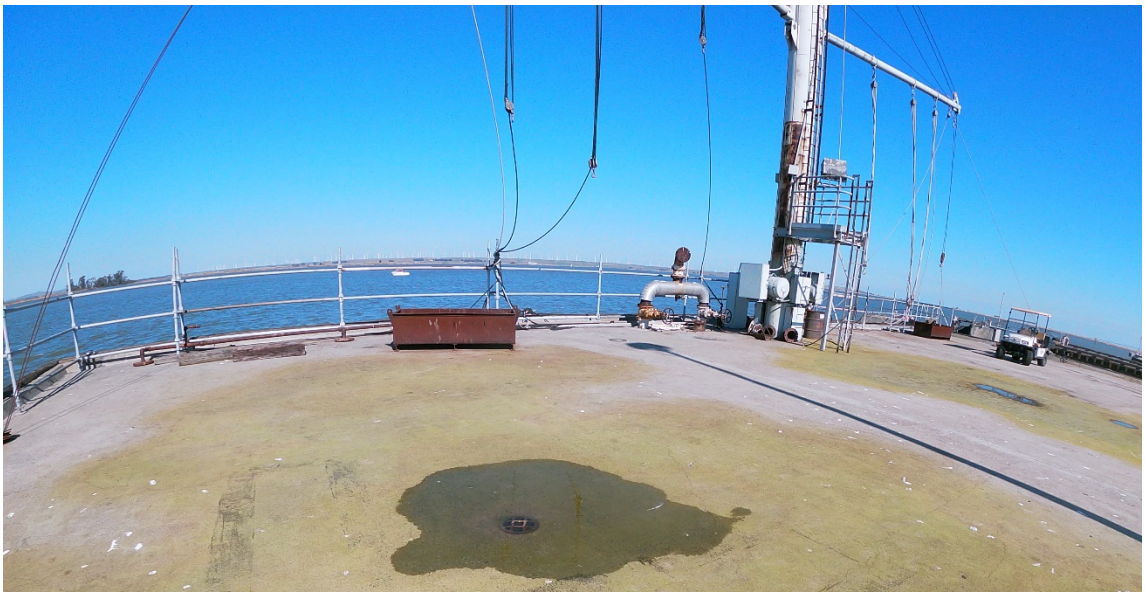

Figure 17. Removable railing on north side of Main Dock (photo taken looking North)

The Main Dock has 4 timber pile segments framed into the top of the decking and ending around MLLW line, see Figure 18. These pile segments are located adjacent to piles T24-A, T24-F, T34-A, and T34-F. It is assumed that these piles used to extend further out of the deck and functioned as bollards.

Figure 18. Pile Segments at Pile T24-A (left photo) and T34-A (right photo)

3.3.4 Main Dock to West Dock Bridge

The bridge connecting the Main Dock and West Dock is a 78-foot-long, 14-foot-wide, timber framed structure that runs parallel to the shore. This structure functions as a 10-foot roadway with a walkway

on the south side of the roadway. It is supported by 4 bents that run in the north-south direction. Bents are spaced at 16-feet on center and comprised of 4 piles. The timber members used in this structure are similar to those used in the trestle. There is cross bracing between the piles in the north-south direction. See Figure 19 for a typical section of this structure.

On top of the timber decking there is a concrete containment slab that covers 95% of the decking in case of spills. There is a curb and guardrail on the south side of the walkway and only a curb on the north side of the walkway.

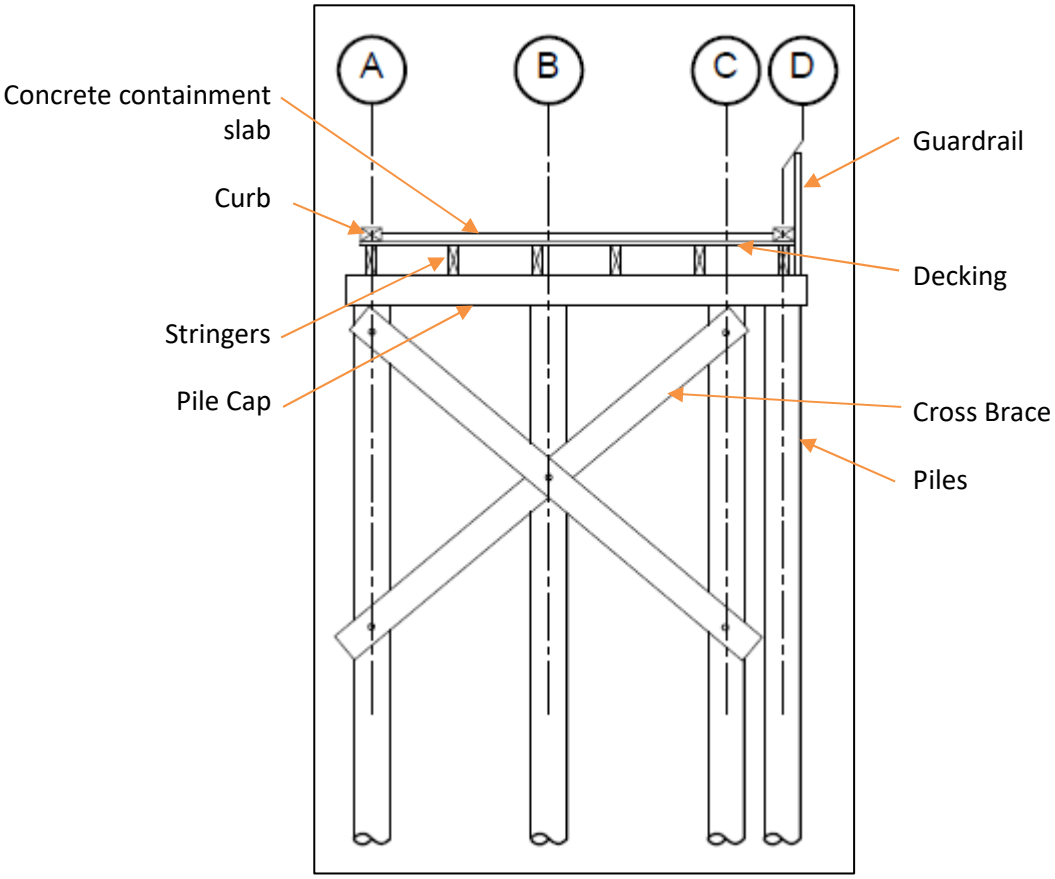

Figure 19. Typical bridge section between Main Dock and West Dock

3.3.5 West Dock

The West Dock is an asymmetrical shaped timber structure that runs parallel with the shore. The structure is 50-feet long and varies in width from 18 to 26-feet. The dock is supported by 6 bents that run in the north-south direction. Bents are spaced at 10-feet on center and comprised of 3 to 4 vertical piles (depending on location; bents T13 and T14 have 3 piles while bents T15 to T18 have 4 piles) and 1 batter pile. The timber members (piles, pile caps, stringers, and decking) are the same as those used in the trestle. There is cross bracing between the piles in the north-south direction. Lateral bracing extends horizontally at MLLW line. The connection between the vertical piles and batter piles differs from the connection in the trestle, see Figure 20 .

Figure 20. Batter pile connection, West Dock (photo taken looking East)

The West Dock has 2 timber pile segments framed into the top of the decking and ending around MLLW line, similar to the Main Dock. These pile segments are located adjacent to piles T13-A and T18-B. Railing is located on the south side of the West Dock.

3.3.6 Main Dock to East Dock Bridge

The bridge connecting the Main Dock and East Dock is a 75-foot-long timber framed structure that runs parallel to the shore. This structure functions as a 14-foot roadway. It is supported by 4 bents (T35 to T38) that run in the north-south direction and the end bents of the Main Dock (T34) and the East Dock (T39). Bents are spaced at 15-feet on center and comprised of 3 piles. The timber members used in this structure are of the same type and size as those in the trestle. There is a curb and guardrail on the south side of the structure and only a curb on the north side. See Figure 21 for typical section of this structure.

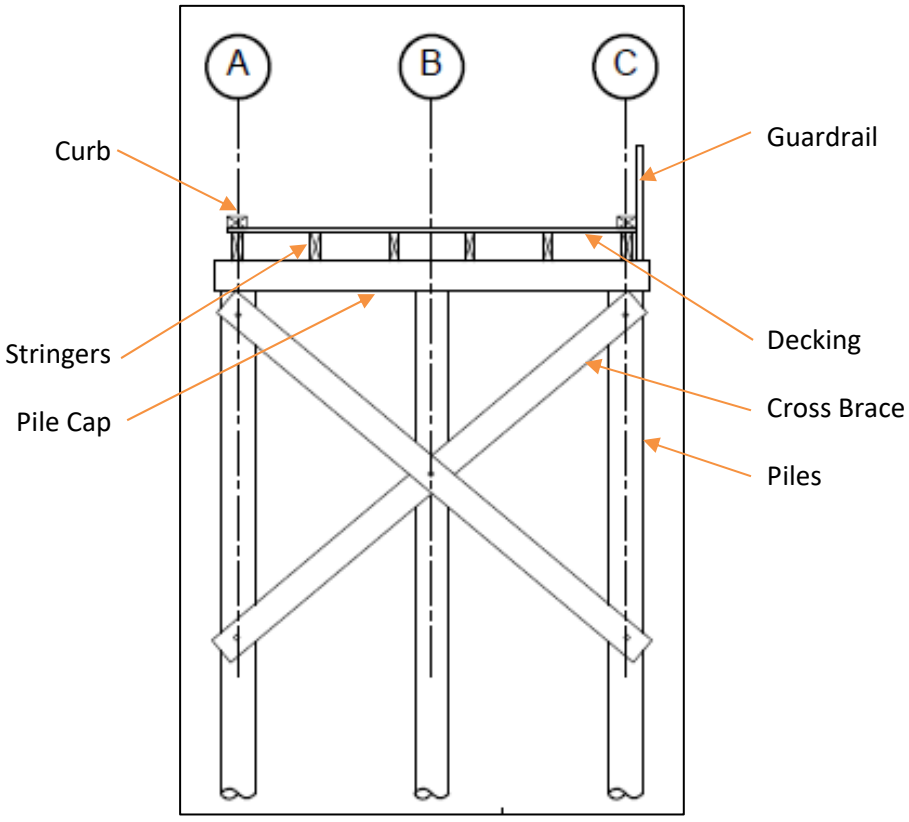

Figure 21. Typical bridge between Main Dock and East Dock

3.3.7 East Dock

The East Dock is a 50x50-foot timber framed structure. The dock is supported by 6 rows of piles (bents T39 to T44) running in the north-south direction. Bents are spaced at 10-feet on center and comprised of 7 vertical piles and 2 batter piles. The timber members (piles, pile caps, stringers, and decking) are the same as those in the trestle. There is cross bracing between the piles in the north-south direction and east-west direction in the middle of the dock. Lateral bracing extends horizontally at MLLW line along the piles in a bent (north-south direction) and in the east-west direction connecting to piles along the middle of the dock. See Figure 22 for the bracing used in the East Dock.

Figure 22. East Dock, Between Bents T40 and T41 (photo taken looking South)

The East Dock has 2 timber pile segments framed into the top of the decking and ending around MLLW line, similar to the Main Dock and West Dock. These pile segments are located adjacent to piles T39-A, T39-F, T44-A, and T44-F. There are timber fender piles along the entire north face of the dock spaced at 10-feet. The fender piles are attached to the East Dock by an energy absorbing spring waler system. On the south edge of the dock, there is a guardrail and curb. On the north end side of the dock, there is only a curb.

3.3.8 East Dock to East Catwalk Bridge

The bridge between the East Dock and East Catwalk is a 90-foot long, 5-foot wide, timber framed

structure that runs parallel to the shore. This structure is supported by 6 bents and the westernmost bent of the East Dock (T44). Bents are spaced at 15-feet and comprised of 2 piles. There is cross bracing and lateral bracing between the piles. The timber members used in this structure are the same as in the trestle. There is a curb and guardrail on the south side of the walkway and only a curb on the north side of the walkway. See Figure 23 for typical section of this walkway.

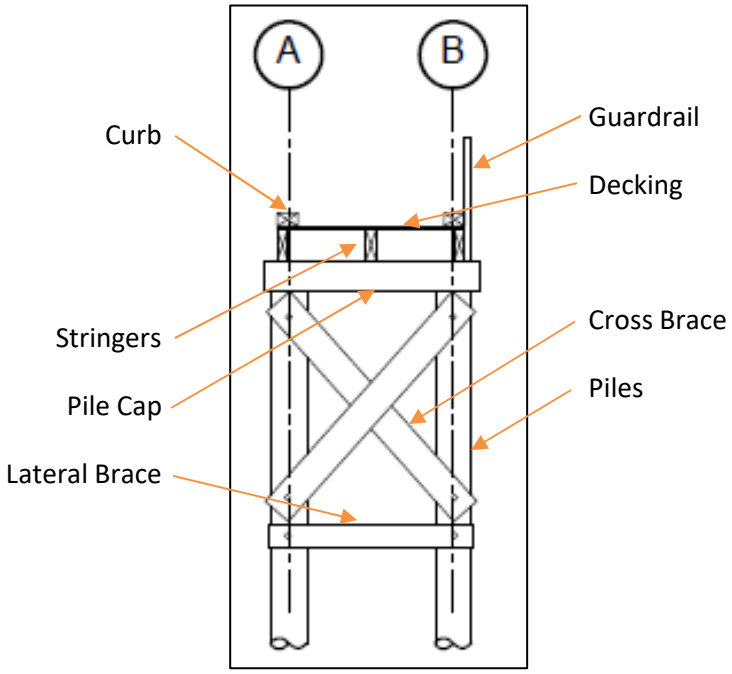

Figure 23. Typical bridge between East Dock and East Catwalk

3.4 Catwalks

The catwalks provide a walkway to the mooring dolphins. The East Catwalk provides access to Mooring Dolphins 1 and 2. The East Catwalk is supported by Dolphin 1, Dolphin 2, and eight 2-pile bents.

The West Catwalk provides access to Mooring Dolphins 3 and 4. The West Catwalk is supported by Dolphin 3, Dolphin 4 and eight 2-pile bents. The catwalk section between the timber walkway and Dolphin 3 turns southeast causing bents T51, T52 and T53 to be oriented in the northwest-southeast direction. Bents T54 to T58 are oriented in the north-south direction.

Each catwalk bent is comprised of two 16-inch square batter piles supporting a 24-inch square pile cap. A precast prestressed concrete double tee with a cast-in-place topping slab spans between the bents and/or dolphin supports. Each span is simply supported where the supports are steel plates. The catwalks provide a walkway that is 3-feet wide with guardrails on both sides (out-to-out width of catwalks in 4-feet). The guardrails are 42-inches tall. A typical catwalk section is shown on Figure 24 .

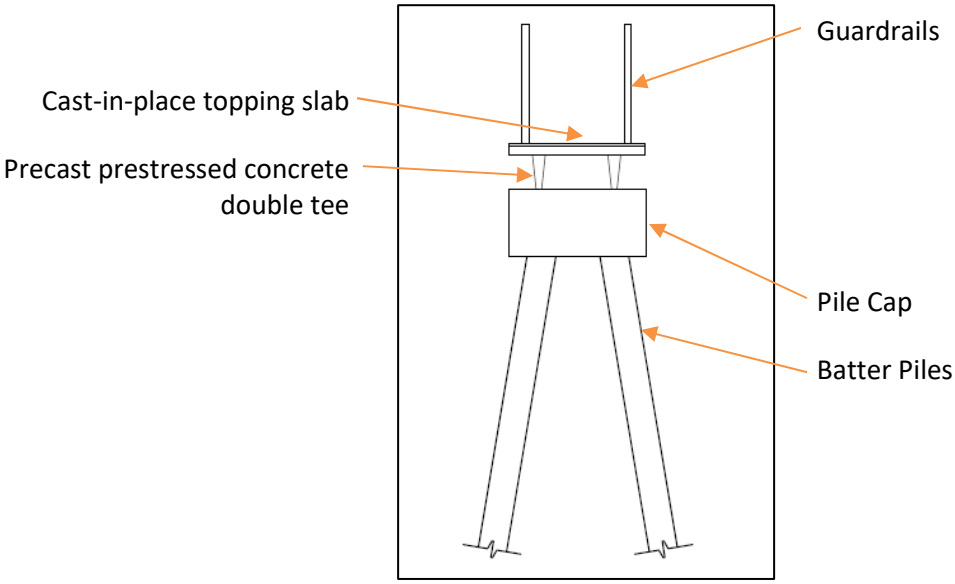

Figure 24. Catwalk Typical Section

4. BASIS FOR STRUCTURE EVALUATION

The following section describes the criteria used to evaluate the condition of structural components. The rating system follows California Building Code (CBC) 2019 Chapter 31F (Reference 3). This portion of the CBC is based on marine oil terminal engineering maintenance standards described in "MOTEMS Audit Manual" (MOTEMS) by the California State Lands Commission Marine Environmental Protection Division dated May 5, 2017 (Reference 3).

4.1 MOTEMS Ratings of Structures

The severity rating system for various materials is outlined in MOTEMS Section 3102F. MOTEMS subsection "Component Evaluations" outlines how the defect severity rating system should be applied for steel, reinforced concrete, prestressed concrete, and timber elements. Each element is given a defect severity rating of not inspected, no defects, minor, moderate, major, and severe. The criteria for timber, steel, reinforced concrete, and prestressed defect severity ratings are presented in Figure 25, Figure 26, Figure 27, and Figure 28, respectively.

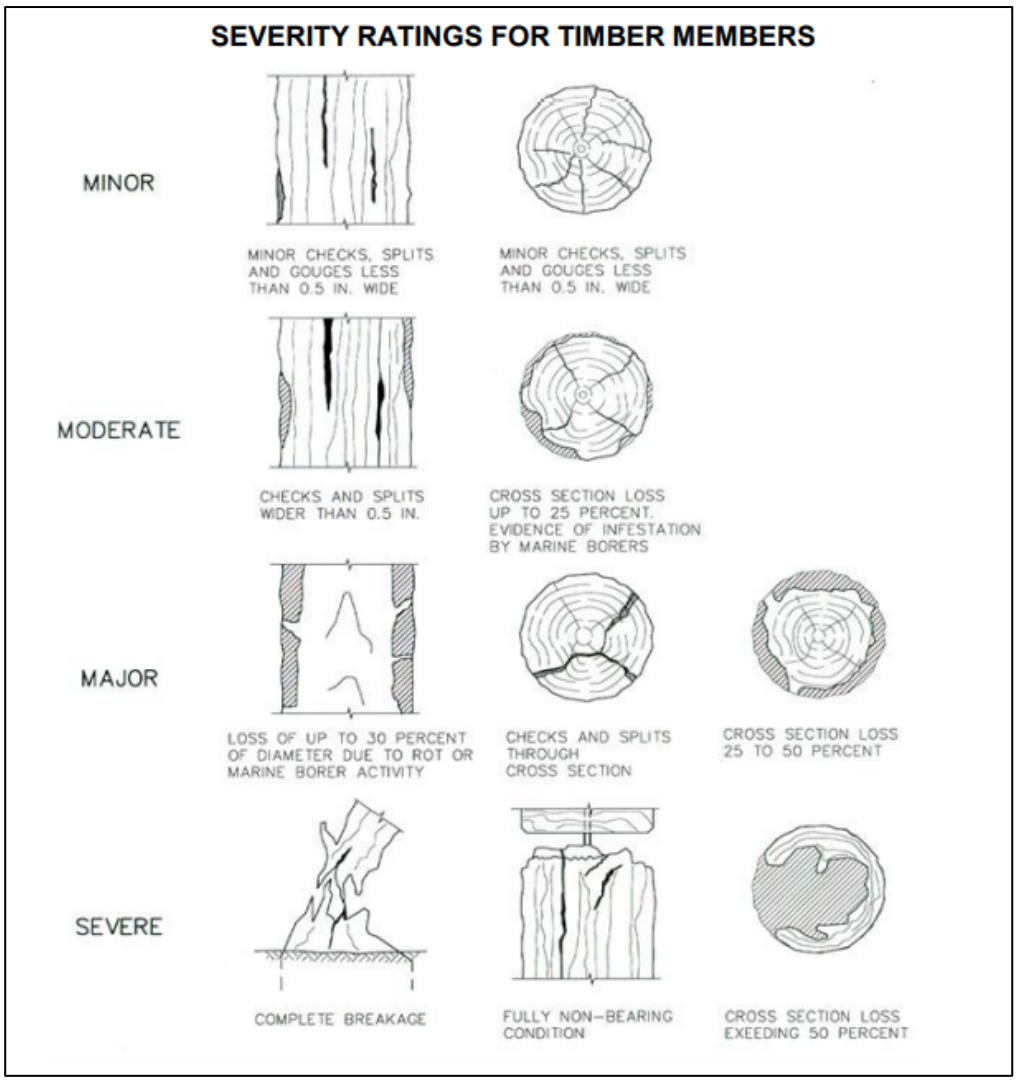

Figure 25. Severity Damage Rating for Timber Members (MOTEMS Audit Manual)

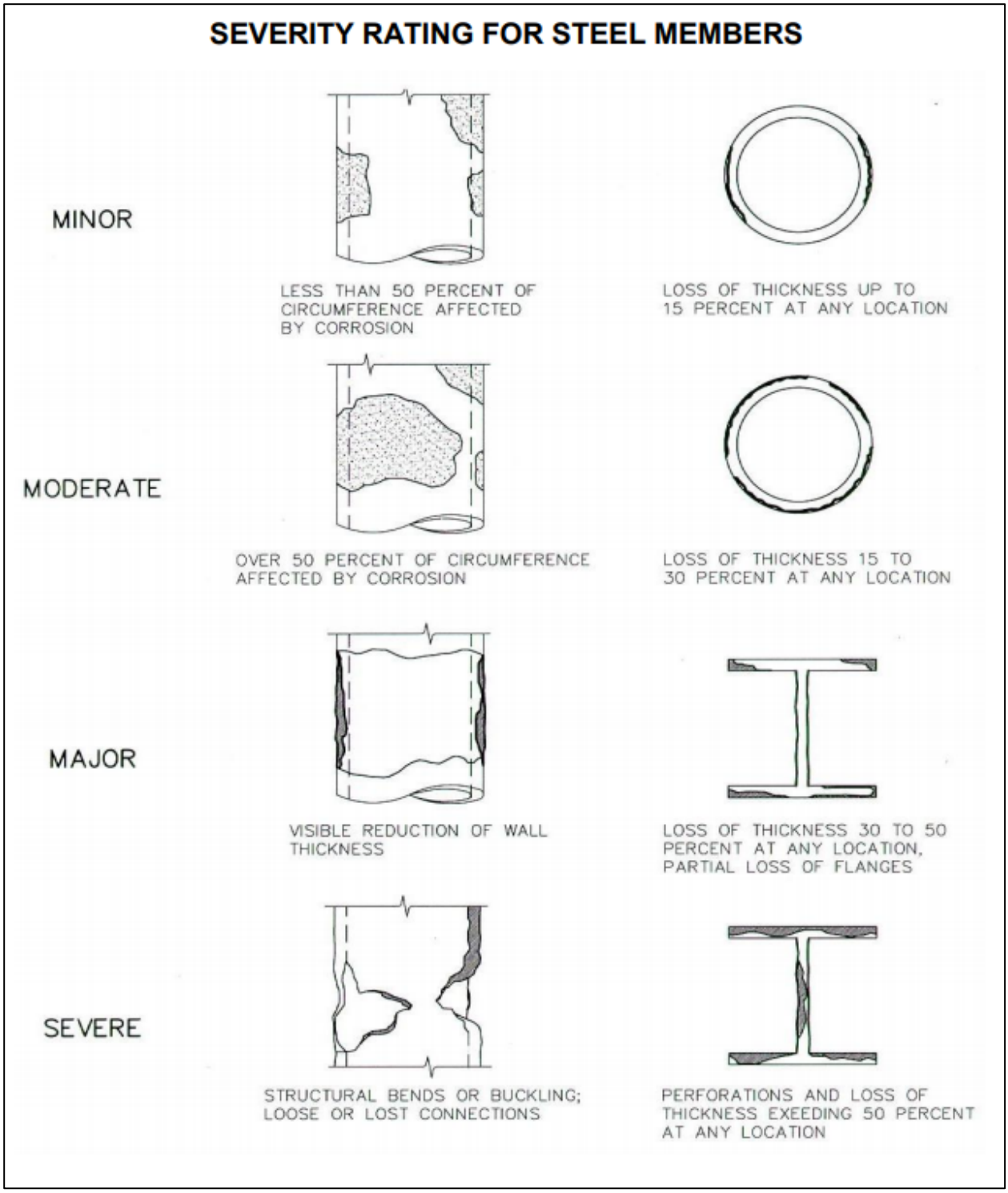

Figure 26. Severity Damage Rating for Steel Members (MOTEMS Audit Manual)

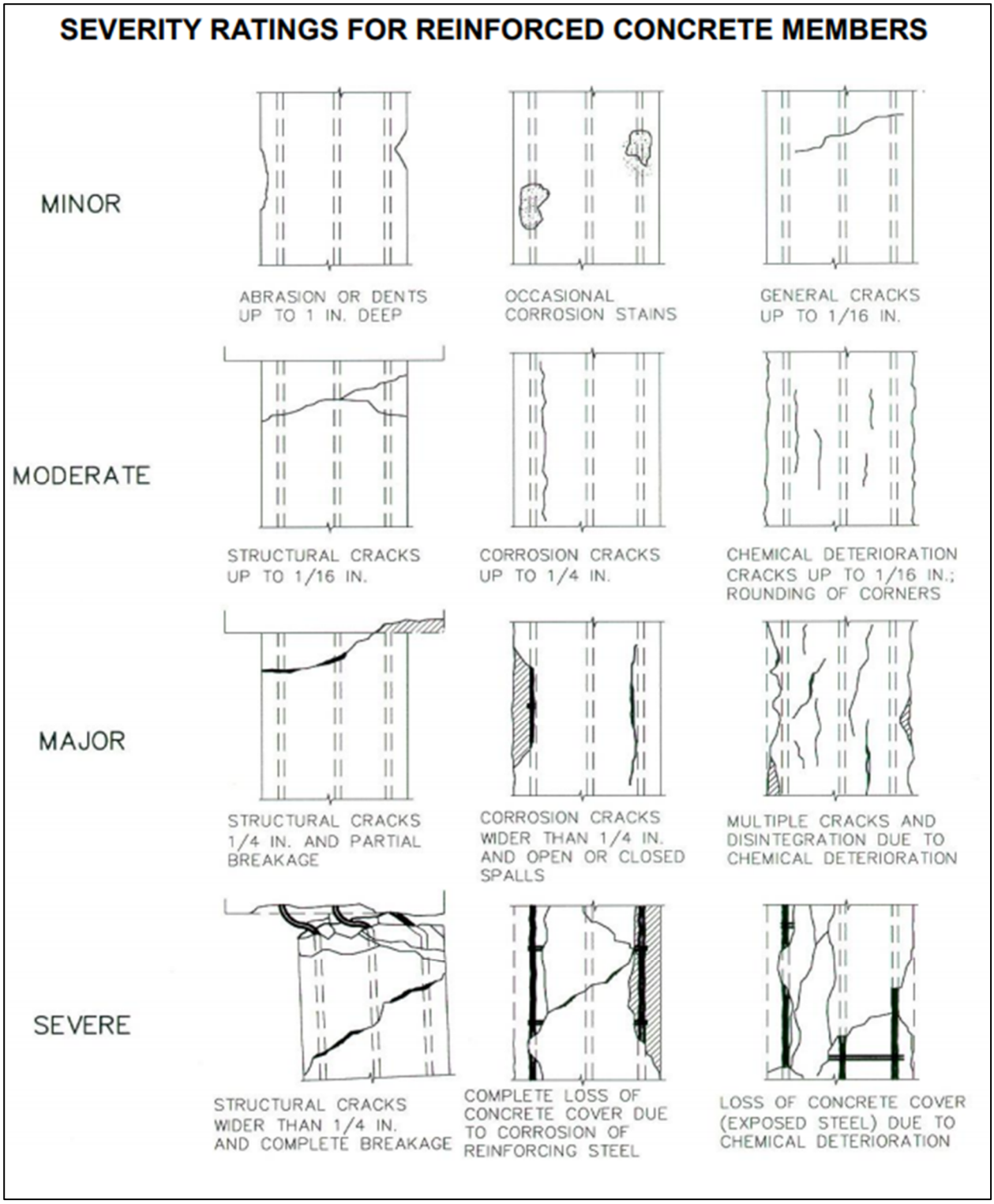

Figure 27. Severity Damage Ratings for Reinforced Concrete Members (MOTEMS Audit Manual)

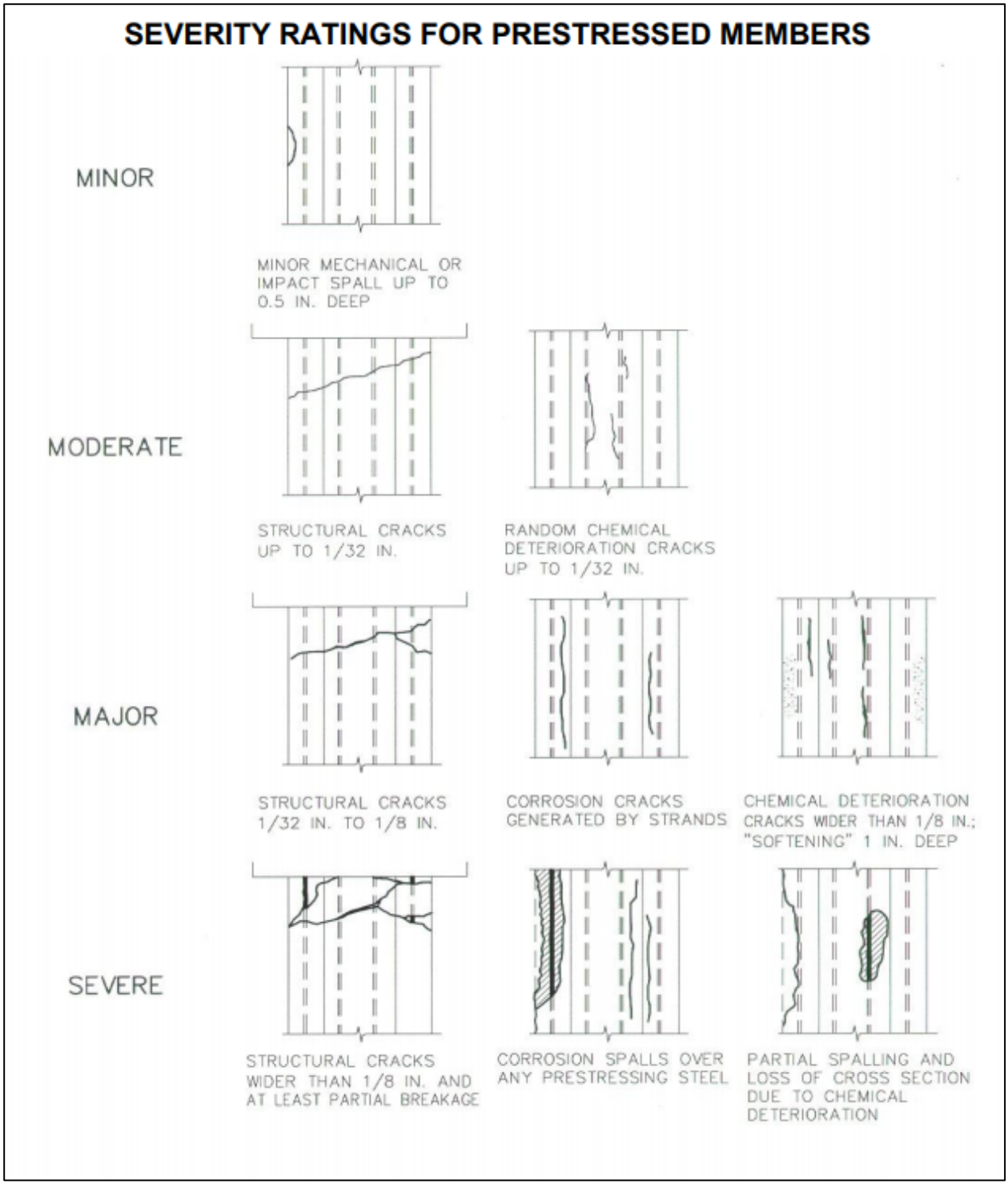

Figure 28. Severity Damage Rating for Prestressed Concrete Members (MOTEMS Audit Manual)

5. INVESTIGATION METHODOLOGY

The inspection was performed on February 9th through 11th and the 16th, 2021. M&N Engineers, Jim Brady, S.E. and Ally Canepa, conducted the inspection. The inspection was divided into two parts:

1. A below deck visual inspection was performed from a boat, and concentrated on the conditions of the fender piles, piles, bent caps, stringers, and bracing, as observed from underneath the wharf and dolphins. This was performed at low tides to view as much of the piles as possible. During the below deck inspection approximate water depths were measured using a weighted measuring tape at different locations around the dock.
2. An above deck visual inspection was performed by walking the topside of the deck to observe the condition of the decking and above-deck structure.

6. CONDITION ASSESSMENT

6.1 Trestle

The trestle is in fair to poor condition. See Table 2 for ratings of the different elements of the trestle and a summary of the damage.

Table 2. Trestle Damage Ratings

Structure	Element	Rating	Damage Description	Reference Figure
Trestle	Piles	Minor to Severe	Majority of piles have minor checks and splits, with some exceptions (piles are broken or have section loss at water line)	Figure 30
	Pile Caps	Minor	No damage noted to pile caps.	
	Stringer	Minor	No damage noted to stringers.	
	Bracing	Moderate/Major or Missing	Section loss and hollowing at ends, missing or hanging from a single bolt	Figure 32
	Decking	Moderate/Major	Worn from vehicle travel, exposed and withdrawing hardware	Figure 35
	Breakwater	Major/Missing	Majority is missing, remaining is at risk of being washed away	Figure 36
	Fire Break	Minor/Missing	Some vertical planks at Bent 25 are missing	

6.1.1 Piles

There were 232 vertical piles counted at the trestle, 12 have severe damage, 7 have major damage, 8 have moderate damage, and 2 were noted as missing (see Figure 29). There were 8 batter piles in the trestle; no damage was noted in these piles. See Appendix B for damage figures that locate damage. Damage includes rot and loss of cross section, necking at water line, and broken piles (Figure 30).

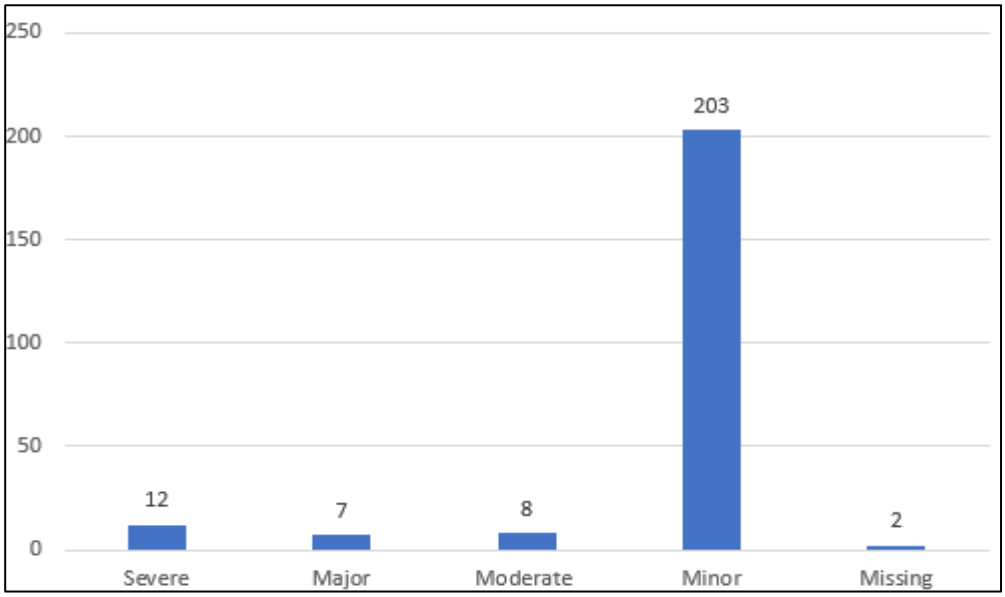

Figure 29. Damage ratings in trestle piles

Figure 30. Necking in piles near shore (left photo) and loss of section in Pile 30-D (right photo)

In some cases where there is a severely damaged pile, a pile has been driven adjacent to the damaged pile with the intention to bear the load of the broken pile (sister pile). Therefore, in these locations the trestle is adequately supported by the sister pile. This is the case in piles 42-D, 47-A, 48-A, 49-A, 50-A, and 51-A. See Figure 31 for the sister pile at bent 42.

Figure 31. Sister Pile at Pile 42-D (photo taken looking West)

6.1.2 Pile Caps and Stringers

A visual inspection of the pile caps and stringers was performed from the water level, therefore, some of the damage might not have been observed due to being not visible from the water level. Some deterioration of the pile caps at the stringer crossings is assumed. Generally, damage to pile caps and stringers was rated minor. It is estimated that 25% of stringers and pile caps would require replacement.

6.1.3 Bracing

A visual inspection of the cross bracing and knee bracing was performed from water level. It was observed that some of the bracing has likely been replaced. This is evidenced by the use of ACZA treated lumber noted on the replaced bracing versus the original creosote treated lumber present in the majority of the structure. Generally, damage to the bracing ranged from moderate to major. In many cases bracing is missing or hanging from a single bolt. See Figure 32 for the newer bracing used in bent 33 and the hanging brace in bent 32. Additionally, the timber members experienced section loss or hollowing at the end of the member from exposure to the marine environment (Figure 33).

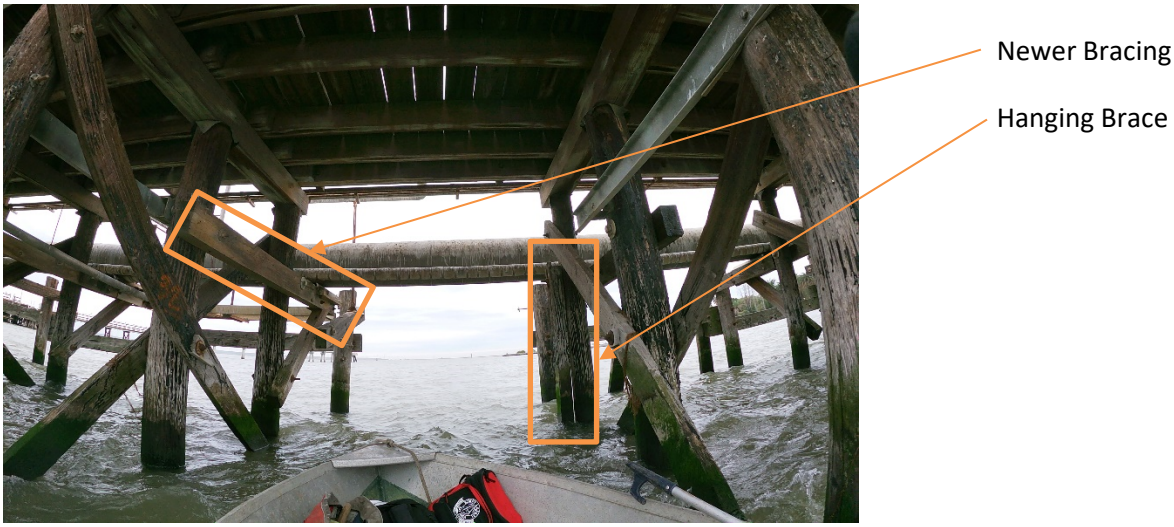

Figure 32. Bent 32 Hanging Brace, Bent 33 Newer Brace (photo taken looking East)

Figure 33. Hollowing of Brace at Bent 43 (photo taken looking West)

6.1.4 Decking

The 4x12 decking was observed from below deck and above deck. The decking damage varied from moderate to major. Major damage is noted on decking between/near Bents 17-18, 24-25, 26, 30, 31-32, 35-36, and 43-44. The deck surface is worn, and some boards are split. This is likely from the combination of age/exposure and vehicle travel. Currently there is a sign posted restricting access only to golf carts, an older sign is posted with a 15 miles per hour speed limit (indicating that this trestle was at some point used for vehicle travel). Some of the hardware connectors between deck boards and stringers are withdrawing and protruding from the surface of the deck.

Figure 34. Signage on trestle (photo taken looking North)

Figure 35. Major Decking Damage at Bent 30 (left photo) and withdrawing hardware (right photo)

6.1.5 Breakwater

Based on framing observed, a timber breakwater existed at one time on the east side of the trestle. The

majority of the breakwater boards are missing. The remaining breakwater is located at Bents 1-10, 26-27, 30-31, and 35-36. The breakwater that remains is in severe condition in Bents 26-27, 30-31, and 35-36 as the members slightly sway under the force of the current indicating that the members may become detached from the bolting in the near future. The breakwater near the shore is in better condition, see Figure 36.

Figure 36. Breakwater intact near shore, Bents 1-10 (photo taken looking West)

When the breakwater was installed bolts were used to connect the horizonal board with the pile at the water line. Since the installation, as much of the breakwater is missing or severely deteriorated, the bolt holes were exposed to the marine environment. The insides of piles are not treated (like the outside of piles) which causes the pile to have section loss around the bolt hole.

6.1.6 Fire Break

The fire break under the trestle is the only fire suppression system used in the entire wharf. The fire break serves the purpose to slow/stop the fire from spreading further down the trestle. The fire break at Bent 25 is missing some of the vertical planks. The fire break at Bent 51 is intact.

Figure 37. Fire Break - Bent 25 (left photo) Bent 51 (right photo)

6.2 Inner Berthing Structures

The inner berthing structures damage rates from minor to severe. See Table 3-Table 6 for damage ratings of the inner berthing structural elements.

6.2.1 Concrete Structures (Barge Dock and Bridge)

The composition and state of the Barge Dock and the Main Dock to Barge Dock bridge are very similar. The ratings of different elements in the concrete structures are summarized in Table 3.

Table 3. Concrete Structures Damage Ratings

Structure	Element	Rating	Damage Description	Reference Figure
Barge Dock	Piles	Minor/Moderate	Scaling on piles, structural crack to top of pile T7-C	Figure 38 Figure 39
	Pile Caps	Minor to Major	Breakage of concrete at the corner of T8 and scaling of T9 from long-term exposure to steam	Figure 40
	Topping Slab	Minor	No damage noted to the topping slab.	
	Deck	Minor/Moderate	Ponding of water, crack in the concrete curb	Figure 42
Main Dock to Barge Dock Bridge	Piles	Minor	Scaling on piles, jetting hole in Pile T12-C	Figure 39
	Pile Caps	Minor/Severe	Chemical deterioration of rebar causing complete breakage of concrete cover, T10	Figure 41
	Topping Slab	Minor	No damage noted to the topping slab.	
	Deck	Moderate to Severe	Ponding of water. Structural cracks along the majority of the deck, additionally expansive corrosion of rebar causing complete breakage of concrete cover	Figure 42 Figure 43

6.2.1.1 Piles

The piles in inner berthing concrete structures are in fair condition (minor damage noted) with a few exceptions. The typical damage to the piles is scaling (Figure 38), chemical deterioration causing the smooth surface to deteriorate leaving the aggregate rock exposed at the edges. This type of damage is typical to concrete piles in the marine environment. In severe cases, scaling may lead to the rounding of corners of the pile, this is not yet seen in the piles in these concrete structures.

There is moderate damage to pile T7-C. This pile has some structural cracks at the top of the pile. Pile T12-C has an open jetting hole. Typically, the jetting holes are typically filled with a mortar following jetting. Pile T12-C's jetting hole may have been left unfilled or the mortar plug has deteriorated in the years since installation. See Figure 39 for the damage to piles T7-C and T12-C.

Figure 38. Scaling of Piles at Bent T9 (photo taken looking West)

Figure 39. Cracking at top of Pile T7-C (left photo) and jetting hole in Pile T12-C (right photo)

6.2.1.2 Pile Caps

The pile caps condition ranges from minor to severe. The ratings varied based on different damages seen. In the Barge Dock, major damage was seen at the north corner of the bent T8. The corner segment has broken off exposing the reinforcement. This area may have experienced an impact from a vessel resulting in the breakage of the concrete. Additionally, moderate damage was noted to the pile cap in bent T9 caused by the steam from a utility pipe. The steam from the pipe caused chemical deterioration in the member resulting in a structural crack along the members face. Major damage was also noted to the south end of pile cap T9. Likely a vessel impact to the fender system caused the concrete cracks in the pile cap (Figure 44). For damage to Barge Dock pile caps, see Figure 40.

Figure 40. Concrete Breakage at Bent T8 (left photo) and Scaling of Pile Cap at Bent T9 (right photo)

In the bridge between the Main dock and Barge Dock, pile cap in bent T10 has severe damage. The original concrete rebar cover was inadequate allowing for the chemical deterioration of the reinforcement resulting in the complete loss of concrete cover (Figure 41).

Figure 41. Complete Breakage Exposing Rebar Below (photo taken looking West)

6.2.1.3 Precast Ribbed Deck with Cast-in-place Topping Slab

The precast ribbed deck with cast-in-place topping slab was inspected from below deck. No damage was noted in this area. Utilities travel in between the girders.

6.2.1.4 Top of Deck

Water ponds on top of the Barge Dock and the western portion of the Main Dock to Barge Dock bridge following a rain event. The deck has three drains to a below deck drainage system. The drains on top of the deck appear to be clogged. When rainwater ponds on the deck maintenance personnel goes out to pump the water off the dock. The deck's surface is graded to move water to the drains. Despite the

water ponding, the structural integrity of the deck is intact. The only damage noted was a crack in the concrete curb on the west side of the dock (Figure 42).

On the Barge Dock deck there is a bin rated for 10,000lbs, a bin holding oil boom, and a wind break for pumping utilities.

Figure 42. Clogged Drain (left photo) and curb cracking (right photo)

The deck of the bridge between Main Dock and Barge Dock has moderate to severe damage. There are structural cracks that extend the majority of the length of the structure. The concrete cover (distance the concrete covers rebar) is too small causing chemical corrosion of the rebar resulting in these cracks and in some instances the concrete has completely broken off exposing the rebar below (Figure 43).

Figure 43. Deck Concrete Breakage (left photo) and structural cracks (right photo)

6.2.2 Barge Dock and Dolphin 2 Fender

The Barge Dock Fender and Dolphin 2 Fender were in very similar condition. The concrete piles that support the steel flange all had partial breakage at the tops of the piles (Figure 44). The damage may be intentional during construction caused by trying to get the tops of piles level for the W18 waler to be attached to their tops. This damage is not significant as the concrete piles only support the W18 waler. The W18 member showed no signs of damage. The timber piles and chocking showed only minor checks and splits. On the Barge Dock fender, the timber pile on the west side of the fender is missing, see Figure 45.

Table 4. Inner Berthing Structures Fender Damage Ratings

Fender	Element	Rating	Description	Figure
Barge Dock	Concrete Piles[1]	Moderate	Structural cracks ~ ¼-inch with partial breakage at the tops of the piles	Figure 44
	W18	Minor	No loss of section due to corrosion.	
	Timber Piles	Minor/Missing	Piles had minor checks and splits. A pile on the west side is missing	Figure 45
	Chocking	Minor	Minor checks and splits.	
Dolphin 2 Fender	Concrete Piles[1]	Moderate	Structural cracks ~ ¼-inch with partial breakage at the tops of the piles	
	W18	Minor	No loss of section due to corrosion.	
	Timber Piles	Minor	Piles had minor checks and splits.	
	Chocking	Minor	Minor checks and splits.	

[1] *Per MOTEMS rating criteria the damage to the concrete piles would be classified as major to severe. The purpose of the vertical piles is only to support the steel walers, therefore, engineers classified the damage as moderate.*

Figure 44. Pile Top Damage at Barge Dock Fender and Concrete Cracks in Pile Cap (looking East)

Figure 45. Missing Pile on West Corner of Barge Dock Fender (photo taken looking North)

6.2.3 Dolphin 5

Dolphin 5 was in good condition with only minor damage to its piles and pile cap. See Table 5 for descriptions of the different elements.

Table 5. Dolphin 5 Damage Ratings

Dolphin	Element	Rating	Description	Figure
Dolphin 5	Piles	Minor	Corrosion affecting less than 50% of circumference at 3-6	Figure 46
	Pile Cap	Minor	Occasional cracks and abrasions	Figure 46

Figure 46. Dolphin 5 (photo taken looking North)

6.2.4 Timber Dolphins 1 and 2

Timber Dolphins 1 and 2 were visually inspected from the water. The congested nature of the timber dolphins makes it difficult to assess every pile or blocking element in the dolphin. Assessment of the timber dolphins was made based on the elements observed. Generally, the pile damage ranged from severe to minor. Severe damage to piles can be seen in the two missing piles in Timber Dolphin 1. Some of the piles on Timber Dolphin 2 have section loss at the bolt hole locations. The blocking damage ranges from moderate to major due to varying degrees of hollowing at the ends of the members, checks, and splits.

Table 6. Timber Dolphin Damage Ratings

Timber Dolphin	Element	Rating	Description	Reference Figure
Timber Dolphin 1	Piles	Severe/Minor	Missing piles on the southeast corner	Figure 47
	Blocking	Major	Hollowing of ends with some checks and splits	Figure 47
Timber Dolphin 2	Piles	Major/Minor	Section loss at bolt holes	
	Blocking	Moderate	Checks and splits	

Generally, the wire wrap above high tide waterline is intact while the wire wrap below is missing or deteriorating (Figure 47).

Figure 47. Timber Dolphin 1 - Missing Piles (left), Timber Dolphin 2 - Wire wrap deteriorating (right)

6.3 Outer Berthing Structures

The outer berthing structural elements range in ratings from minor to severe. The ratings of the different elements are summarized in Table 7 - Table 10.

6.3.1 Dolphins 1, 2, 3, 4, 6, 7, 8, and 9

Generally, the dolphin's steel piles have moderate damage, and the pile caps have minor damage with

some exceptions. The steel piles are corroding around the entire circumference of the pile affecting the thickness of the steel section of the pile. It is estimated that the corrosion is causing a loss in section of about 15-30% of the piles thickness. The corroded area is located approximately between 3 and 6-feet above MLLW (in the splash zone). The pile caps with minor damage show only small cracks and abrasions. Table 7 summarizes the damage to the dolphin's piles, pile caps, and steel frames.

Dolphin 4's pile cap is severely damaged, see Figure 48. It appears that this dolphin has undergone a large mooring line pull or vessel collision. Two of the piles are partially pulled out of the cap. Concrete is spalled and rebar exposed on the underside of the cap.

Dolphin 8's pile cap has major damage, see Figure 48. The pile cap has structural cracks on its faces. On the southwest corner of the cap, repairs were attempted as seen with the presence of mortar on the concrete.

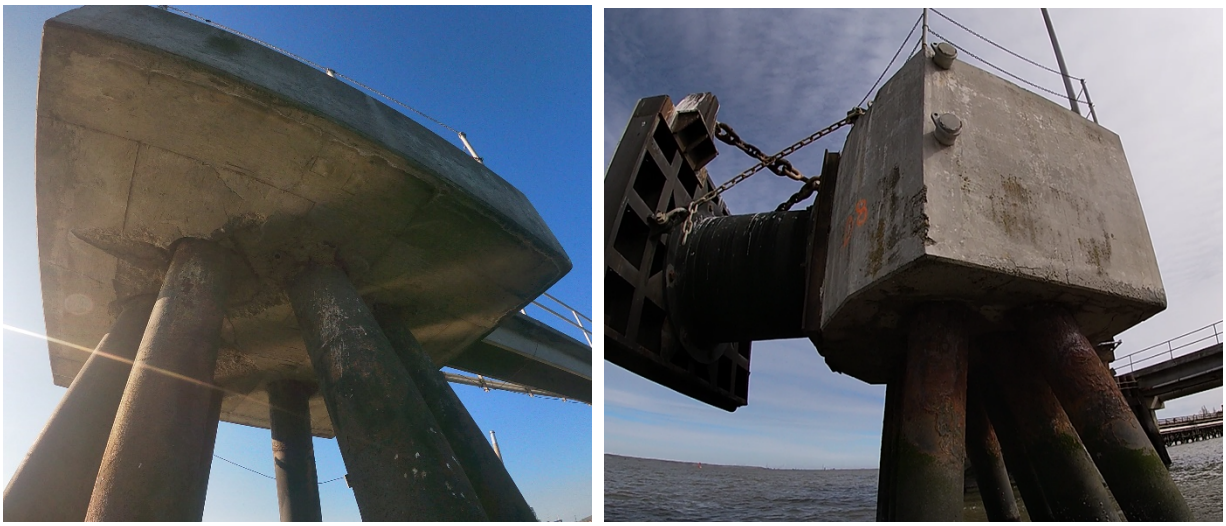

Figure 48. Dolphin 4 Pile Cap (left photo) and Dolphin 8 Pile Cap (right photo)

Table 7. Outer Berthing Dolphin Ratings

Dolphin	Element	Rating	Description	Reference Figure
Dolphin 1	Piles	Moderate	Corrosion affecting over 50% of circumference at 3-6, Loss of section 15-30%	
	Pile Cap	Minor	Occasional cracks and abrasions	
Dolphin 2	Piles	Moderate	Corrosion affecting over 50% of circumference at 3-6, Loss of section 15-30%	
	Pile Cap	Minor	Occasional cracks and abrasions	
Dolphin 3	Piles	Moderate	Corrosion affecting over 50% of circumference at 3-6, Loss of section 15-30%	
	Pile Cap	Minor	Occasional cracks and abrasions	
Dolphin 4	Piles	Moderate	Corrosion affecting over 50% of circumference at 3-6, Loss of section 15-30%	
	Pile Cap	Severe	Structural cracks larger than ¼-inch, complete breakage in the concrete.	Figure 48
Dolphin 6	Piles	Moderate	Corrosion affecting over 50% of circumference at 3-6, Loss of section 15-30%	

	Pile Cap	Minor	Occasional cracks and abrasions	
	Frame	Major	Loss of section 30-50% at splash zone	Figure 49
Dolphin 7	Piles	Moderate	Corrosion affecting over 50% of circumference at 3-6, Loss of section 15-30%	
	Pile Cap	Minor	Occasional cracks and abrasions	
	Frame	Major	Loss of section 30-50% at splash zone	Figure 49
Dolphin 8	Piles	Moderate	Corrosion affecting over 50% of circumference at 3-6, Loss of section 15-30%	
	Pile Cap	Major	Structural cracks ~ ¼-inch, partial breakage	Figure 48
Dolphin 9	Piles	Moderate	Corrosion affecting over 50% of circumference at 3-6, Loss of section 15-30%	
	Pile Cap	Minor	Occasional cracks and abrasions	

Dolphin 6 and 7 have a steel frame connected to the northern face of the dolphin. This steel frame supports the fender panel. On both Dolphin 6 and 7 the steel frame has major damage due to the corrosion seen in the splash zone. The corrosion caused 30-50% in loss in section of the frame, see Figure 49. Also noted are the broken weight chains that also support the fender panels on these dolphins. Dolphin 6's weight chains were both broken while Dolphin 7 had one broken weight chain (two weight chains total).

Figure 49. Dolphin 7 Steel Frame (photo taken looking East)

At some dolphin locations there is a curb on which sits the steel gangway leading to the dolphin. The curb connecting Dolphin 6 to the steel gangway is cracking.

Figure 50. Curb cracking Dolphin 6 to Steel Gangway (photo taken looking East)

6.3.2 Timber Dolphins

The condition and assessment procedure of the outer berthing timber dolphins was similar to the inner berthing timber dolphins. See Section 6.2.4 for assessment procedure and damage descriptions of the timber dolphins. Table 8 summarizes that damage ratings of the outer berthing timber dolphins.

Table 8. Outer Timber Dolphins Damage Ratings

Timber Dolphin	Element	Rating	Description	Figure
Timber Dolphin 3	Piles	Moderate/Minor	Section loss at bolt holes	
	Blocking	Major	Hollowing of ends with some checks and splits	
Timber Dolphin 4	Piles	Major/Minor	Section loss in northeast pile at waterline	Figure 51
	Blocking	Major	Hollowing of ends with some checks and splits	
Timber Dolphin 5	Piles	Moderate/Minor	Section loss at bolt holes	Figure 51
	Blocking	Major	Hollowing of ends with some checks and splits	

Figure 51. Timber Dolphin 4 (left photo) and Timber Dolphin 5 (right photo)

6.3.3 Timber Structures

The timber structures in the outer berthing structures, Main Dock, East Dock, West Dock, and bridges between, are similar in composition. The condition of many elements is also similar as well. See Table 9 for a summary of the elements' ratings.

Table 9. Timber Structure Damage Ratings

Structure	Element	Rating	Damage Description	Figure
Timber Structures	Piles	Minor to Severe	Majority of piles have minor checks and splits, with some exceptions (have section loss at water line)	Figure 52
	Pile Caps	Minor	No damage noted to pile caps.	Figure 53
	Stringer	Minor	No damage noted to stringers.	Figure 53
	Bracing	Moderate/Severe or Missing	Section loss and hollowing at ends, missing or partial member remaining	Figure 54 Figure 55
	Decking	Moderate/Major	Worn from vehicle travel, deteriorated due to age, extruded hardware	Figure 56
	Concrete Containment Slab	Moderate	Ponding of water on the concrete containment slab. Cracking is typical in the slab.	Figure 57

6.3.3.1 Piles

The majority of piles seen under the timber structures were noted with only minor damage. There were 188 vertical piles counted at the timber structures, 6 had severe damage, and 1 had moderate damage. Four of the six piles that has severe damage are part of the spring fender system of the Main Dock, these piles are completely broken around the waterline. There are 40 batter piles in the timber structure; no damage was noted in these piles. See Appendix B for damage figures that locate damage. Damage includes rot and loss of cross section at waterline and broken piles. A pile stub is located at bent T27. The pile stub appears to have been cut and piles are not missing from the bent line indicating that the pile has been replaced (see Figure 52).

Figure 52. Pile Stub at T27 (photo taken looking South)

6.3.3.2 Pile Caps and Stringers

A visual inspection of the pile caps and stringers was performed from the water level, therefore, some of the damage might not have been observed due to access limitations. Generally, damage to pile caps and stringers was rated minor. See Figure 53 for the typical condition of pile caps and stringers under the timber structures. It is estimated that 25% of stringers and pile caps require replacement. Deck boards and stringers were not pulled up and it is anticipated that some deterioration exists below the deck boards.

Figure 53. Typical Condition of Pile Caps and Stringers below Main Dock (photo taken looking West)

6.3.3.3 Bracing

The lateral bracing, located on the West Dock, Main Dock, East Dock, and bridge between East Dock and East Catwalk, is missing in many locations and in the locations that it remains in place has severe to major damaged. The lateral bracing damage is largely due to being partially submerged with each tide cycle. The ends of the braces aren't treated with a preservative as the sides of the braces are causing hollowing of the members near the ends. This hollowing of the ends of the braces is typical for both the lateral and cross bracing. See Table 10 for a summary of the damage to the bracing members.

Table 10. Outer Berthing Timber Structures Bracing Damage Ratings

Structure	Brace	Rating	Description	Figure
West Dock	Lateral	Missing/Major	T13 lateral bracing missing, deterioration of remaining members	Figure 54
	Cross	Moderate	Hollowing of the ends of bracing, section loss up to 25%	
Main Dock to West Dock	Cross	Moderate	Hollowing of the ends of bracing, section loss up to 25%	

Main Dock	Lateral	Missing/Major	T24-T27 & T29 lateral brace missing, deterioration of remaining members	
	Cross	Moderate	Hollowing of the ends of bracing, section loss up to 25%	
East Dock to Main Dock	Cross	Severe/Major	T37 severe damage, T35, T36, & T38 major damage	
East Dock	Lateral	Major	Section loss greater than 25%	
	Cross	Moderate	Hollowing of the ends of bracing, section loss up to 25%	
East Dock to East Catwalk	Lateral	Severe/Major	Broken members and section loss greater than 25%	Figure 55
	Cross	Severe/Major	Broken members and section loss greater than 25%	Figure 55

Figure 54. Lateral bracing missing (T29) and in severe condition (T30) (photo taken looking South)

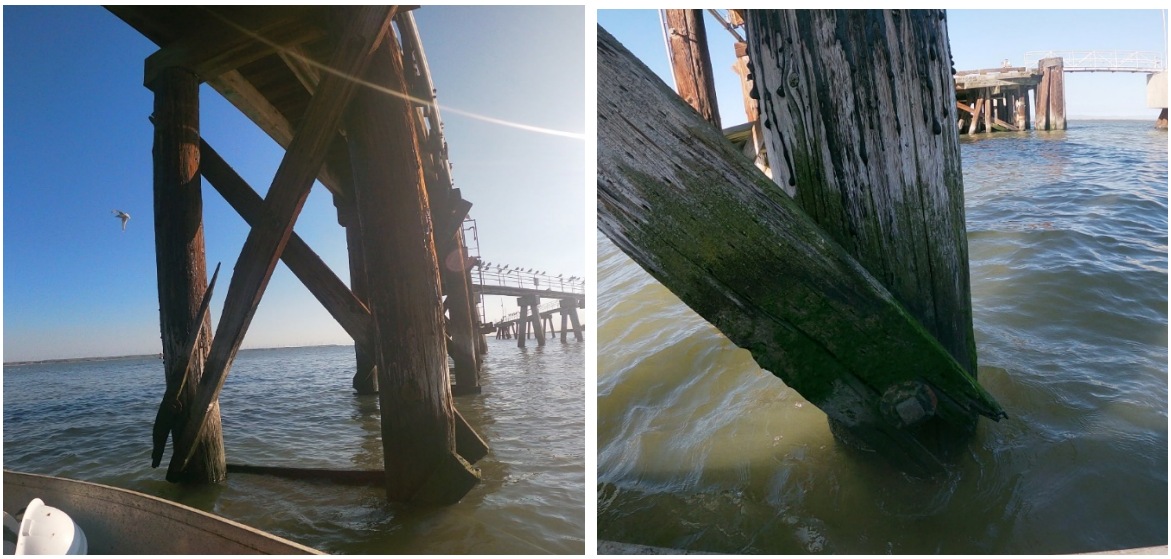

Figure 55. Severe Damage to Lateral and Cross Bracing

6.3.3.4 Decking & Concrete Containment Slab

The decking on the East Dock, West Dock, and bridge between Main Dock and East Dock is in similar condition to the trestle decking (moderate to major damage). Major damage was noted on the northwest corner of the East Dock. The rest of the decking in those areas was noted with moderate damage due to the wearing from vehicle travel. The decking on the walkway between the East Dock and East Catwalk is in severe condition. Many areas of the deck are nearly worn completely worn through this area, see Figure 56. The timber decking condition of the areas with a concrete containment slab was not inspected due to the concrete covering the members.

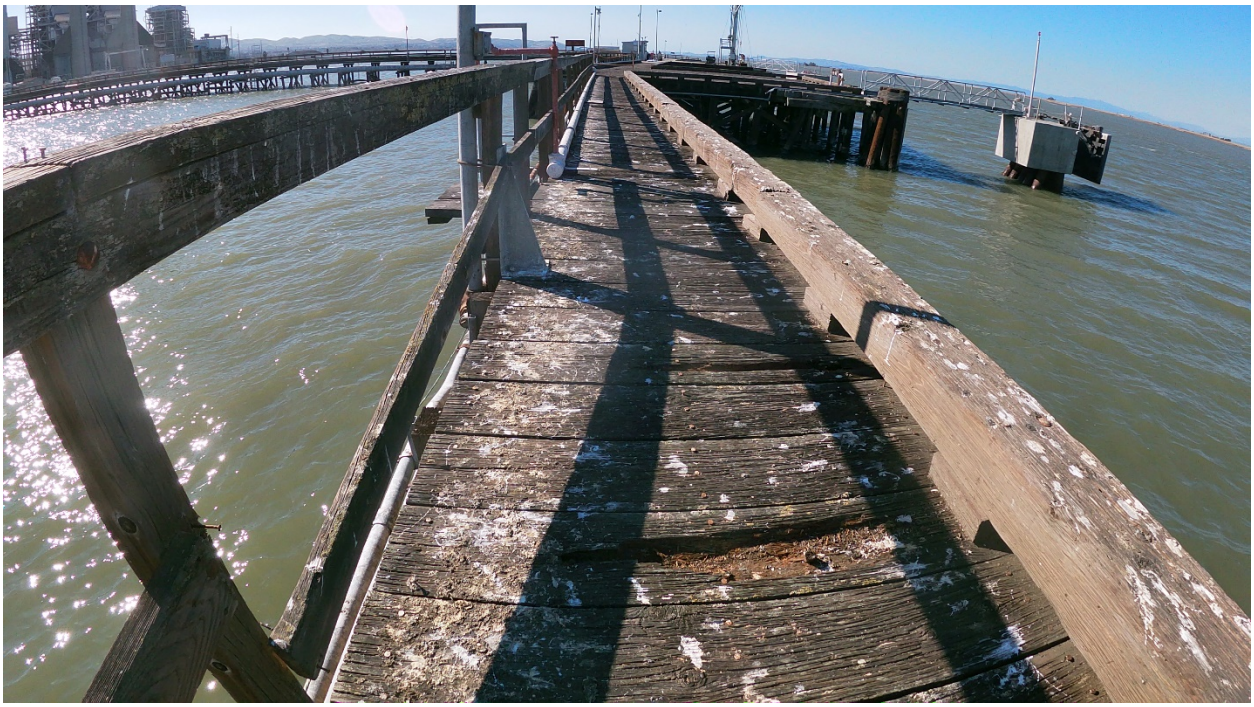

Figure 56. Severe damage to decking between East Dock and East Catwalk (photo taken looking West)

The concrete containment slab on top of the Main Dock and the bridge between the Main Dock and West Dock typically had cracks running across the entire slab, see Figure 57. The slab caused the ponding of water on the decks surface following a rain event (similar to the Barge Dock).

Figure 57. Typical cracking of the concrete containment slab

6.3.4 East Dock to East Catwalk

The walkway between East Dock and East Catwalk is in poor condition. There is a barrier set up in front of the walkway indicating that this portion of the wharf is unsafe to walk on. The structures decking is severely damaged, the railing is poor, and the whole structure sways when walking on it.

Figure 58. Barrier in front of walkway to East Catwalk (photo taken looking West)

6.4 Catwalk

The catwalks were generally in fair condition, see Table 11 for summary ratings of the structure.

Table 11. Catwalk Damage Ratings

Structure	Elements	Rating	Description	Figure
Catwalk	Piles	Minor/Moderate	Scaling of all piles, T4-A and T53-A have rounding of corners. Some spliced piles.	Figure 59
	Pile Cap	Minor	No damage noted.	
	Cast-in-place topping slab	Minor/Major	Span between Barge Dock and Dolphin 2 is off its seat.	Figure 60 Figure 61

6.4.1 Piles

Generally, the catwalk piles are in fair condition. Some scaling is present along the sides of the piles typical of piles that in a marine environment. Pile T4-A and T53-A were rated moderate damage as the corners of the piles had rounded off at MLLW line.

Some of the piles on the West Catwalk had spliced sections attached to the top of the piles. This is likely because the pile was driven further than anticipated during construction of the catwalk resulting in the addition of the spliced section on top of the pile. Pile T55-A has a 10-foot spliced section, T55-B a 6-foot spliced section, T56-A a 9-foot spliced section, and T56-B an 8-foot spliced section. See Figure 59 for an example of the spliced piles. Pile build-ups appear to be sound and are not considered a deficiency.

Figure 59. T55 Spliced piles (photo taken looking West)

6.4.2 Pile Cap

No damage was noted to the catwalks pile caps.

6.4.3 Precast Prestressed Double Tee with Cast-in-place Topping Slab

Typically, the precast prestressed double tee with cast-in-place topping slabs on the catwalks are in fair condition. There is a noticeable camber in some of the span (a positive camber such as observed in some spans here is when the middle of the slab span is higher than the ends). The camber is sometimes intentional in the design as over time the various vertical loads cause the middle of the span to creep (up or down). Each span is a simple span between the bents/dolphins, this caused cracking in the span at the bent cap locations. The cracking is not considered a deficiency (Figure 60).

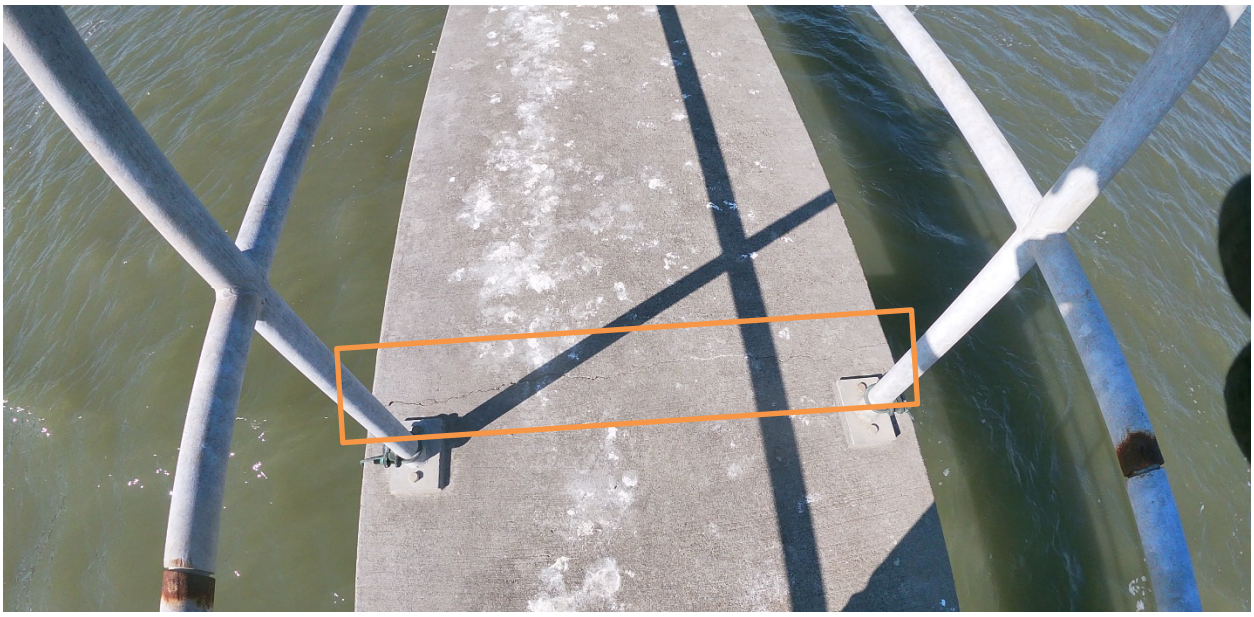

Figure 60. Crack in Cast-in-place Topping Slab at Bent locations

The span between Dolphin 2 and the Barge Dock is off its seat where it rests on Dolphin 2 (Figure 61). It is likely that Dolphin 2 fender was strongly impacted by a barge causing the dolphin to shift resulting in the span getting pushed off its seat at the Dolphin 2 support.

Figure 61. Span Between D2 and T6 off its seat (photo taken looking West)

6.5 Water Depth Survey Results

Water depths measurements were taken with a lead line (100-foot measuring tape with a weight at the end) at 75 different locations around the wharf. The measured depths were corrected for the depth at MLLW. The depths along the trestle ranged from 0-feet on the landside to 20-feet near Bent 50. Along the face of the wharf the water depth ranges from 11-feet (Dolphin 4) to 27-feet. The water depth outside Dolphin 8 and about 30-feet north of the face of main dock is 13-14-feet. Typically shipping channels maintain a minimum of 35-foot water depth for ships and 25-foot water depth for barges. Therefore, if this structure is to be used for berthing vessels dredging would need to take place. Figure 62 presents the bathymetry measurements on a plan view of the wharf.

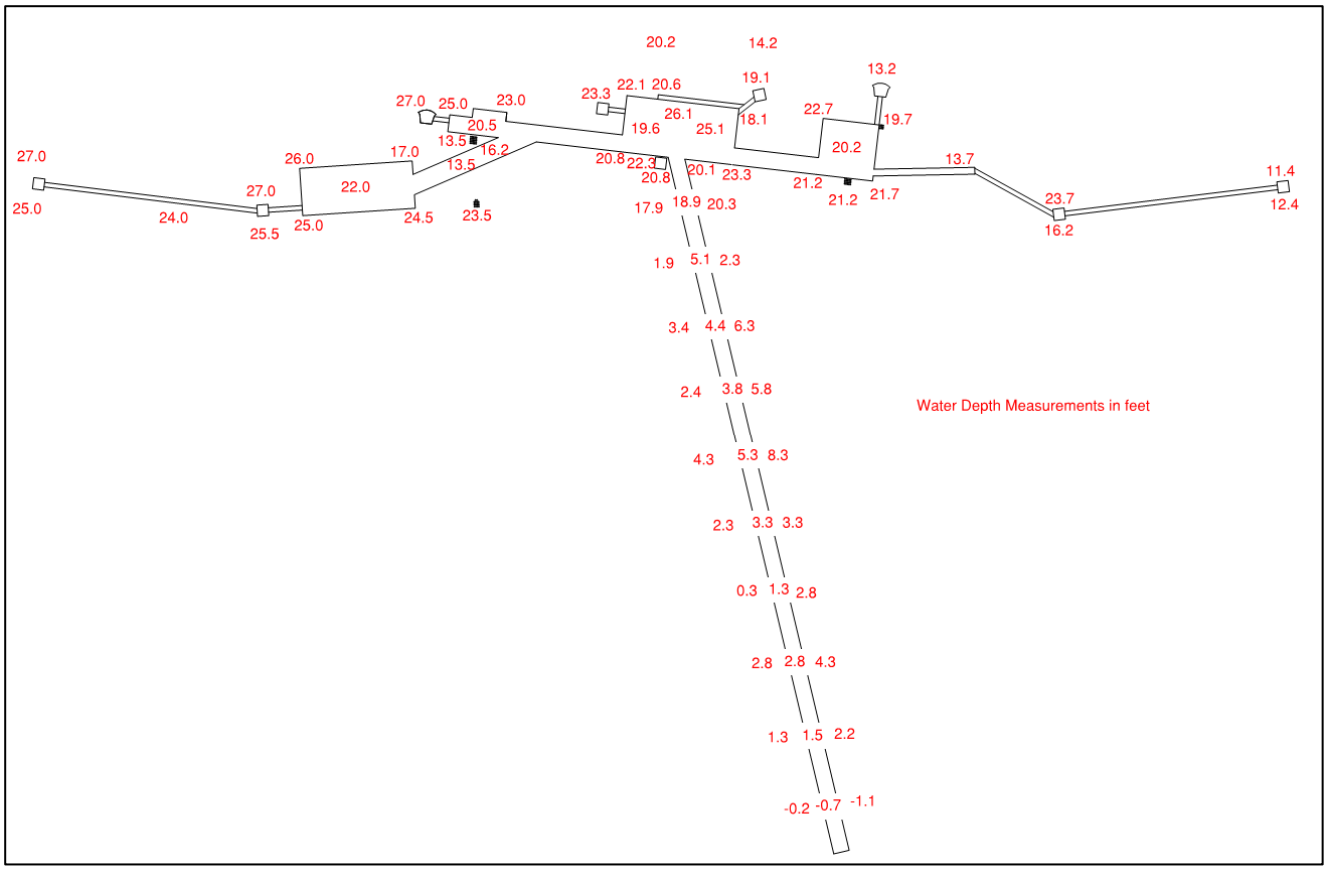

Figure 62. Bathymetry Measurements (feet)

6.6 Railing

The railings condition ranged from fair to poor. The timber railing between the Main Dock and West Dock, between East Dock and East Catwalk, and on the south side of the West Dock was poor. When pressing against the railing it would deflect laterally under the force. The chain railing along Dolphin 3 is knocked down, see Figure 63. Approximately 5-10% of railing along the trestle should be replaced.

Figure 63. Railing on Dolphin 3 knocked down (photo taken looking East)

7. COST ESTIMATES FOR REPAIR AND REPLACEMENT

Cost estimates were developed for the following alternatives:

- "Repair of Existing Wharf" – Construction efforts needed to get facility to the state it was in when it functioned as an oil terminal.
- "Full Replacement Wharf" - Construction of similarly sized facility using concrete instead of timber construction.

The items included in the estimate for repair of the existing wharf will get the structure in the state it was in when the facility functioned as a marine oil terminal. In recent years, the criteria for marine oil terminals as required by MOTEMS has become stricter in structural requirements for wharves that have pipelines transporting oil. Therefore, the repair of the existing wharf concept will not produce a structure that is MOTEMS compliant. To make the existing structure MOTEMS compliant the structure would have to undergo seismic retrofit efforts, mooring and berthing changes, replacement of all oil handling equipment, fire protection and suppression, and other changes. These items are not estimated in this report. However, the repair efforts would produce a structure that could function for other maritime uses. The full replacement concept could produce a structure that is MOTEMs compliant.

Dredging is estimated in both concepts. From the water depth survey, it was found that there are shallow areas on the outside of the wharf. The estimated quantity of dredged material is a very rough estimate. The value included in the report was calculated from the distance to the shipping channel multiplied by the length of the face of the wharf and an average dredging depth of 5 feet. To get the true estimate of dredged material a hydraulic survey of the area would need to be performed. The estimate assumes that the material is not contaminated.

Please note that these are order of magnitude estimates to provide an idea of the potential cost. Contingency allowances have not been included for any of the estimates. For the order of magnitude costs developed, a 35% contingency should be used.

7.1 Repair of Existing Wharf

The repair of the existing wharf (Option 1) will bring the structure back to its original design capacity. However, these repairs will produce a structure that is non-MOTEMs compliant and potentially structurally obsolete (to serve as an oil transfer wharf). The estimate for repair of the existing wharf is approximately $5,800,000. The following items are included in this estimate:

- Mobilization and demobilization of all equipment, materials, and crew.
- Remove and replace the following:
    - Approximately 7,300 square feet of timber decking.
    - Approximately 9,500 linear feet of timber stringers.
    - Approximately 1,800 linear feet of timber pile caps.
    - Approximately 30 timber piles.
    - Approximately 2,100 linear feet of timber lateral bracing.
    - Approximately 6,000 linear feet of timber cross bracing.
    - Approximately 330 linear feet of timber railing.
- Epoxy inject approximately 5,800 square feet of cracks in the concrete containment slab.
- Clean and jacket all steel piles from -6 to 10 MLLW.
- Clean and replace rebar and place concrete at damaged areas (approximately 500 square feet).
- Remove Timber Dolphins 1, 2, and 3 and replace each with a 12' x 12' x 3' concrete dolphin.

- Replace Dolphin 4's pile cap.
- Replace all damaged dock mooring features such as lights, ladders, landings, cleats, etc.
- Replace lower fender panel systems on Dolphins 6 & 7 and repair higher fender panel systems on Dolphins 8 & 9.
- Dredge 75,000 cubic yards of material around the wharf.

A more descriptive breakdown of this estimate can be found in Appendix C.

7.2 Full Replacement Wharf

The full replacement of wharf (Option 2) includes demolishing the entire wharf and replacing all infrastructure. All new components would be constructed of reinforced concrete including piles, pile caps, beams, and deck. Dimensions and thicknesses are approximate based on similar projects. The estimate for a full replacement wharf is approximately $14,300,000. The following items are included in the estimate:

- Mobilization and demobilization of all equipment, materials, and crew.
- Demolition of entire trestle, wharf, catwalks, and dolphins.
- Furnishing and installing 10 – 12' x 12' x 3' concrete dolphins.
- Furnishing and installing 2 - 12' x 12' x 7' concrete dolphins.
- Furnishing and installing 191 - 24" octagonal precast concrete piles (mixture of batter and vertical piles).
- Installation of 27,000 square feet of concrete 10-inch-thick deck and 3' x 3' pile cap beams.
- Installation of 4' wide precast prestressed concrete double tee catwalks with 2' x 2' cap beams (total length 460 feet).
- Installation of piping, crane, and hose rack.
- Supply and install dock mooring features such as lights, fenders, bollards, ladders, etc.
- Dredge 75,000 cubic yards of material around the wharf.

A more descriptive breakdown of this estimate can be found in Appendix C.

7.3 Permitting Costs

The estimated permit fees and level of effort to complete permitting services and consultation assume that the repair or replacement efforts will both be completed within the existing structure's footprint will not result in additional benthic impacts, increase in overwater coverage, or change in use. It is assumed that mitigation will not be required and that the permit applications can be completed using existing and available biological information for the site and project.

The proposed repair and replacement options are anticipated to be eligible for an exemption under California Environmental Quality Act (CEQA) Class 1 Categorical Exclusion for maintenance or repair of existing structures. If the chosen option would result in an expansion of the facility or change in use, further CEQA analysis may be deemed necessary. The project is also expected to be eligible for a US Army Corps of Engineers (USACE) Nationwide Permit (NWP) 3 for maintenance activities under Section 10/404 of the Clean Water Act (CWA). State or federal "take" authorizations are not anticipated to be required and formal Endangered Species Act (ESA) consultation with NOAA NMFS and USFWS will not be required to support the USACE permit. A Section 401 Water Quality Certification (WQC) is anticipated to

be required by the San Francisco Regional Water Quality Control Board (SF RWQCB) based on project over/in-water work. A Lake Streambed Alteration (LSA) agreement from the CA Department of Fish and Wildlife (CDFW) is expected to be required based on permitting authority under Fish and Game Code 1600. A Bay Conservation and Development Commission (BCDC) permit will not be required as the project site is understood to be outside of BCDC jurisdiction. It is assumed that project plans and design calculations will be used for the permits.

The estimate for Moffatt & Nichol fees for permit support include preparation of applications, written responses to agency requests for further information and clarifications, and continued consultation to assist in the process through acquisition of final permits. Costs also include meetings and travel time if office visits are required. Table 12 summarizes permitting costs for the project repair and replacement options.

Table 12. Permitting and Permitting Support Fees

Option		Permit Application Fees					M&N Fees	Total
		USACE NWP 3	SF RWQCB 401 WQC	CDFW LSA	CEQA Exemption	City Building Dept		
1	Repair of Wharf	$0	$2,066[1]	$5,596[2]	$71	$25,000[3]	$30,000	$62,700
2	Replacement of Wharf	$0	$2,066[1]	$5,596[2]	$71	$25,000[3]	$40,000	$72,700

[1] The provided fee is the 2021 base application fee. Additional fee may be required pending calculated fill quantities.
[2] Application fees are based on total project costs. A standard 5-year agreement is assumed for both the repair and replacement options.
[2] Budget allowance for a project with a Total Project Cost over $1M.

7.4 Engineering Design Fees

Order of magnitude engineering design fees are presented in Table 13. The estimated fees are approximate and could vary significantly due to changes in code requirements, observed conditions or the desired operational requirements of the tenant or owner. Ten percent of the total project cost (TPC) was used to estimate engineering design fees.

Geotechnical engineering fees are not included in the estimate. However, a geotechnical investigation would be required to determine soil properties. Such an investigation could require a ship-based drill rig and could cost $250,000. If a geotechnical engineering firm has existing useable data for the site, this cost could be greatly reduced.

Table 13. Estimated Engineering Design Fees

Option		Construction Cost Estimate	Estimated Engineering Design Fees[1]
1	Repair of Existing Wharf	$5,800,000	$580,000
2	Full Replacement of Wharf	$14,300,000	$1,430,000

[1] Geotechnical Investigation costs not included.

8. INSPECTION AND MAINTENANCE OF REPAIRED WHARF

If the repair project is undertaken, the wharf would have to be continually inspected and maintained. It is recommended that an above water inspection (similar in scope to the inspection performed for this report) be performed every 2 years and a below water inspection be performed every 4 years (Reference 1). A below water inspection consists of engineer divers inspecting the length of the pile from MLLW to the mudline. Following a major storm event, seismic event, or vessel impact the structure should also be inspected. Inspection efforts should rate the damage and identify areas that require maintenance.

Following inspection efforts, a maintenance project should be carried out on the areas identified with structural damage. Estimated quantities of damage are used to determine the cost of maintenance activities on a 5-year maintenance cycle. The repair quantities given are an estimation and can vary given a different rate of deterioration than expected. Below are the estimated quantities of maintenance repairs:

- Assume 3% of timber piles, pile caps, stringers, and bracing will require repairs/replacement
- Assume 5% of timber decking will require replacement
- Assume 5% of timber railing will require replacement
- Contingency for cleaning and replacing rebar and placing new concrete
- Assume 3% of steel pile jacket will require replacement
- Contingency included for the maintenance of utilities and above deck fire protection
- Assume 2% of dock mooring features require replacement

The estimated cost for a maintenance project, that should occur on a 5-year interval, is $540,000. This maintenance project cost considers engineering design fees, permitting fees, and a contingency. See Appendix C for a more in-depth cost estimate breakdown for maintenance activities. This estimate is based off the costs of materials and labor in 2021. Inflation is not included in the estimate but could run 2.5% to 3% per annum. Dredging will need to untaken as a maintenance activity but is not included in the maintenance estimate as the quantity of dredged material depends on how much sediment infills the area and the intended function of the wharf.

9. CONCLUSIONS AND RECOMMENDATIONS

9.1 Conclusions

The NRG Dock is generally in fair to poor condition. The wharf, in its current condition, is not suitable to be used as marine oil terminal. For the wharf to achieve MOTEMS compliance, the existing structure would have to undergo replacement of all oil handling equipment and seismic retrofit efforts (this work is not estimated in the report), in addition to the repair efforts described in this report. The repair of the existing wharf will yield a non-MOTEMS compliant, structurally obsolete wharf that may be suitable for other maritime use. The full replacement wharf could achieve MOTEMS compliance and function as a marine oil terminal.

Approximate cost estimates for different repair or replacement options have been prepared and are summarized in Table 14.

Table 14. Cost Estimate Summary

Option	Construction Cost Estimate	Estimated Permitting and Permitting Support Costs	Estimated Engineering Design Costs	Contingency (35%)	Estimated Total Cost
Repair of Existing Wharf	$5,800,000	$63,000	$580,000	$2,260,000	$8,700,000
Full Wharf Replacement	$14,300,000	$73,000	$1,430,000	$5,520,000	$21,300,000

9.2 Recommendations

The bridge between the East Dock and East Catwalk is unsafe to walk on. The bridge decking is significantly worn, the railing deflects laterally, and the entire structure sways when walking on it. Vehicle access to the wharf should be limited to golf carts. To allow for larger vehicles, further analysis to the decking should be performed.

Depending on the intended use for the wharf, the required repairs vary. For example, if the wharf will be used only to tie up vessels and not offload or load any product, different amount of repairs would be required. See Section 7.1 for the repairs needed to get the wharf to its original design capacity. The following repairs are recommended regardless of the intended use of the structure:

- **Decking Replacement:** The timber decking is significantly worn and the hardware is withdrawing from the boards. It is recommended that all exposed (not covered by the concrete containment slab) decking be replaced. The withdrawing hardware poses a tripping hazard.
- **Fire Suppression System:** The only fire suppression system on the wharf is the fire breaks located below the trestle. If the wharf is to be used, an alternate fire suppression system will need to be installed. Generally, on timber wharves this consists of a fire sprinkler system below deck and fire hydrants above deck.
- **Remove Fuel Pipe Lines:** The fuel pipe lines on the trestle should be removed. The lines are inactive and would need to be replaced if the wharf is to function as a marine oil terminal.

- **Drainage Solution:** On the Barge Dock and concrete containment slabs water ponds on the deck following a rain event. The drains on the decks are clogged causing the ponding. It is recommended that the drains be repaired or replaced. The ponded water on the concrete containment slab eventually leaks through onto the decking, stringers, and pile cap below. This can cause rotting of these members.

10. REFERENCES

1. American Society of Civil Engineers. ASCE Manuals and Reports on Engineering Practice No. 130. Waterfront Facilities Inspection and Assessment.

2. Ben C. Gerwick, Inc. (October 13, 2011). Pittsburg Marine Oil Terminal Basis of Design – Structural Design.

3. California State Lands Commission Maine Environment Protection Division. (May 5, 2017). Section 3102F - Audit and Inspection. In *Marine Oil Terminal Engineering and Maintenance Standards* (pp. 2-1-2-12).

Appendix A: Photographs

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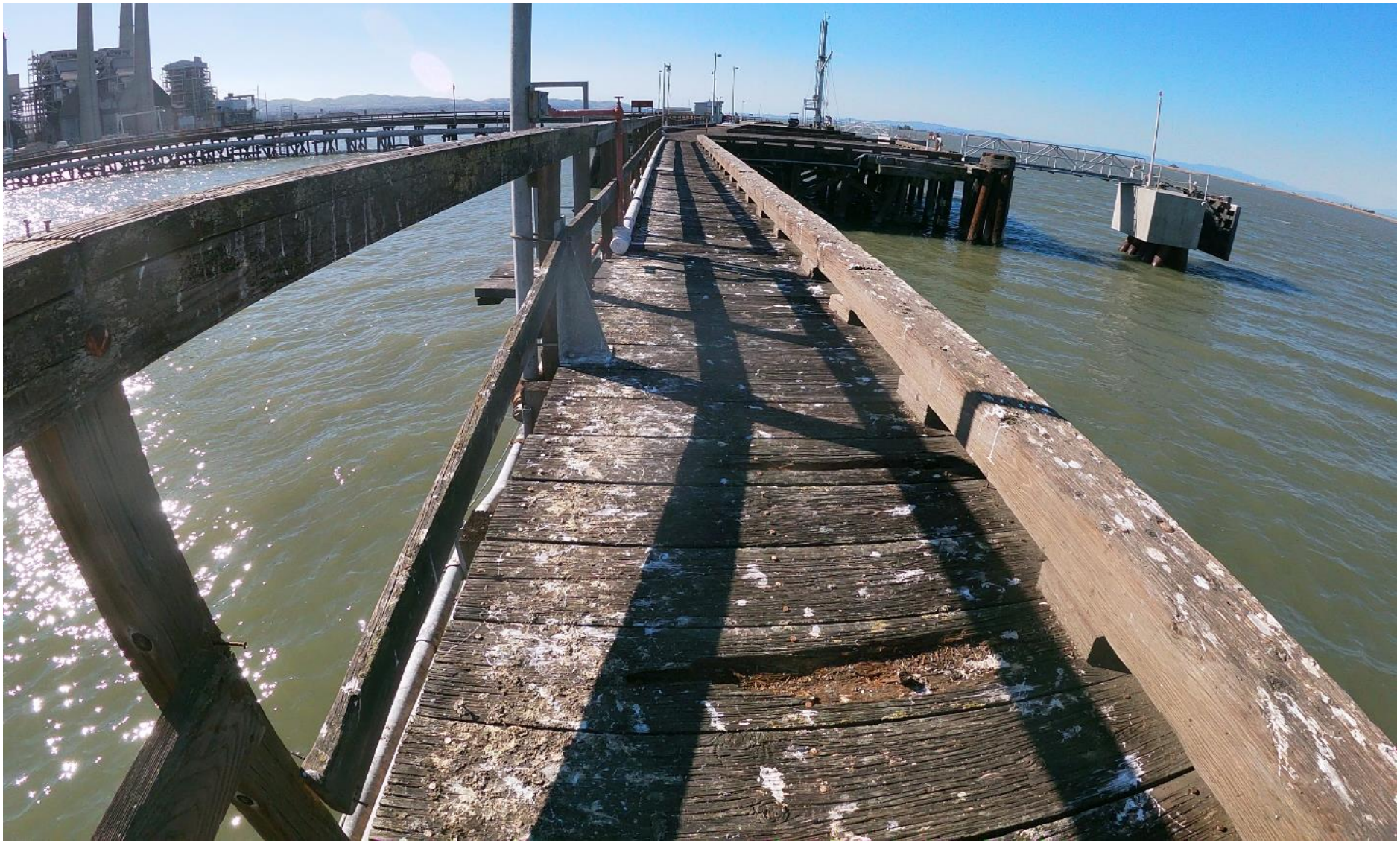

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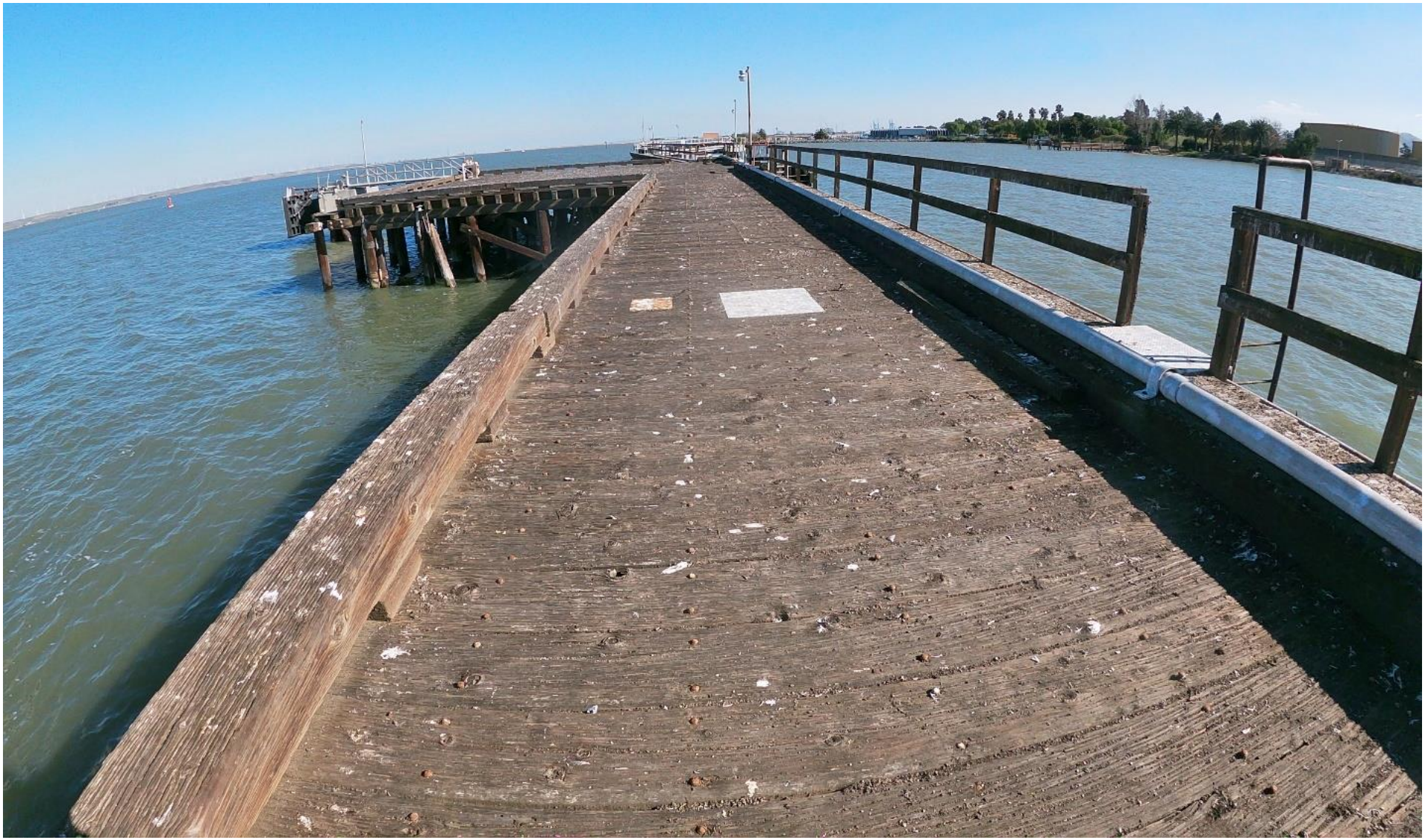

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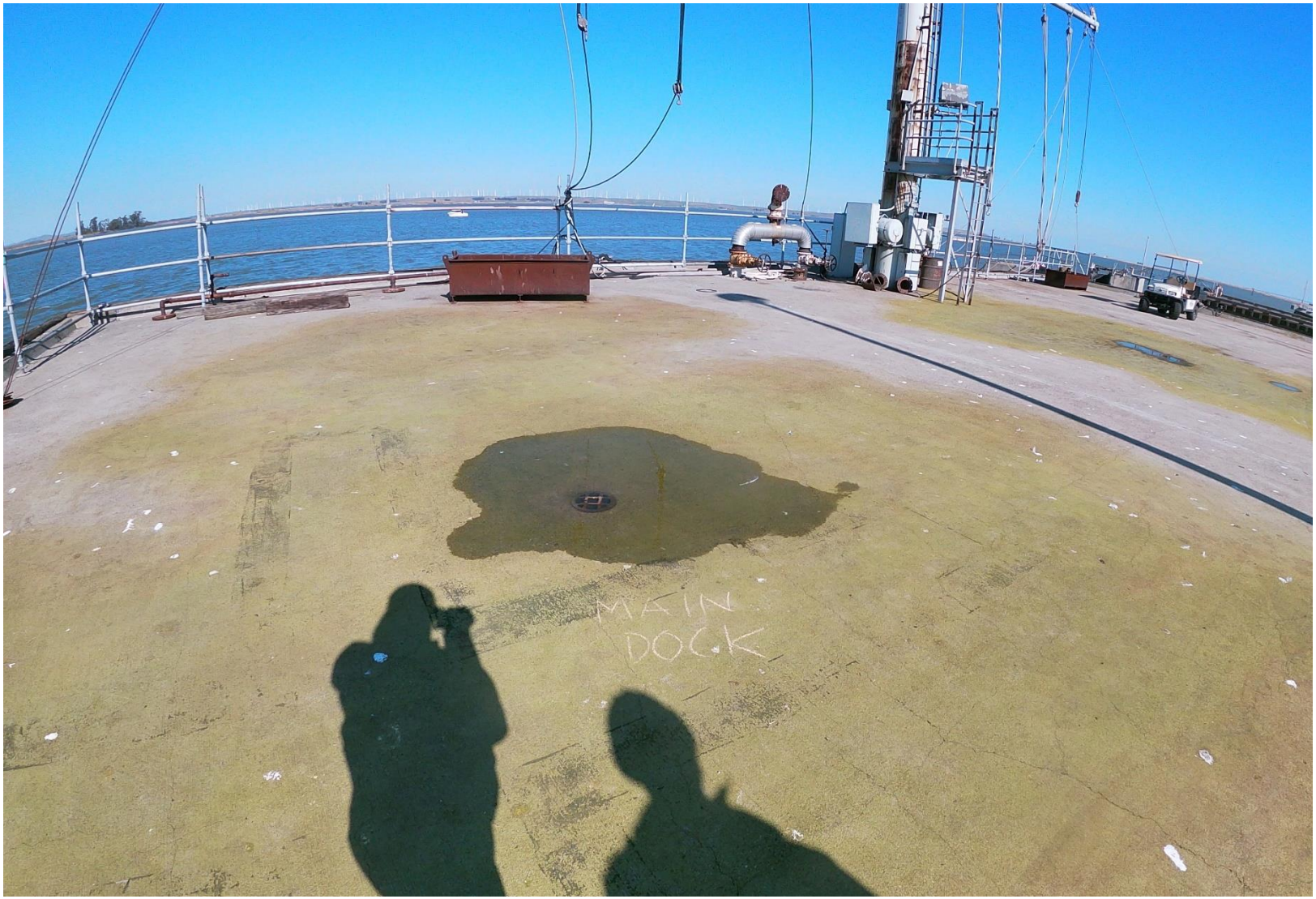

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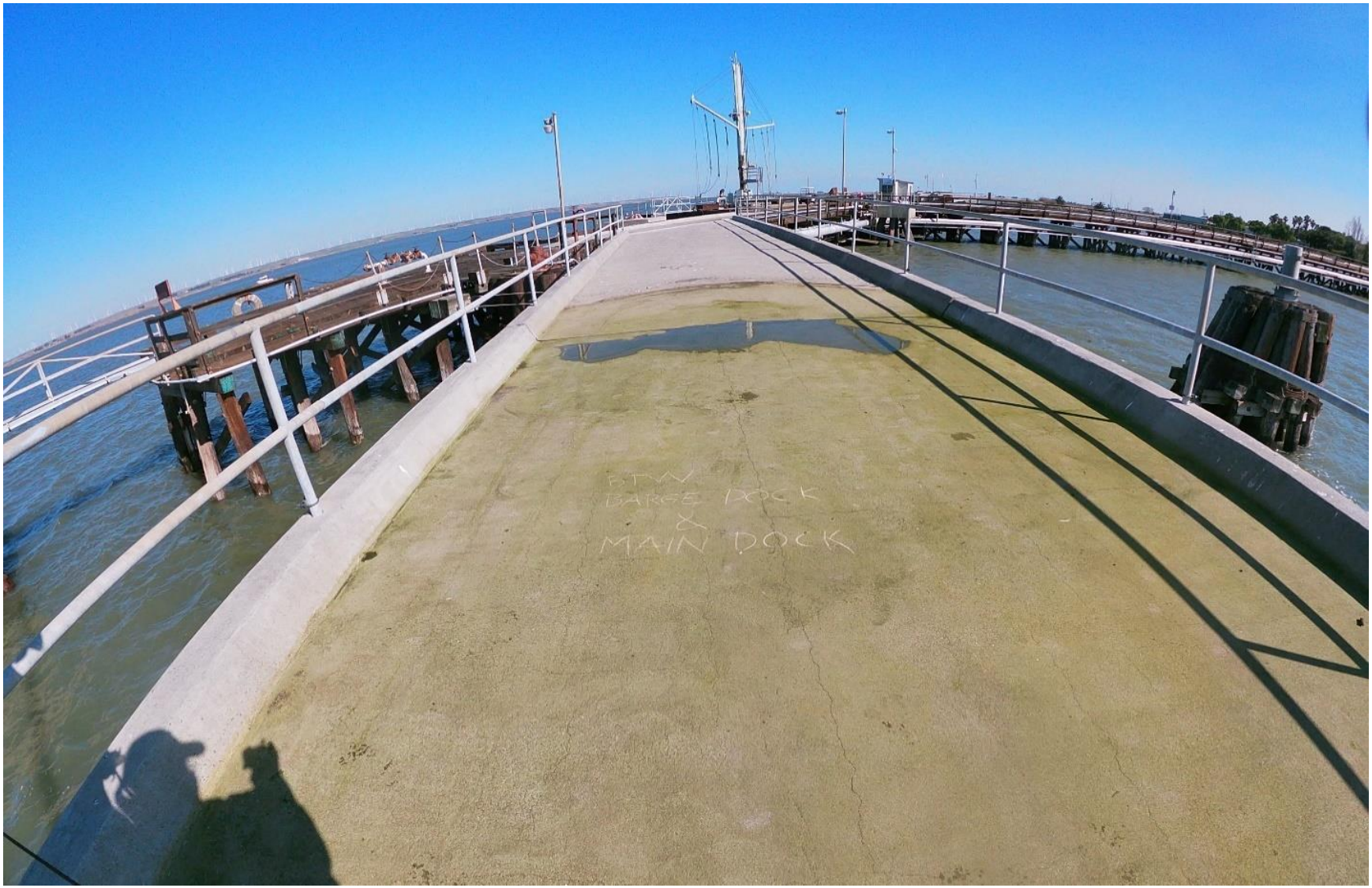

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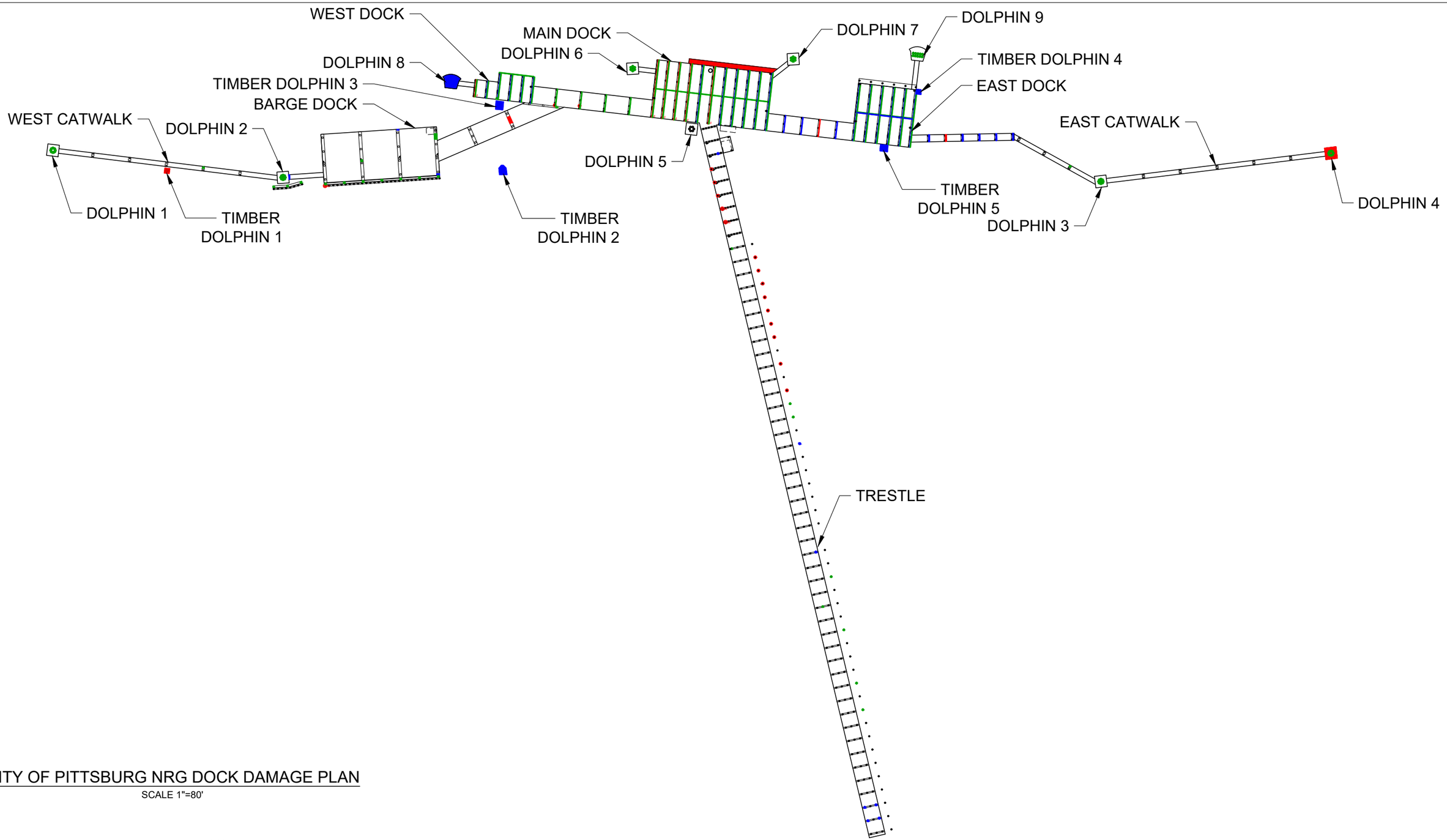
Appendix B:
Wharf Drawings Showing Noted Damage

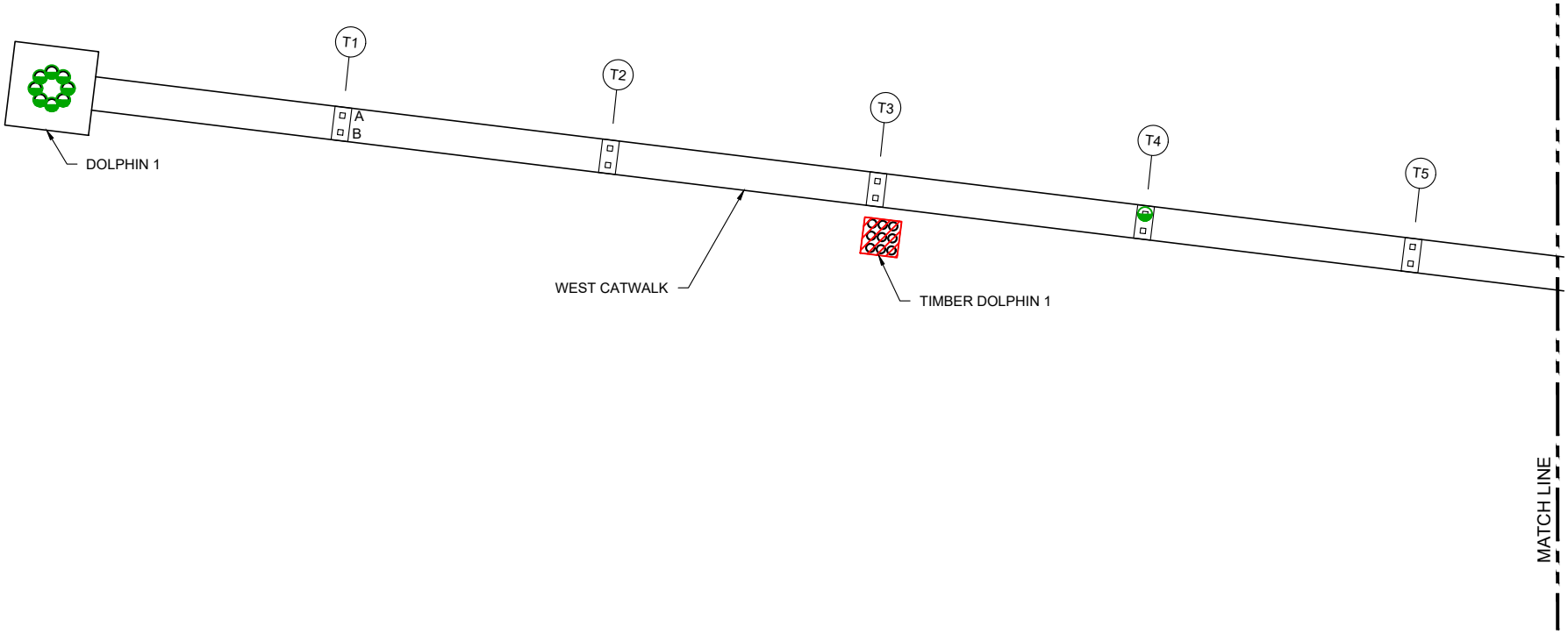


CITY OF PITTSBURG NRG DOCK DAMAGE PLAN

SCALE 1"=80'

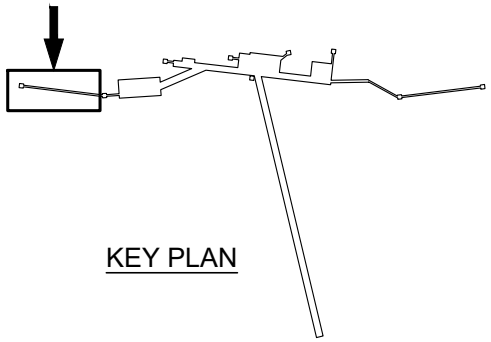
80' 0' 80' 160'

SCALE: 1"=80'



LEGEND

- MODERATE DAMAGE
- MAJOR DAMAGE
- SEVERE DAMAGE
- M MISSING

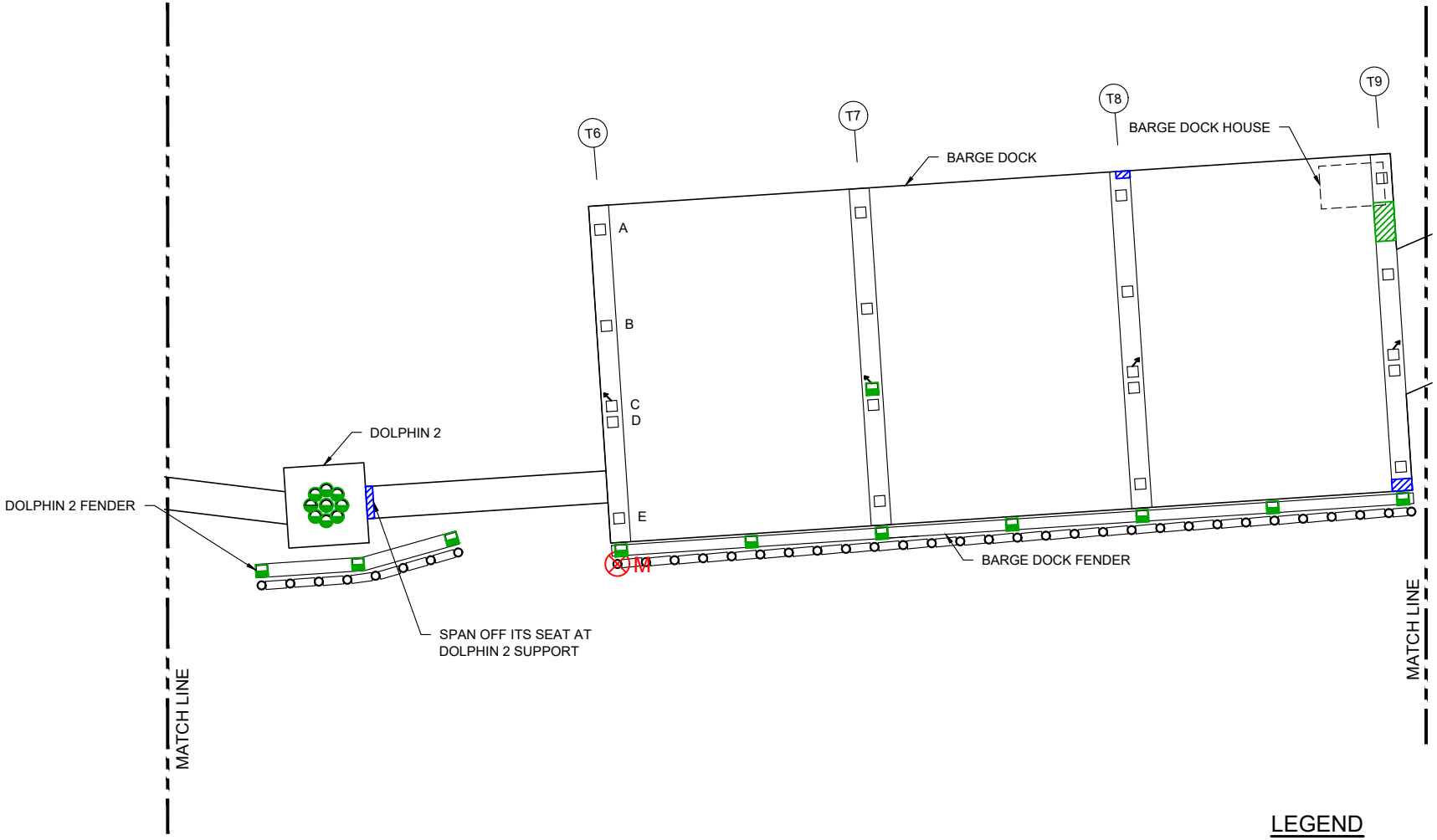


KEY PLAN

20' 0' 20' 40'

SCALE: 1"=20'

CITY OF PITTSBURG NRG DOCK		
Designed By: AC/JB	Date: MARCH 2021	File Number: 210353
INSPECTION RESULTS: BELOW DECK DAMAGE		FIGURE 1



LEGEND

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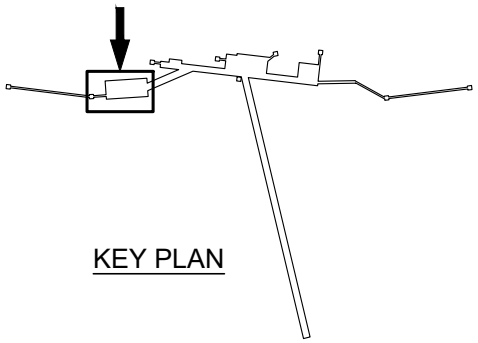
- MAJOR DAMAGE
- SEVERE DAMAGE
- M MISSING

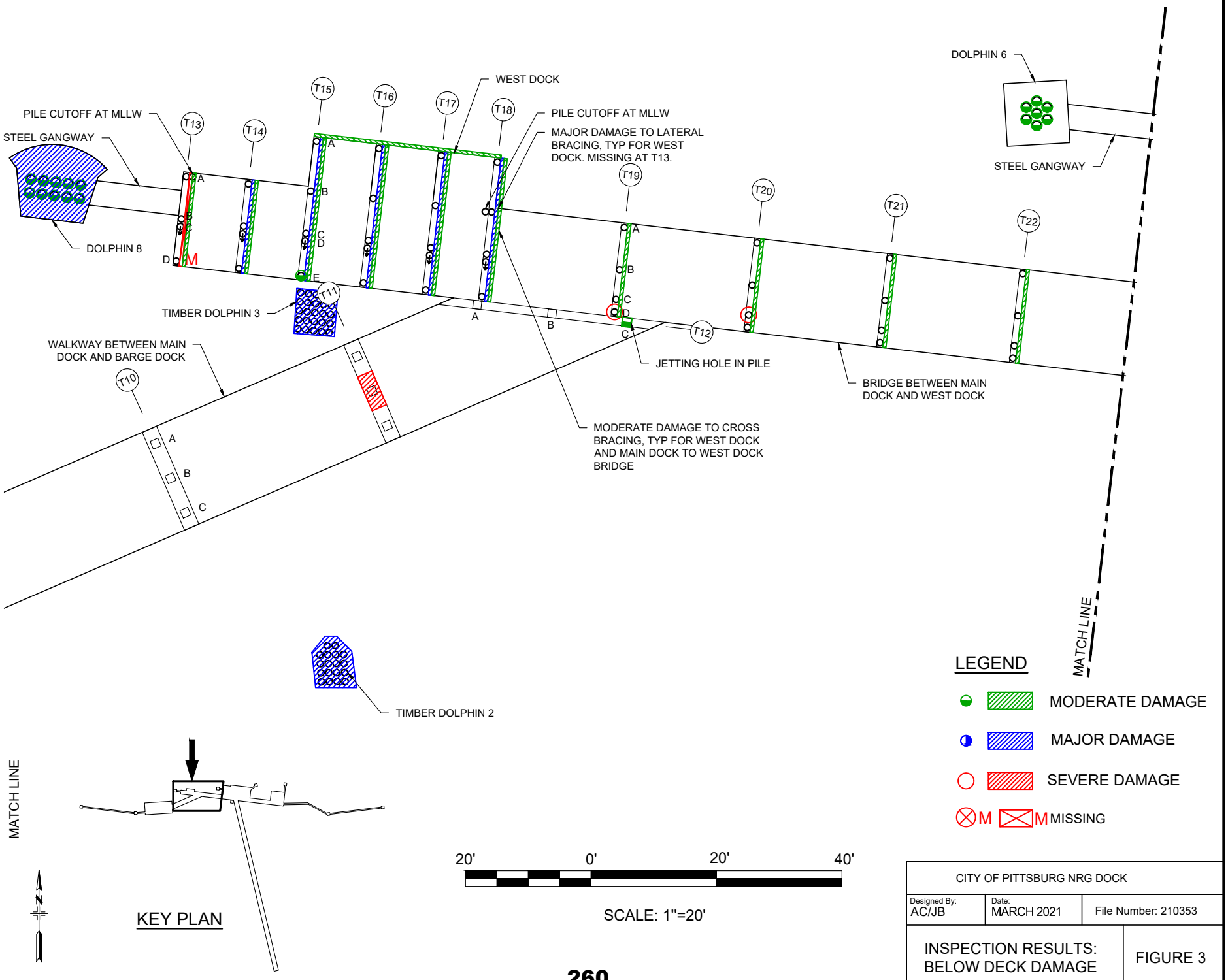


KEY PLAN

20' 0' 20' 40'

SCALE: 1"=20'

CITY OF PITTSBURG NRG DOCK		
Designed By: AC/JB	Date: MARCH 2021	File Number: 210353
INSPECTION RESULTS: BELOW DECK DAMAGE		FIGURE 2



CITY OF PITTSBURG NRG DOCK

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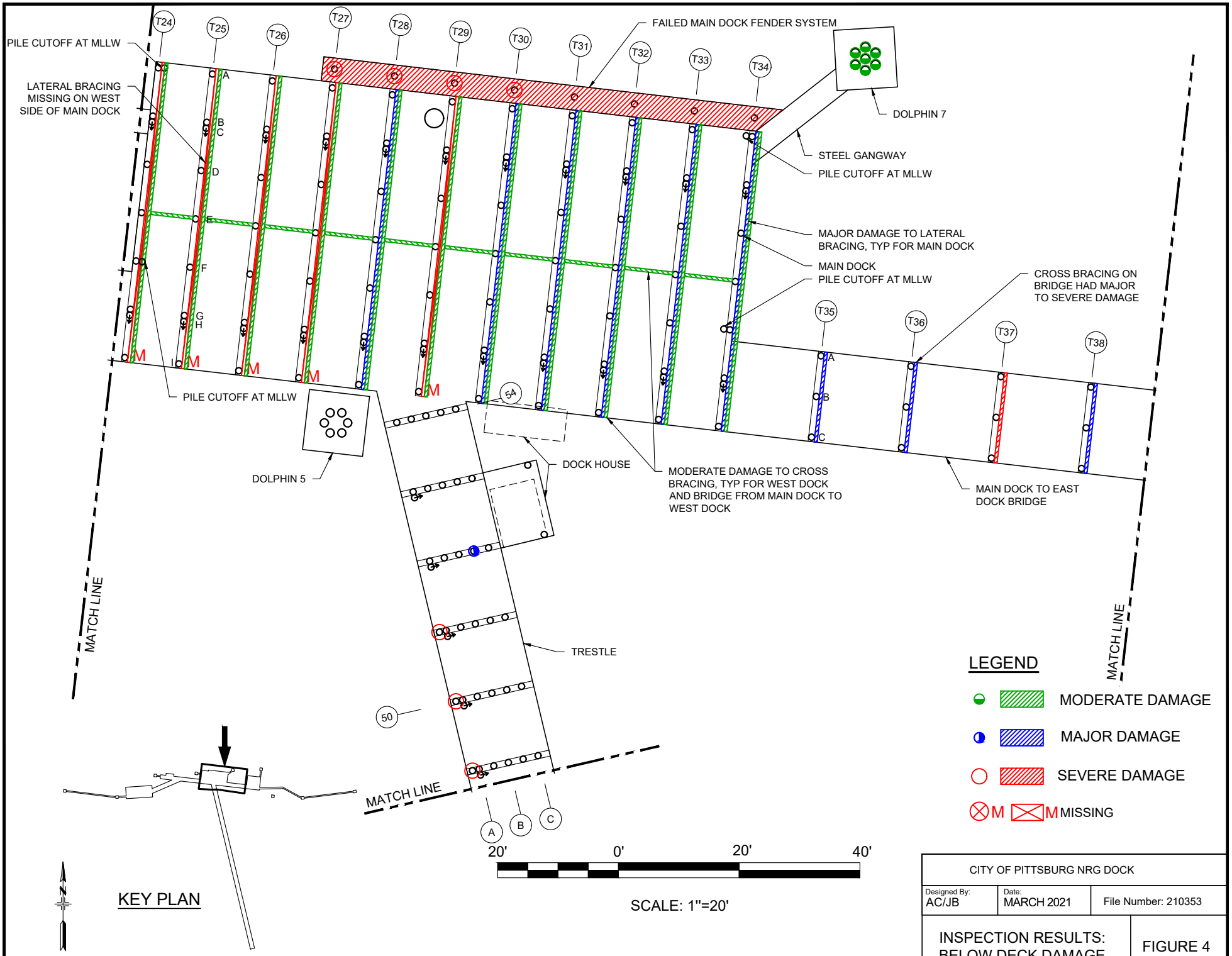
AC/JB	MARCH 2021	210353

INSPECTION RESULTS: BELOW DECK DAMAGE

FIGURE 3

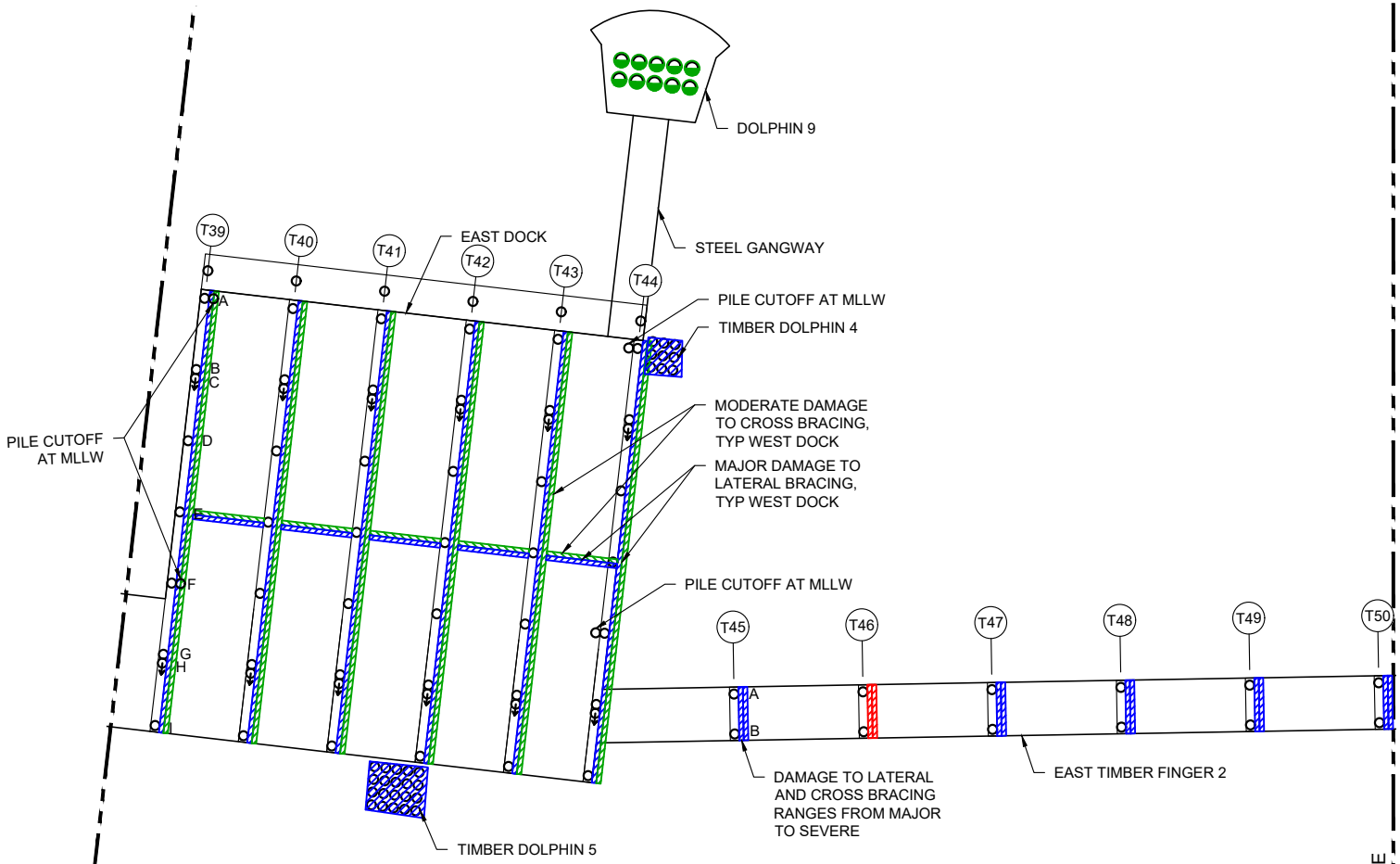


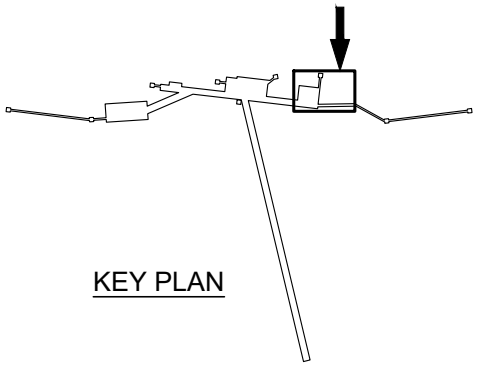
CITY OF PITTSBURG NRG DOCK

Designed By:	Date:	File Number:
AC/JB	MARCH 2021	210353

INSPECTION RESULTS: BELOW DECK DAMAGE

FIGURE 4





KEY PLAN

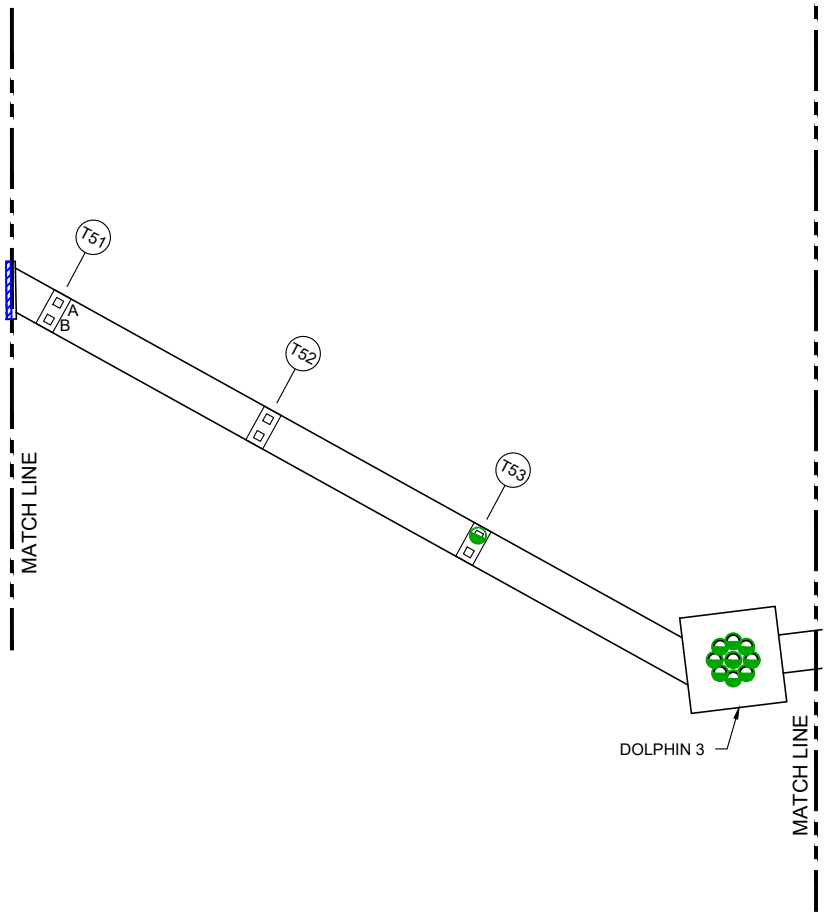
20' 0' 20' 40'

SCALE: 1"=20'

LEGEND

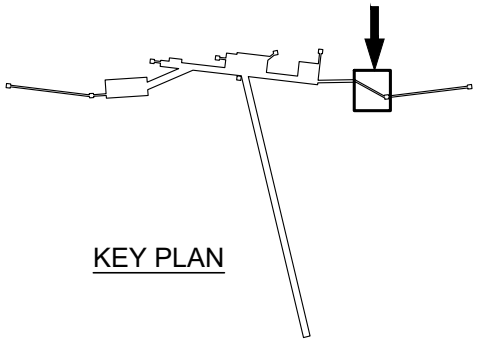
- MODERATE DAMAGE
- MAJOR DAMAGE
- SEVERE DAMAGE
- M M MISSING

CITY OF PITTSBURG NRG DOCK		
Designed By: AC/JB	Date: MARCH 2021	File Number: 210353
INSPECTION RESULTS: BELOW DECK DAMAGE		FIGURE 5



LEGEND

- MODERATE DAMAGE
- MAJOR DAMAGE
- SEVERE DAMAGE
- M M MISSING

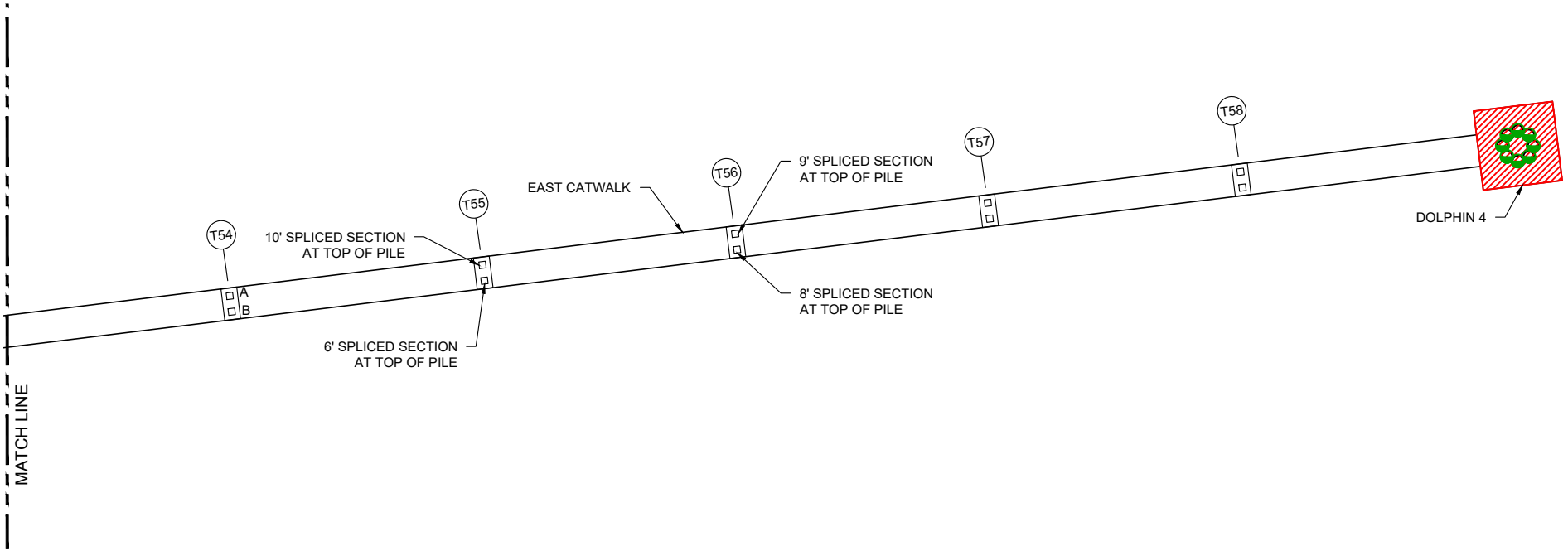


KEY PLAN

20' 0' 20' 40'

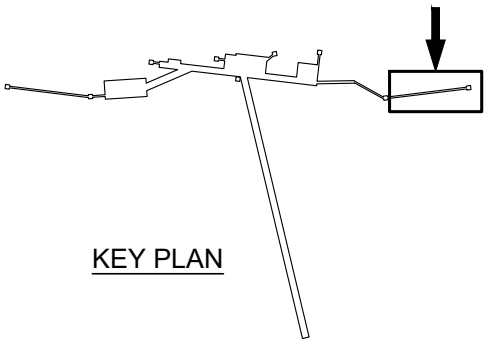
SCALE: 1"=20'

CITY OF PITTSBURG NRG DOCK		
Designed By: AC/JB	Date: MARCH 2021	File Number: 210353
INSPECTION RESULTS: BELOW DECK DAMAGE		FIGURE 6



LEGEND

- MODERATE DAMAGE
- MAJOR DAMAGE
- SEVERE DAMAGE
- M MISSING

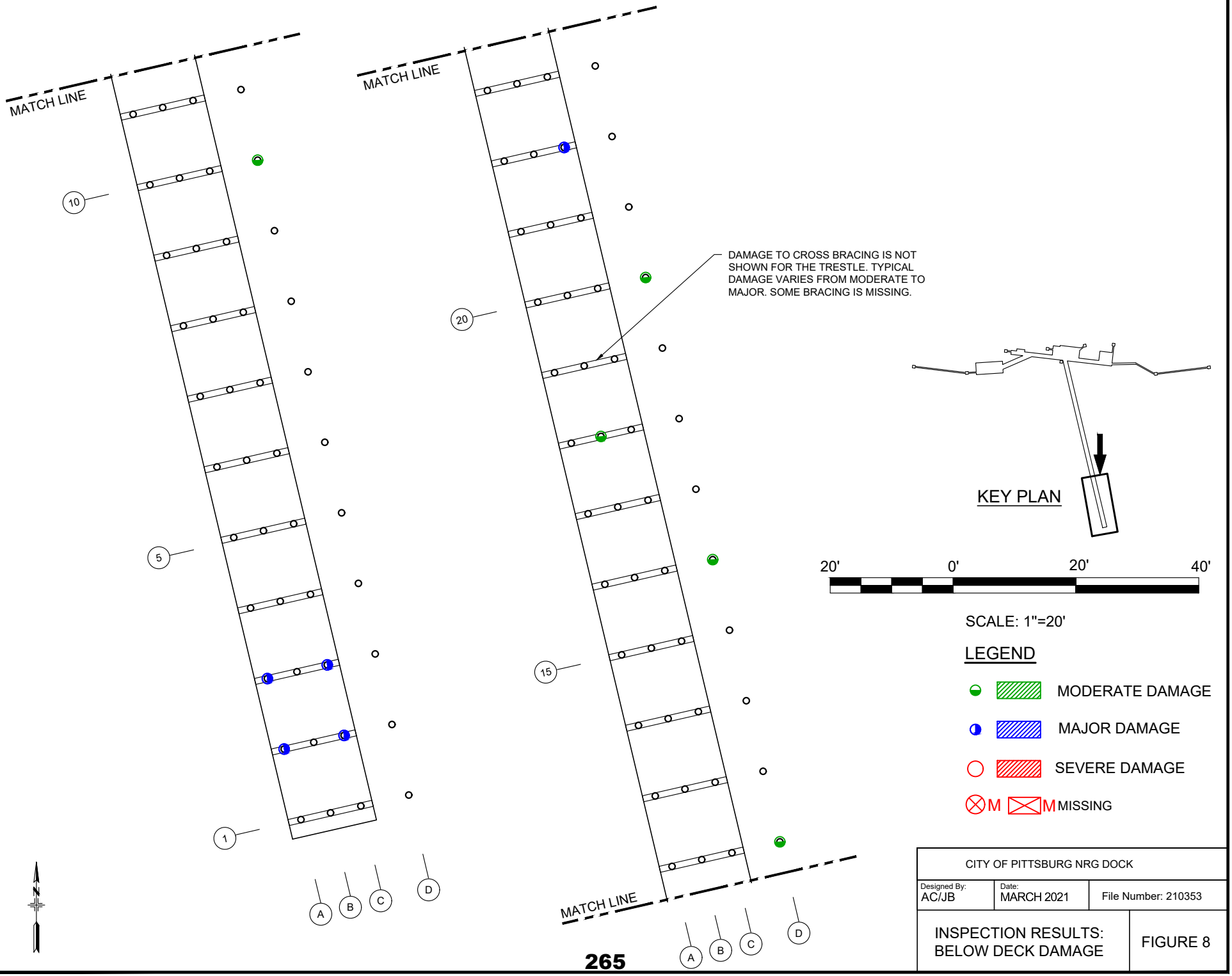


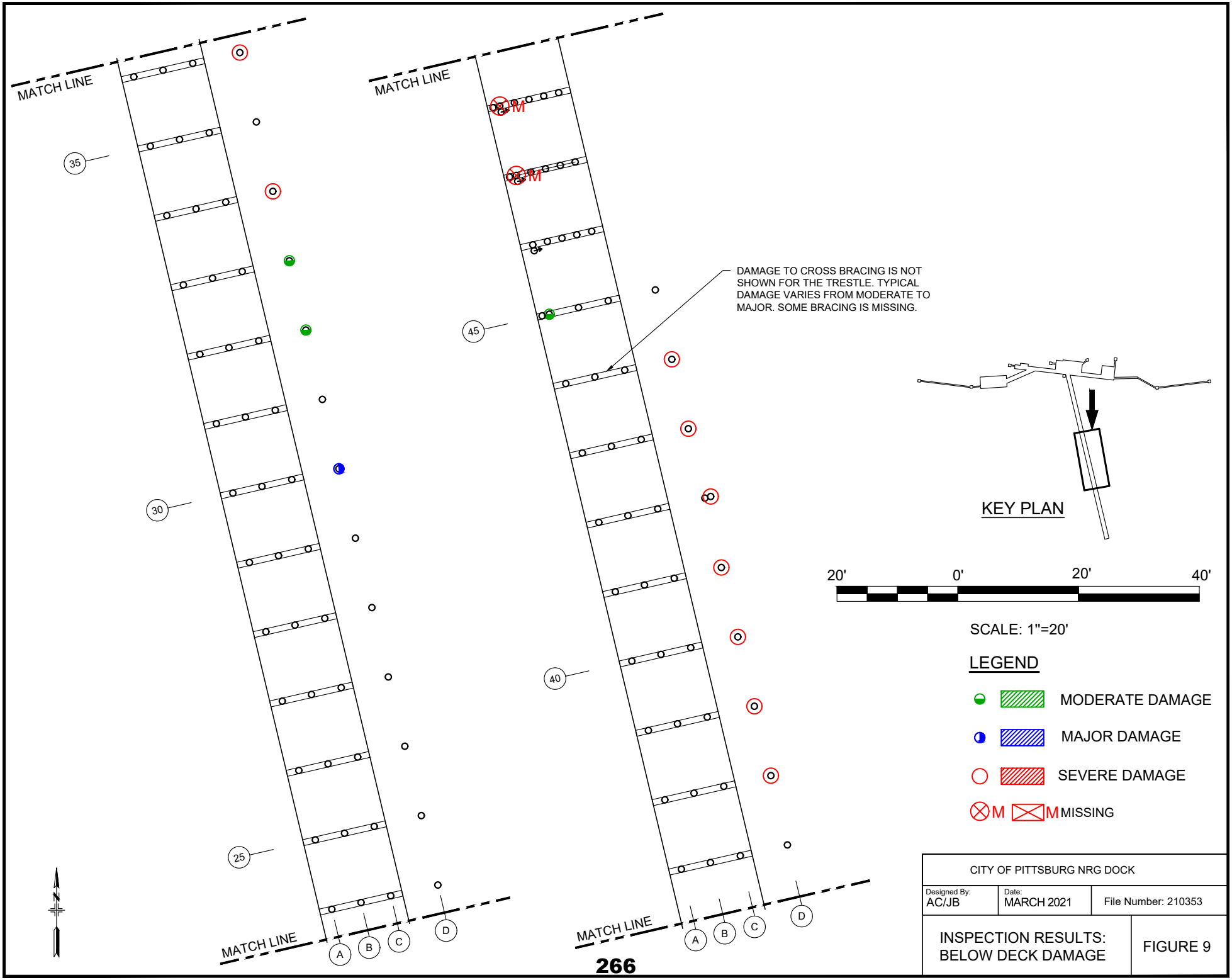
KEY PLAN

20' 0' 20' 40'

SCALE: 1"=20'

CITY OF PITTSBURG NRG DOCK		
Designed By: AC/JB	Date: MARCH 2021	File Number: 210353
INSPECTION RESULTS: BELOW DECK DAMAGE		FIGURE 7


MATCH LINE
MATCH LINE
10
5
1
20
15
A
B
C
D
A
B
C
D
MATCH LINE
DAMAGE TO CROSS BRACING IS NOT SHOWN FOR THE TRESTLE. TYPICAL DAMAGE VARIES FROM MODERATE TO MAJOR. SOME BRACING IS MISSING.
KEY PLAN
20'
0'
20'
40'
SCALE: 1"=20'
LEGEND
MODERATE DAMAGE
MAJOR DAMAGE
SEVERE DAMAGE
M
M
MISSING
CITY OF PITTSBURG NRG DOCK
Designed By: AC/JB
Date: MARCH 2021
File Number: 210353
INSPECTION RESULTS: BELOW DECK DAMAGE
FIGURE 8



266

CITY OF PITTSBURG NRG DOCK

Designed By:	Date:	File Number:
AC/JB	MARCH 2021	210353

INSPECTION RESULTS: BELOW DECK DAMAGE

FIGURE 9

Appendix C:
Cost Estimate

Pittsburg NRG Budget Estimate
Pittsburg, CA

Budget Estimate - Repair of Wharf
Date: Wednesday, March 17, 2021

	Description	Quantity	Unit	$/Unit	Total	Comments
1	Mobilization & Demobilization	1	LS	$307,120.10	$ 307,120.10	Mobilize & Demobilize all equipment and materials.
2	Remove and Replace Timber Decking	7260	SF	$ 95.43	$ 692,821.80	Timber decking that does not have concrete containment slab on top to be replaced.
3	Epoxy Inject Cracks in Concrete Containment Slab	5780	SF	$ 0.49	$ 2,832.20	Cracks in the containment slab needs to be injected with epoxy so water or other liquid does not seep through.
4	Remove and Replace Timber 6x12 Stringers	9442	LF	$ 52.72	$ 497,773.49	Although no damage was observed in the stringers, it is estimated 25% of stringers will need to be replaced when timber decking is removed.
5	Remove and Replace Timber 12x12 Pile Caps	1799	LF	$ 105.52	$ 189,795.24	Although no damage was observed in the pile caps, it is estimated 25% of pile caps will need to be replaced when timber decking is removed.
6	Remove and Replace Timber Piles	1800	LF	$ 123.81	$ 222,858.00	From inspection, 15 piles need to be replaced. A 15 pile contingency is included because piles were not inspected below water. Replacement piles shall be polyurea treated.
7	Remove and Replace 4x12 Lateral Bracing	2048	LF	$ 35.14	$ 71,966.72	All lateral bracing to be replaced.
8	Remove and Replace 4x12 Timber Cross Bracing	6000	LF	$ 36.54	$ 219,240.00	All cross bracing to be replaced.
9	Remove and Replace Timber Railing	332	LF	$ 6.71	$ 2,226.38	All railing in poor condition and an estimated 10% of the trestle railing to be replaced.
10	Prepped and Jacket Steel Piles on Dolphins	1168	LF	$ 756.40	$ 883,475.20	Due to significant corrosion in the splash zone, all steel piles should be jacketed in a Denso Seashield Fiber-Form jacket from -6 to +10 MLLW. Clean corroded area prior to jacketing the piles.
11	Clean and Replace Rebar and Place New Concrete	500	SF	$ 65.34	$ 32,670.00	Areas with exposed rebar shall be cleaned, rebar may need replacement, and new concrete to be placed. Areas on D8, Barge Dock, and structure between Barge Dock and Main Dock.
12	Remove timber dolphins	3	EA	$ 98,385.36	$ 295,156.08	Timber dolphins 1 (9 piles), 2 (25 piles), and 3 (16 piles) to be removed (total piles ~ 50 piles). Timber dolphins 4 & 5 to be left in place.
13	Furnish and Install 12' x 12' x 3' Concrete Dolphin	3	EA	$166,208.87	$ 498,626.61	Concrete dolphins to replace Timber Dolphins 1, 2, and 3. Assume 8 steel piles per dolphin.
14	Remove and Replace Fender System on Main Dock	1	EA	$ 89,514.29	$ 89,514.29	Replace 8 damaged timber piles with composite piles (80' length piles) and replace 70' of a spring waler system.
15	Dredging	75000	CY	$ 17.25	$ 1,293,750.00	Dredging the outside face of the wharf to the shipping channel. Rough estimate with the assumption that the dredged area is 1000'x400'x5'.
16	Replace Lower Fender Panels	2	EA	$ 31,931.57	$ 63,863.14	Replace entire lower fender panel system on Dolphins 6 & 7.
17	Repair Higher Fender Panels	2	EA	$ 31,931.57	$ 63,863.14	Repair higher fender panel system (weight chains, etc.) on Dolphins 8 & 9
18	Replace Damaged Dock Mooring Features (Lights/Ladders/Landing/Cleats, etc.)	13328	SF	$ 21.87	$ 291,472.43	Replace all damaged wharf features typical of a marine terminal including: lights, bollards and cleats, dock ladders, landings, etc. It is estimated that 50% of dock mooring features will need to be replaced.
19	Remove and Replace 12'x12'x3' Cast-in-place Concrete Cap	1	EA	$ 86,429.07	$ 86,429.07	Dolphin 4 Cap to be removed and replaced. Piles to remain and be reused.
	TOTAL				**$ 5,805,453.88**	

Pittsburg NRG Budget Estimate
Pittsburg, CA

Budget Estimate - Full Replacement of Wharf with Concrete
Date: Wednesday, March 17, 2021

	Description	Quantity	Unit	$/Unit	Total	Comments
1	Mobilization & Demobilization	1	LS	$ 281,585.45	$ 281,585.45	Mobilize & Demobilize all equipment and materials.
2	Demolish Existing Timber Wharf & Timber Dolphins	22455	SF	$ 46.87	$ 1,052,465.85	Demolish timber wharf including all apurtenances, structures, and piles.
3	Demolish Existing Concrete Wharf & Concrete Dolphins	6056	SF	$ 88.02	$ 533,049.12	Demolish concrete wharf including the loading docks, catwalks, apurtenances, structures, and piles.
4	Remove and Reinstall Existing Steel Gangway	288	SF	$ 32.22	$ 9,279.36	Remove and reuse steel gangways.
5	Demolish Existing Timber Dolphin	5	EA	$ 48,377.72	$ 241,888.60	Remove Timber Dolphins 1-5.
6	Demolish Existing Concrete Dolphin	9	EA	$ 70,366.15	$ 633,295.35	Remove Dolphins 1-9.
7	Dredging	75000	CY	$ 15.82	$ 1,186,500.00	Dredging the outside face of the wharf to the shipping channel. Rough estimate with the assumption that the dredged area is 1000'x400'x5'.
8	Furnish and Install 12' x 12' x 3' Concrete Dolphin	10	EA	$ 152,381.66	$ 1,523,816.60	Replace Dolphins 1-7 and Timber Dolphins 1, 2, & 3 with 12' x 12' x 3' concrete dolphins. Dolphins supported by 16" dia. steel piles (assuming 8 piles per dolphin).
9	Furnish and Install 12' x 12' x 7' Concrete Dolphin	2	EA	$ 200,201.54	$ 400,403.08	Replace Dolphins 8&9 with 12' x 12' x 7' concrete dolphin. Dolphins supported by 16" dia. steel piles (assuming 8 piles per dolphin).
10	Furnish and Install Plumb 24" Octagonal Precast Concrete Pile	165	EA	$ 18,757.92	$ 3,095,056.80	Furnish and drive 24" octabonal pre-cast concrete piling. Drive piles plumb. Assume 100 LF length.
11	Furnish and Install Battered 24" Octagonal Precast Concrete Pile	26	EA	$ 20,390.67	$ 530,157.42	Furnish and drive 24" octabonal pre-cast concrete piling. Drive piles at batter. Assume 100 LF length.
12	Construct 4' Wide Precasted Prestressed Concrete Double Tee Catwalks with 2'x2' Pile Caps at 32' O.C.	1856	SF	$ 44.35	$ 82,313.60	Form, install reinforcing, place, strip 3' x 3' pile caps at 32' OC. Supply and install 4' x 157' precast, prestressed catwalk with handrail.
13	Construct 10" Reinforced, Cast-in-Place Concrete Deck with 3' x 3' Cap Beams	26655	SF	$ 143.85	$ 3,834,321.75	Form, install reinforcing, place, strip a 10" cast-in-place concrete dock with 3' x 3' pile cap beams.
14	Furnish and Install 30" Ductile Iron Pipe	630	LF	$ 441.87	$ 278,378.10	Furnish and install 30" D.I.P. gas pipeline.
15	Furnish and Install 36" Ductile Iron Pipe	630	LF	$ 560.53	$ 353,133.90	Furnish and install 36" D.I.P. gas pipeline.
16	Crane and Hose Rack	1	EA	$ 4,461.82	$ 4,461.82	Furnish and install crane and hose rack.
17	Supply & Install Dock Mooring Features (Lights/Fenders/Bollards/Ladders, etc.)	26655	SF	$ 8.16	$ 217,504.80	Supply and install wharf features typical of a marine terminal including: lights, bull-rail, fenders, bollards and cleats, dock ladders, etc.
	TOTAL				**$ 14,257,611.60**	

Pittsburg NRG Maintenance Estimate
Pittsburg, CA

Budget Estimate - Maintenance of Wharf following Repair Project
Date: Friday, April 2, 2021
*Note: Maintenance estimate is based on approximate levels of damage assumed at a future date. The unit price of each line item is based of materials and labor costs in 2021.

	Description	Quantity	Unit	$/Unit	Total	Comments
1	Mobilization & Demobilization	1	LS	$ 50,000.00	$ 50,000.00	Mobilize & Demobilize all equipment and materials. (Assume 10% of total repair costs)
2	Timber Piles - Assuming that each pile is 70' and treated with polyurea	14	EA	$ 8,666.70	$ 121,700.00	Assume replacement of 3% of timber piles
3	Timber Pile caps	100	LF	$ 105.52	$ 10,552.00	Assumes replacement of 3% of pile caps
4	Timber Stringers	300	LF	$ 52.72	$ 15,816.00	Assumes replacement of 3% of stringers
5	Timber Bracing	300	LF	$ 105.52	$ 31,656.00	Assumes replacement of 3% of bracing
6	Timber Decking	400	SF	$ 123.81	$ 49,524.00	Assumes replacement of 5% of decking
7	Timber Railing	100	LF	$ 35.14	$ 3,514.00	Assumes replacement of 5% of railing
8	Concrete Structures	200	SF	$ 65.34	$ 13,068.00	Contingency included, unsure if any repairs to concrete will be needed
9	Steel Piles	40	LF	$ 756.40	$ 30,256.00	Assume replacement of 3% of steel pile jackets
10	Maintenance of utlities and above deck fire protection	1	LS	$ 30,000.00	$ 30,000.00	Contingency included to maintain utilities and above deck fire protection
12	Replace Damaged Dock Mooring Features (Lights/Ladders/Landing/Cleats, etc.)	600	SF	$ 21.87	$ 13,122.00	Assumes replacement of 2% of mooring features
14	Dredging	X	CY	$ 17.25		Depending on how much infill and intended use, therefore, not included in this estimate.
	Estimate does not include inflation which could run 2.5-3% per annum.					
	CONSTRUCTION TOTAL				**$ 370,000.00**	
	Engineering Design Fee (10%)				$ 37,000.00	Assume Engineering Design Fee is 10% of the total construction fee.
	Permitting Fees (10%)				$ 37,000.00	Assume Permitting Fees are 10% of the total construction fee.
	Contingency (25%)				$ 92,500.00	Assume a contingency of 25% of the total construction fee.
	PROJECT TOTAL				**$ 536,500.00**	

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: August 1, 2022

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

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

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

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

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

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

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Section 54956.9(d)(4)

Number of cases: one

City Attorney Mooney stated there was no reportable action for Item 1 in Closed Session.

City Attorney Mooney stated the City Council voted 4-0 to approve the initiation of litigation against the Monsanto entities with regard to PCB's joining with other public agencies within the County including the County itself as plaintiff under a contingency fee arrangement with an outside attorney. The City Council directed the City Attorney to place on the agenda for a future meeting a legal services agreement to retain an outside attorney. As required by the Brown Act the legal action and the defendants and other particulars shall be disclosed to anyone on request after the litigation has formally commenced if not sooner.

ROLL CALL

Member Banales was absent and excused.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATIONS

3. National Night Out

PRESENTATIONS

4. Phase 1 Summary Report for My Brothers Keeper (MBK) Initiative

The following spoke in favor of the program:

Duane Smith, Pittsburg
Laura Rodriguez, Pittsburg
Heliodoro Moreno, Jr., Pittsburg

CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on upcoming City events.

PUBLIC COMMENTS

Bruce Ohlson, Pittsburg, commented a speaker at the last meeting and issues with her water bill.

COMMITTEE REPORTS

Member Craft attended the Tri-Delta Transit meeting.

CITY COUNCIL MEETING

CONSIDERATION

5. Adoption of City Council Resolution to Approve a Contract Amendment No. 7 to the Delta Diablo Street Sweeping Contract

Bruce Ohlson, Pittsburg, commented on street sweeping in bicycle lanes.

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

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

6. Adoption of a City Council Resolution Authorizing the Ongoing Purchase of Accela Licenses for Staff

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

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

CONFLICT OF INTEREST STATEMENT

There were no conflicts of interest statements.

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

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

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

7. Minutes of July 18, 2022

8. Adoption of a Pittsburg Power Company Resolution Approving the 2021 Annual Power Source Disclosure Report to the California Energy Commission

9. Adoption of a City Council Resolution to Allocate Funds and Accept the Clean California Grant for Design and Construction of the Living Green Pittsburg - Trail and Community Outreach Project

10. Adoption of City Council Resolution Allocating Additional Funds and Awarding a Purchase Contract for a New 2022 Titan Combination Jet/Vacuum Sewer Cleaner Truck

11. Adoption of a City Council Resolution to Authorize City Manager to Execute a Contract for Water Treatment Plant Chemical Supply – Liquid Chlorine

12. Adoption of a City Council Resolution to Authorize City Manager to Execute a Contract for Water Treatment Plant Chemical Supply – Sodium Hydroxide

13. Adoption of a City Council Resolution Approving a Consultant Services Agreement with William K. Faisst, Consulting Engineer, Inc. (WKFCE) for Staff Augmentation - Water Treatment Plant Filter Gallery Replacement

14. Adoption of a City Council Resolution Approving the Termination of 401(a) Plan #107079 Between Mission Square and the City of Pittsburg

15. Adoption of a City Council Resolution Approving the Terms and Conditions of

Employment for IBEW Union, Local 1245 for the Period July 1, 2022 through June 30, 2025

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Vice-Mayor Scales-Preston attended the Clean California and Living Greens trail events. She also attended the First Baptist Church 102nd Anniversary celebration.

Member Craft announced that Vice-Mayor Scales-Preston was appointed Chair of the Cal Cities East Bay Division. She also noted a youth soccer group held a tournament at Highland Park over the weekend and was upset at the amount of garbage left behind.

ADJOURNMENT

The City Council adjourned at 9:20 P.M. to August 15, 2022.

Respectfully submitted,

Alice E. Evenson, City Clerk

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Enter into a Contract with Contra Costa County Workforce Development Board for Future Build Cohorts 22 and 23 and Establishing the Future Build Budget for Fiscal Year 2022-2023

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

The Pittsburg Power Company (PPC) proposes to enter into a $250,000 contract (Contract 18-466-1) with Contra Costa County Workforce Development Board (WDB) for Future Build Cohorts 22 and 23 for July 1, 2022 through June 30, 2023 and establish the Future Build Budget for fiscal year 2022-2023.This new contract (18-466-1 is an extension of the just expired contract (18-466-0).

FISCAL IMPACT

PPC was awarded a twelve-month, $250,000 contract from WDB which will be used to reimburse PPC for payments made for efforts associated with the Future Build Program, Project No. 5910.

The Future Build budget for fiscal year 2022-2023 is $523,610 which includes $250,000 from WDB. The difference of $273,610 will be funded by grants previously received and accepted by PPC and revenue generated from services provided which have been placed in PPC's Fund Balance.

No City General Fund, including Measure M, is used to operate Future Build in Fiscal Year 2022-2023.

RECOMMENDATION

PPC Board adopt the Resolution authorizing the Executive Director to enter into Contract 18-466-1 for Cohort 22 for July 1, 2022 through December 31, 2022 and Cohort 23 for January 1, 2023 through June 30, 2023 and establish the Future Build budget for fiscal year 2022-2023. It is recommended that the Executive Director be authorized to take any and all administrative actions to ensure that the funds are utilized appropriately by Future Build.

BACKGROUND

Future Build is a partnership of the PPC, WDB, Pittsburg Adult Education Center (PAEC), Environmental Protection Agency (EPA), Contra Costa Building and Construction Trades Council, GRID Alternatives, Northern California Laborers Training, San Francisco Foundation, California Workforce Trades Initiative, Y & H Soda Foundation, Rubicon, and Open Opportunities, Inc. (OOI) to provide low income East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation. Each training session is referred to as a cohort.

Future Build's managing partner and fiscal agent is the PPC. OOI provides case management and day to day program supervision and administration of the skill-based instructional staff. PAEC provides the general academic and life skills instruction. Northern California Laborers provide the solar and safety training. The Contra Costa Building and Construction Trades Council provides tools and instruction from its member trade unions as well as general orientations into the construction related trades. GRID Alternatives provides solar installation training while providing local lower income area residents with free solar panels.

PPC and WDB have been partnering to provide Future Build training since 2012 and have completed 21 successful cohorts.

SUBCOMMITTEE FINDINGS

This item was not discussed in a subcommittee.

STAFF ANALYSIS

Future Build provides a life changing experience for the trainees that leads to reengagement in the workforce and post-secondary educational opportunities. Pre-apprenticeship training, classroom and laboratory are combined in practical applications in the field. The practical applications can also be referred to as "community benefit projects". Community benefit projects are where the trainees exercise what they have learned by improving facilities in public housing projects, solar installations of homes for low income residents, schools, and public recreational facilities such as parks. Some of Future Build's efforts include rehabilitation of the restrooms at the community meeting room at Buchanan Park, construction of raised planting beds at the Los Medanos Community Healthcare District Community Garden, fence repairs at Small World Park, rehabilitation of a modular unit at the golf course and rehabilitation of the structure at the shooting range facility for the Pittsburg Police Department.

PPC proposes to enter into Contract Number 18-466-1 for Cohort 22 for July 1, 2022 through December 31, 2023 and Cohort 23 for January 1, 2023 through June 30, 2023, whereby WDB will reimburse PPC up to $250,000 for Future Build's program. Funding from outside sources such as WDB, EPA, California Workforce Trades Initiative, the aforementioned foundations, and Rubicon enable PPC to continue Future Build's program and help those individuals interested in a career in the construction and solar industries.

Future Build's current curriculum includes health monitoring, face masks, social distancing, hand sanitizing stations and online learning where required. Cohorts are also incorporating best practices such as staggered start times and smaller group instruction as well as outdoor classrooms. Future Build Trainees are vaccinated.

	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
Admission	40	34	46	39	38
Graduation	38	31	46	38	36
Success Rate	95%	91%	100%	97%	95%

Future Build has a high graduation rate and in the last five years, the graduation rate has been no lower than 91%. The average wage earned by a Future Build graduate is $19.52 per hour. Continuance of the Future Build program will improve the quality of life of its participants because they will receive improved skills and potentially an increase in wages upon graduation.

ATTACHMENTS: Resolution
Contract 18-466-1

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Authorizing the Executive Director to Enter into A Contract with Contra Costa County Workforce Development Board for Future Build Cohorts 22 And 23 and Establishing the Future Build Budget For Fiscal Year 2022-2023	RESOLUTION NO. 22-

WHEREAS, the Future Build Program (Future Build) is a partnership of the Pittsburg Power Company (PPC), Contra Costa Workforce Development Board (WDB), Pittsburg Adult Education Center, Environmental Protection Agency (EPA), Contra Costa Building and Construction Trades Council, GRID Alternatives, Northern California Laborers Training, San Francisco Foundation, California Workforce Trades Initiative, Y & H Soda Foundation, Rubicon, and Open Opportunities, Inc. to provide East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation; and

WHEREAS, Future Build's managing partner and fiscal agent is the PPC; and

WHEREAS, PPC and WDB executed the initial contract in April 2012. PPC and WDB executed subsequent contracts in the following years, continuing the funding for the Future Build Program; and

WHEREAS, PPC proposes to enter into a new contract (Contract 18-466-1) with WDB for Future Build's Cohort 22 for July 1, 2022 through December 31, 2022 and Cohort 23 for January 1, 2023 through June 30, 2024 to include an allocation of $250,000 which will be used to reimburse PPC for payments made for efforts associated with the Future Build Program; and

WHEREAS, the Future Build budget for fiscal year 2022-2023 is $523,610 which includes $250,000 from WDB. The difference of $273,610 will be funded by grants previously received and accepted by PPC and revenue generated from services provided which have been placed in PPC's Fund Balance; and

WHEREAS, Future Build's current curriculum includes health monitoring, face masks, social distancing, hand sanitizing stations and online learning where required. Cohorts are also incorporating best practices such as staggered start times and smaller group instruction as well as outdoor classrooms. Future Build trainees are vaccinated.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby authorizes the Executive Director to enter into Contract 18-466-1 with Contra Costa County Workforce Development Board for Future Build Cohorts 22 and 23 and establishes the Future Build budget of $523,610 for fiscal year 2022-2023.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 15th day of August 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number: 18-466-1
Fund/Org: 5608
Account: 2310
Other: W08
AL: 17.258

1. **Contract Identification**.

   Department: Employment and Human Services

   Subject: Pre-Apprenticeship Construction Program for Workforce Innovation and Opportunity Act (WIOA) Eligible Clients

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

   Contractor: Pittsburg Power Company

   Capacity: Public Entity

   Address: 65 Civic Avenue, Pittsburg, CA 94565

3. **Term.** The effective date of this Contract is July 1, 2022. It terminates on June 30, 2023 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed

   $ 250,000.00.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

   N/A

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number: 18-466-1
Fund/Org: 5608
Account: 2310
Other:
AL: 17.258

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

California Government Code section 26227

10. **Signatures**. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chair/Designee	By: _____ Deputy

CONTRACTOR

Signature A	Signature B
Name of business entity: Pittsburg Power Company, a Public Entity	Name of business entity: Pittsburg Power Company, a Public Entity
By: _____ (Signature of individual or officer)	By: _____ (Signature of individual or officer)
Holland Barrett White, Chairman of the Board (Print name and title A, if applicable)	Garrett Evans, Secretary of the Board (Print name and title B, if applicable.

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

Contra Costa County
Standard Form L-2
Revised 2014.2

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services – Long Form)

Number: 18-466-1

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Signature of Notary Public

Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

Contra Costa County
Standard Form L-2
Revised 2014.2

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services – Long Form)

Number: 18-466-1

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Signature of Notary Public

Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

PAYMENT PROVISIONS Number 18-466-1
(Cost Basis Contracts - Long and Short Form)

1. Payment Basis. Subject to the Payment Limit, payments to Contractor for all services provided for County under this Contract shall only be for allowable costs that are actually incurred in the performance of Contractor's obligations under this Contract.

2. Payment Amounts. Subject to later adjustments in total payments as provided below and subject to the Payment Limit of this Contract, County will pay Contractor as full compensation for all services, work, expenses or costs provided or incurred by Contractor:
[Check one alternative only]

☐ a. $ monthly, or
☐ b. $ per unit, as defined in the Service Plan, or
☒ c. An amount equal to Contractor's allowable costs that are actually incurred each month, but subject to the "Budget of Estimated Program Expenditures" included in the Service Plan.
☐ d. As set forth in Paragraph 1. of the Service Plan.

3. Allowable Costs. Contractor's allowable costs are only those which are determined in accordance with:

[Check applicable alternative]

☐ a. Such State regulations and documents as are set forth in the Service Plan regarding accounting guidelines, including standards for determining allowable or non-allowable costs.

☐ b. Department of Health and Human Services Administration of Grants Federal Regulations Title 45 Part 74 including any amendments thereto and the applicable Subpart listed hereunder; and other documents specified in the Service Plan regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth in the Service Plan for determining the allowability of selected items of costs of providing the services. Place a checkmark next to the applicable subsection.

☐ (1) Federal Management Circular A-87, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.
☐ (2) OMB Circular A-122, including any amendments to the Circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by nonprofit organizations (other than government agencies, educational institutions, and hospitals).
☐ (3) 41 CFR Subpart 1-15.2 shall be used for profit organizations other than hospitals.
☐ (4) OMB Circular No. A-21, including any amendments to the Circular published in the Federal Register by OMB shall be the principles to be used for determining allowable costs by educational institutions (other than for-profit institutions).
☐ (5) Appendix E Subpart Q Section 74.173 shall be used for determining costs of research, development work, and other activities for determining allowable costs.

Initials: _____ _____
Contractor County Dept.

☒ c. Part IV Department of Labor, Employment and Training administration, 20 CFR Part 674, Section 674.402 and any amendments thereto; and California Department of Aging Title V Operations Handbook, 1987, Section 505.4 and any amendments thereto.

4. Payment Demands. Contractor shall submit written demands on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of said payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 2. (Payment Amounts) above.

5. Penalty for Late Submission. If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 4. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

6. Right to Withhold. County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

7. Cost Report and Settlement. No later than forty-five (45) days following the termination of this Contract, Contractor shall submit to County a cost report in the form required by County, showing the allowable costs that have actually been incurred by Contractor under this Contract. If the cost report shows that the allowable costs actually incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the payment limit of this Contract, County will remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the contract payment limit. If the cost report shows that the payments made by County exceed the allowable costs actually incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.

8. Audits. The records of Contractor may be audited by the County, State, or United States government, in addition to any certified cost report or audit required by the Service Plan. Any certified cost report or audit required by the Service Plan shall be submitted to County by Contractor within such period of time as may be expressed by applicable state or federal regulations, policies or contracts, but in no event later than 18 months from the termination date of this Contract. If such audit(s) show that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then Contractor shall pay County within 30 days of demand by County any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then County agrees to pay Contractor any such excess amount, provided that payments made, together with any such excess payment, may not exceed the contract payment limit.

Initials: _____ _____
Contractor County Dept.

9. **Audit Exceptions**. In addition to its obligations under Paragraph 8. (Audits) above, Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____ _____
Contractor County Dept.

I. Purpose

The purpose of this Contract is to establish the responsibilities of Pittsburg Power Company (Contractor) and the Contra Costa County Employment and Human Services Department (EHSD or County) on behalf of the Workforce Development Board of Contra Costa County (WDBCCC). The Contractor will manage and implement a pre-apprenticeship construction program targeting low-income underserved individuals in East Contra Costa County. This Contract was awarded to Pittsburg Power Company through Request for Proposal (RFP) #1176.

II. Contractor Obligations

During the term of this Contract, the Contractor will provide the following services:

A. Program Regulations. Contractor will administer and operate a pre-apprenticeship construction program for individuals that meet the criteria for Workforce Innovation and Opportunity Act (WIOA) Adult Program eligibility as outlined in the WIOA legislation of 2014 and provide effective programmatic and administrative oversight of the same.

B. Program Overview. Contractor's service activities will focus on providing services to individuals with barriers to employment who are interested in developing practical job and life skills to better equip them to succeed in their educational and career endeavors. Contractor will provide eligible participants who encounter multiple barriers to employment with a network of services and support that facilitate access to and success in academic and career preparation.

C. Project Management. Elements of Contractor's Project/Management Program will include:

1. Working with identified key partners to complete training design details that address high school credit deficiencies, General Equivalency Diploma (GED) preparation, and pathways to post-secondary options including Registered Apprenticeships. Either Contractor or the WDBCCC will identify these key partners.
2. Adoption and integration of the Building Trades Multi-Craft Core Curriculum (MC3) into program design and service delivery.
3. Adhering to the terms of the signed Memorandum of Understanding (MOU) between the Building Trades Council and Contractor for use of MC3.
4. Establishing collaborative processes among partnering entities.

D. Service Levels. Contractor will continue to serve existing WIOA enrolled participants and will enroll and serve a minimum of forty (40) new WIOA eligible adult participants (target age 18-30 years old) in East Contra Costa County. Only enrolled Adult Program participants engaged in legitimate WIOA activities will count toward service levels.

E. Direct Service Elements. Contractor will provide the following direct services to all eligible WIOA Adult Program participants. Direct Service Elements include:

1. Recruitment of participants and related, outreach, and orientation.

Initials:_____ _____
Contractor County

2. Eligibility determination and enrollment in the Program of at least forty or more (40+) individuals, who are receiving public assistance or otherwise meet eligibility requirements under the WIOA Adult definition.
3. Objective Assessment of each participant's academic level, skill levels, employment barriers and service needs. The assessment should include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs. Contractor will conduct pre-employment and post-employment assessments using the tools designated by local, state, and federal policy. Contractor must use assessment tools approved by the Department of Labor (DOL), the California Employment Development Department (EDD) and/or the WDBCCC.
4. Develop individual employment plans that will identify an employment also an educational goal.
5. Provision of sixteen (16) week pre-apprenticeship training courses to all eligible participants in the building trades, solar theory, construction and installation.
6. Delivery of the full-scope of the Multi-Craft Core Curriculum (MC3).
7. Classroom training combined with on- the- job training (OJT)/work-based learning (WBL) resulting in the opportunity for participants to earn industry-recognized certificates after completion of program.
8. Training that follows the 75/25 approach for instruction: student will be engaged in hands-on learning 75% of the time and 25% of the time will be in lecture, group discussion or virtual/workbook exercises.
9. Practical hands-on work will be provided by supervised on-site work at various East County locations providing hands on learning experience and a community benefit.
10. Training referrals including basic skills remediation, GED preparation, contextualized English as Second Language (ESL), if the program does not directly provide these services.
11. Educational and pre-vocational services that prepare individuals to meet the entry requisites of one or more Registered Apprenticeship (RA) program as described by DOL. These services can also meet the entry requisites for job search seminars and job development workshops.
12. Offer employment referrals to Program participants.
13. Help with and provide job placement and tracking.
14. Supportive services such as transportation assistance, childcare assistance, work-related tools, or any other supportive service that is allowable under WIOA (these services may be provided through referrals).
15. Information and referral services, including resources for additional assessment to all eligible participants' regardless of enrollment status. This will include information on services available through the local America's Job Center of California (AJCC) Career Centers, Contractor partners or other service providers and referrals to appropriate training and educational programs.

Initials:_____ _____
Contractor County

16. Post Program follow-up services as appropriate for a minimum of one (1) year including provision of support services, referrals to other resources, employment retention services, and additional job search assistance.

F. Reporting Requirements.

1. Management Information System Information/Tracking. Contractor will create and maintain a case file for every WIOA Program participant, which will include information on and documentation required by WIOA, EDD or WDBCCC. Contractor will use the CalJOBS System (electronic case management system) to record all Program activities, services and outcomes. Contractor will make sure participant information in the CalJOBS System is current and accurate at all times.
2. Presentation to the Board. Contractor will present an in-person report to the WDBCCC Full Board or to an appropriate Committee, as determined by WDBCCC, at least once during the Contract term.
3. Quarterly Reports. A written participant information quarterly report summarizing the previous quarter's services/activities will be provided to WDBCCC staff no later than the 20th of the following month of when quarter ends, including:
   a. Number of active enrollments;
   b. Number of participants receiving follow-up services;
   c. Documentation of referral to partner agencies; and
   d. Number of partnerships in place.
4. Additional Monthly Reporting Requirements. Additional monthly reports may be required by the WDBCCC. WDBCCC staff and Contractor will coordinate presentation format and timelines for additional reports.

G. Partnerships.

1. Contractor will support current partnerships and seek the development of new partnerships to provide the best possible array of services to participants. Contractor will participate in the East County Workforce Integration Network (WIN) meetings at least once during the Contract term. WIN is a group of partners committed to working together to create a broader, more integrated, seamless system of workforce services designed to leverage public and private resources, enhance access to WIN member services, and improve long-term outcomes for individuals using these services.
2. Contractor will participate in discussions related to any programmatic re-design with the WDBCCC, the local Building Trades Council, and other partner s to ensure the most effective Program possible.

H. Performance Outcomes.

1. Contractor will achieve the proposed program Performance Outcomes; reference Attachment B. Achievement of 90% of the proposed goal will be considered meeting performance.

Initials:_____ _____
Contractor County

2. This Contract does not establish an exclusive Contract between County and Contractor. The WDBCCC and County expressly reserves all of its rights, including but not limited to the right to utilize others to perform services of the type specified in this Contract.

I. Federal Subaward Conditions.

1. Contractor will adhere to all requirements as set forth in Federal Subaward Conditions, reference Attachment C, attached hereto and incorprated herein.

J. Confidentiality.

1. Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable State and Federal statutes or regulations respecting confidentiality, including the identity of persons served under this Contract, their records, and services provided.

2. Contractor assures that:

   a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

   b. No person will publish, disclose, or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

   c. Contractor agrees to inform all officers, partners, agents, associates and employees of the above provisions and that any person who knowingly and intentionally discloses such information, other than as authorized by law, may be guilty of a misdemeanor.

K. Information Security.

1. Contractor will comply with the Information Security Addendum; reference Attachment E, which is attached hereto and incorporated by reference, regarding Personally Identifiable Information (PII) and County Data.

L. Contingency Plans.

1. Communicate contingency plans with WDBCCC Program Manager when unplanned and planned manmade or natural disasters occur (e.g., fire, earthquake, power outage, pandemic), and short term and long-term program delivery plans and expectations. Contractor will identify impacted clients (if any), navigate referrals (if applicable) online/offline, and

Initials:_____ _____
Contractor County

communicate emergency responses as needed. Contingency plans should be made available in advance of disasters occurring, for situations that can be "pre-planned" for preparedness.

III. County Obligations

During the term of this Contract, the County will:

A. Review Contractor program operations reports, evaluate the use of Contract funds and ability to meet outcome goals and objectives. County may elect to amend this Contract based upon its review of Contractor's program and fiscal operations.

B. Conduct at least one (1) monitoring visit during the term of this Contract. Visit will include, but will not be limited to, review of participant files and Contractor fiscal records.

C. Designate WDBCCC staff to provide technical assistance on programmatic and/or regulatory issues. WDBCCC staff will respond to Contractor requests for information in a timely manner, not to exceed five (5) business days.

IV. Payment Provisions

Contract payment limit is $250,000.00.

A. All payments under this Contract must conform to the Budget of Estimated Program Expenditures, reference Attachment A. Specific budget line items may vary up to 10% (one time for the Contract term) without prior WDBCCC/County approval. Items that vary more than 10% will require approval from County and the WDBCCC prior to expenditure and not to exceed the total Contract payment limit.

   This is a cost reimbursement contract and monthly claiming must be accurate and based on actual costs; and at no time are unexpended funds carried over or available beyond the period stated in the Contract.

B. Contractor will submit monthly written demands no later than the 20th of the following month completing the month, using a County Demand Form D-15, reference Attachment D.

C. Payment to Contractor will be linked to timely receipt by County of all appendices noted in this Service Plan, reports required of Contractor under Section II.F (Reporting Requirements), and Contractor's delivery of service. County demand form must include supporting documentation with an expense detail against budget limit items and invoice sheet. Contractor agrees to provide satisfactory documentation of participant enrollment and service activities. County retains the right to reasonably withhold payment until it can reconcile expense details with required reports. Demands may be sent via email with a Cc to the WDB Program Manager to the contacts stated in section VI Authorized Contacts below.

D. Under no circumstances will Contractor's administrative/indirect costs exceed 10% of the total contract payment limit.

Initials:_____ _____
Contractor County

V. Additional Provisions

A. Monitoring. Contractor may be visited at any time by County, State of California, DOL, or Agents of these units of government, and others who have a direct concern in administration of WIOA programs. All WIOA participant-related records should be available for review. All program areas will be subject to examination including, but not limited to, review of participant files and applications, and WIOA program financial records and original source documents. WIOA participants may be interviewed to verify eligibility, to ensure compliance with WIOA requirements and to ensure provision of adequate service as prescribed by this Contract. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of agencies partnering with the Contractor to ensure provision of agreed upon services.

B. Corrective Action Notice and Probationary Status. Contractor agrees to perform in a competent and timely manner all of its obligations under this Contract.

1. If the Contractor fails to properly perform any of its obligations under this Contract, WDBCCC staff will send a written Corrective Action Notice to the Contractor. The Corrective Action Notice will list areas of noncompliance and corrective action required to resolve the noncompliance items noted.
2. No later than fifteen (15) days after mailing of the Corrective Action Notice, Contractor shall submit a written corrective action plan, which will respond to each of the items of noncompliance identified in the Corrective Action Notice, and state whether the noncompliance has been resolved.
3. Failure to resolve those items noted in the Corrective Action Notice will result in the following: 1) written notification to the WDBCCC that Contractor failed to comply with the Corrective Action Notice; and 2) a letter indicating the County's intent to terminate the Contract as provided in Paragraph 5 of the General Conditions.

C. Subrecipient Monitoring. If Contractor further passes through federal funds of this subaward, Contractor will make case-by-case determinations whether each agreement it makes for the disbursement casts the party receiving the funds in the role of a subrecipient or a Contractor.

1. Contractor will include information required by 2 CFR §200.331 (Requirements for pass through entities) in each subrecipient's Contract.

2. Contractor will monitor its subrecipients consistent with the requirements outlined in the Federal rules and applicable sections of the Code of Federal Regulations including 2 CFR §200 (Uniform Guidance).

3. Contractor will evaluate each subrecipient's risk of noncompliance to determine the appropriate fiscal monitoring level, monitor the fiscal activities of subrecipient organizations to ensure that the subaward is in compliance with applicable Federal statutes and regulations and terms of the subaward, and verify that subrecipients are audited as required by Subpart F of 2 CFR §200.

Initials:_____ _____
Contractor County

4. Contractor will retain documentation to prove that determinations and monitoring were conducted during the Contract term.

5. EHSD, as a pass-through entity, may request these documents during fiscal monitoring.

VI. Authorized Contact Information

Both parties agree to use the following contacts for all communication (online, phone, or hardcopy) related to this Contract. Specific contact information for phone numbers and emails will be provided by EHSD.

Employment and Human Services Department
Workforce Development Board
Attn: Workforce Services Specialist/Program Manager
4071 Port Chicago Highway, Suite 250
Concord, CA. 94520

Pittsburg Power Company
Attn: Administrator/Pre-Apprenticeship Program Manager
65 Civic Avenue
Pittsburg, CA 94565

Attachments

Attachment A: Budget of Estimated Program Expenditures

Attachment B: Performance Outcomes Table – Proposed

Attachment C: Federal Subaward Conditions

Attachment D: County Demand Form D-15

Attachment E: Information Security Addendum

Initials:_____ _____
Contractor County

Number: 18-466-1

SPECIAL CONDITIONS

(Purchase of Services - Long Form)
Workforce Innovation and Opportunity Act of 2014

1. **Compliance.** In performance of this subaward agreement, Contractor or Subrecipient will fully comply with:

   A. The provisions of the Workforce Innovation and Opportunity Act (WIOA).

   B. 29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.

   C. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.

   D. Title 2, Code of Federal Regulations (CFR) Part 200 (Office of Management and Budget Guidance) and Appendices. [OMB Guidance].

   E. Title 2, CFR Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].

   F. The provisions of the Jobs for Veterans Act (38 U.S.C. § 4215 (a)) as the law applies to Department of Labor (DOL) job training programs.

   G. Contractor or Subrecipient will ensure diligence in managing programs under this subaward agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. **Nondiscrimination Clause:** As a condition to the award of financial assistance from the DOL under Title I of WIOA, the Contractor or Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

   A. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

   B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

   C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

   D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

   E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and

   F. Equal Employment Opportunity provisions identified in 41 CFR Part 60, including 41 CFR § 60-1.4

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
Workforce Innovation and Opportunity Act of 2014

The Contractor or Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's or Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Contractor or Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Contractor or Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

3. **Drug-Free Workplace Requirement:** Contractor or Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

   B. Establish a Drug-Free Awareness Program to inform employees about:

      1) the dangers of drug abuse in the workplace;

      2) the person's or organization's policy of maintaining a drug-free workplace;

      3) any available counseling, rehabilitation and employee assistance programs; and

      4) penalties that may be imposed upon employees for drug abuse violations.

   C. Every employee who works on the proposed subaward agreement will:

      1) receive a copy of the company's drug-free workplace policy statement; and

      2) agree to abide by the terms of the company's statement as a condition of employment on the subaward agreement.

   D. Failure to comply with these requirements may result in suspension of payments under this subaward agreement or termination of the subaward agreement or both, and Contractor or Subrecipient may be ineligible for award of any future subaward agreements if the Pass-through Entity determines that any of the following has occurred: the Contractor or Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350, et seq.)

4. **Additional Assurances**

   A. Contractor or Subrecipient will comply with the provisions of the Hatch Act of 1939, which limit the political activity of certain State and local government employees.

   B. Air/Water Pollution violation certification: Under the State laws, the Contractor or Subrecipient shall not be:

      1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

2) subject to cease and desist order not subject to review issued pursuant to the California Water Code § 13301 for violation of waste discharge requirements or discharge prohibitions; or

3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

C. Clean Air Act: Contractor or Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

D. Solid Waste Disposal Act: Contractor or Subrecipient shall comply with Section 6002 of the Solid Waste Disposal Ac, as amended t and 40 CFR Part 247 for procurement items in excess of $10,000.

5. **Property Management Requirements**. Contractor or Subrecipient shall comply with applicable requirements established by County or under 2 CFR § 200.310 through 200.316, regarding the ownership, use, and disposition of equipment purchased with WIOA funds. Contractor or Subrecipient shall establish a control system to ensure adequate safeguards to prevent loss, damage, or theft to such property, including equipment. Contractor or Subrecipient shall investigate and fully document any loss, damage, or theft to property.

6. **Procurement Standards**. The Contractor or Subrecipient must use the methods of procurement in accordance with 2 CFR § 200.320.

7. **Nepotism**. Contractor or Subrecipient shall comply with the Federal restriction prohibiting nepotism (5 U.S.C. § 3110). Pursuant thereto, Contractor or Subrecipient shall not hire any person in an administrative capacity or staff position funded under this Agreement if a member of the person's immediate family is already employed in an administrative capacity by Contractor or Subrecipient.

8. **Sectarian Activities**. The Contractor or Subrecipient certifies that this subaward agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the California Constitution, regarding separation of church and state.

9. **Davis-Bacon Wage Rates**. Contractor or Subrecipient shall comply with applicable regulations of the DOL regarding payment of prevailing wage rates to all laborers and mechanics employed by Contractor or Subrecipient or any subcontractor or Subrecipient in any construction, alteration, or repair, including painting and decorating, of projects, buildings or works which are assisted under this Agreement, in accordance with the Davis-Bacon Act (40 U.S.C. § 3141, et. seq.). Compliance with Davis-Bacon Act (40 U.S.C. § 3141 – 3144 and §3141 – 3148) is required for prime construction contracts in excess of $2,000.

10. Contract Work Hours and Safety Standards. Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) for contracts in excess of $100,000 that involve the employment of mechanics or laborers.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)
Workforce Innovation and Opportunity Act of 2014

11. **WIOA Participants Complaints.** Contractor or Subrecipient shall provide a process through which WIOA participants shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

12. **Debarment and Suspension Certification**. By signing this subaward agreement, the Contractor or Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Contractor or Subrecipient), to the best of its knowledge and belief, that it and its principals:

    A. Are not presently debarred, suspended, proposed for debarment, declared ineligible (such as being listed on the Excluded Parties List System in the System for Award Management, or SAM), or voluntarily excluded from covered transactions by any federal department or agency.

    B. Have not within a three-year period preceding this subaward agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

    C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.

    D. Have not within a three-year period preceding this subaward agreement had one or more public transactions (federal, state or local) terminated for cause of default. Where the Contractor or Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

13. **Lobbying Restriction**. By signing this subaward agreement, the Contractor or Subrecipient hereby assures and certifies to the lobbying restrictions in 2 CFR § 200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

    A. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

    B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of

Congress, in connection with this subaward agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

C. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subaward agreement transactions over $100,000 (per OMB) at all tiers (including subaward agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all Contractor or Subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

14. **Assurance of Non-Duplicative Billing**. Contractor or Subrecipient shall ensure that all amounts billed for services under this Agreement shall not be billed under any other contract that provides the same services to the same clients.

15. **Intangible and Intellectual Property Provisions.**

Federal Funding

A. Pursuant to 2 CFR § 200.315, if any subaward, funded in whole or in part by the federal government, acquires the title to intangible property, as defined in 2 CFR § 200.59 as including Intellectual Property, which results directly or indirectly from the subaward, the federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR § 2900.13, Intellectual Property developed under this subaward will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

D. The Federal Government has the right to:

1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

E. Freedom of Information Act (FOIA).

1) In response to a FOIA request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. § 552(a)(4)(A)).

2) Published research findings means when:

a. Research findings are published in a peer-reviewed scientific or technical journal; or

b. A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal Government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:

a. Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and

b. Personnel and medical information and similar information, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

F. Title to intangible property and debt instruments acquired under an award or subaward vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without written approval of the grant officer. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of 29 CFR § 95.36(e).

16. **Confidentiality Requirements**: The State of California and the Contractor or Subrecipient will exchange various kinds of information pursuant to this subaward agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Pass-through Entity and Contractor or Subrecipient agree that:

A. Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.

B. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.

C. The Contractor or Subrecipient agrees that information obtained under this subaward agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.

1) Aggregate Summaries: All reports and/or publications developed by the Contractor or Subrecipient based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.

2) Publication: Prior to publication, Contractor or Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.

3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

D. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

E. The Contractor or Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (925) 677-3001. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Contractor or Subrecipient shall cooperate with the Pass-through Entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If the Contractor or Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subaward, then the Contractor or Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

F. The Contractor or Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subaward. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.

G. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.

H. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code, and other applicable local, state and federal laws and regulations.

I. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.

J. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying

confidential information, such as, shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

K. If the Pass-through Entity or Contractor or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Contractor or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor or Subrecipient(s), service providers, or employees.

L. The Contractor or Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS. Contractor or Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subaward agreement, the confidentiality requirements of this subaward agreement and any other terms of this subaward agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

1) All client information submitted over the internet to the subcontractor or Subrecipient's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' Social Security numbers must be stored in a separate database within the subcontractor or Subrecipient's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor or Subrecipient receives client Social Security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, Social Security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor or Subrecipient obtains confidential information as an agent of the Contractor or Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.

2) Client information (personal information that identifies a client such as name and Social Security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor or Subrecipient's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.

3) An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor or Subrecipient. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor or Subrecipient's resume-distribution services, or any other services subcontractor or Subrecipient offers to the client or the AJCC Operator.

4) The subcontractor or Subrecipient must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor or Subrecipient offers. The subcontractor or Subrecipient shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's or Subrecipient's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.

5) When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Contractor or Subrecipient. The Contractor or Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.

M. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

Contra Costa County, Employment and Human Services Department designee is:

CCC-EHSD
Information Security Officer, Information Systems Manager II
300 Ellinwood Way
Pleasant Hill, CA 94523
Telephone: (925) 677-3001

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law**. Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

2. **Inspection**. Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. **Records**. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

   a. **Retention of Records**. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

   b. **Access to Books and Records of Contractor, Subcontractor**. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

   Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

   This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements**. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds $5,000.

Contractor _____ County Dept. _____

5. **Termination and Cancellation**.

   a. **Written Notice**. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

   b. **Failure to Perform**. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

   c. **Cessation of Funding**. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement**. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures**. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments**.

   a. **General Amendments**. In the event that the total Payment Limit of this Contract is less than $200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds $200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

   b. **Minor Amendments**. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes**. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. **Choice of Law and Personal Jurisdiction**.

    a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

    b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws**. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County**. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment**. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status**. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest**. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

    a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is $500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than $500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of $1,000,000.

b. **Workers' Compensation**. Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance**. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

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

20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

_____ Contractor _____ County Dept.

24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements**. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit**.

    a. If Contractor expends $750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.

    b. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.

    c. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office , the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

Budget Summary (Cost Reimbursement)

This Worksheet is locked.
Information provided in tabs A through J will be summarized below.

Legal Entity Name:	Pittsburg Power Company
Doing Business As (DBA):	Future Build
Contact Name:	Gerald L. Dunbar
Contact Email:	gldcop@yahoo.com
Contact Phone Number:	831-566-3514

Budget Category	Cost Reimbursement Amount	In-Kind Amounts	Total
A. Personnel			
B. Fringe Benefits			
C. Travel			
D. Furniture and Equipment			
E. Supplies			
F. Facilities/Infrastructure costs	$20,268.00		$20,268.00
G. Consultants/Contracts	$226,872.00		$226,872.00
H. Participant Costs	$2,860.00		$2,860.00
I. Other			
TOTAL PROJECT COSTS	**$250,000.00**		**$250,000.00**

For Contra Costa Staff Use Only

Fund/Org	Account	Option Code
Example: 005223	*2310*	*Y77*
5608	2310	W08
5608	2310	W08
5608	2310	W08

Contractor's Authorized Staff: PRINT AND SIGN **DATE**

Preparer's Name Phone Number

F. Facilities/Infrastructure Costs - General costs to run the program, including space rental, facilities maintenance, utilities, phones, general consumable materials and supplies, internet and other costs related to supporting and maintaining organizational infrastructure. Professional services purchased from vendors for facilities and infrastructure costs are included in this category.
Your narrative must include approximate space utilized for this program. Invoicing must be based on actual usage of the space.
If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

FACILITIES/INFRASTRUCTURE COSTS

Description	Monthly Cost	Number of Months	Total Cost
Facility Rent and Utilities	1,689.00	12	$ 20,268.00
			$ -
		TOTAL:	$ 20,268.00

FACILITIES/INFRASTRUCTURE COSTS NARRATIVE

Rent and Facilities of the program site used solely for the benefit of the Future Build pre-apprenticeship contruction program, classroom/conference room, program offices, and construction workshop and utilities.

FACILITIES/INFRASTRUCTURE COSTS (IN-KIND)

Description	Monthly Cost	Number of Months	Total Cost
			$ -
			$ -
			$ -
		IN-KIND TOTAL:	$ -

FACILITIES/INFRASTRUCTURE COSTS NARRATIVE (IN-KIND)

FACILITIES AND INFRASTRUCTURE TOTAL:	$ 20,268.00

G. Consultants/Contracts -
G1. Consultant Fees: For each consultant enter the position, service to be provided, basis [hourly or daily fee (8-hour day)], and estimated time on the project. If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

CONSULTANT FEES

		Computation			
Position (Title)	Service Provided	Fee	Basis (text)	Quantity (cannot be blank)	Cost
Future Build Administrator	Budget review, invoices/demands, contract administration, monitor and supervise the work of the sub-recipients. Consult with WDB/EHSD.	$125.00	hour	160	$ 20,000.00
					$ -
				TOTAL:	$ 20,000.00

CONSULTANT FEES NARRATIVE

Refer to services provided above description.

CONSULTANT FEES (IN-KIND)

		Computation			
Position (Title)	Service Provided	Fee	Basis	Quantity	Cost
					$ -
					$ -
				IN-KIND TOTAL:	$ -

CONSULTANT FEES NARRATIVE (IN-KIND)

In addition to the in-kind administrator services, the city of Pittsburg provides single audit and comprehensive financial reports at no cost. In addition, the city of Pittsburg provides accounts payable, receivable, legal services, and office space at

TOTAL CONSULTANT FEES: _____

G2. Consultant Expenses - List all expenses to be paid to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners,

CONSULTANT EXPENSES

Local Travel (no lodging and no airfare)

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			$ -
		Local Travel TOTAL:	$ -

Non-Local Travel

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			$ -
		Non-local Travel TOTAL:	$ -

CONSULTANT EXPENSES NARRATIVE

Local Travel (no lodging and no airfare) - IN-KIND

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			$ -
			$ -
		Local Travel TOTAL:	$ -

Non-Local Travel - IN KIND

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			$ -
			$ -
		Non-local Travel TOTAL:	$ -

CONSULTANT EXPENSES (IN-KIND)

TOTAL TRAVEL EXPENSES FOR CONSULTANTS: $0

G3. Contracts - Provide a description of the product or service to be procured by contract and an estimate of the cost.

CONTRACTS

Item	Cost
Open Opportunities (Future Build program service delivery)	$ 206,872.00
TOTAL:	$ 206,872.00

CONTRACTS NARRATIVE

Open Opportunities for Future Build Program Operations (staffing, participant costs, program services, supplies, trainings, job development, case management, curriculum).

CONTRACTS (IN KIND)

Item	Cost
IN-KIND TOTAL:	$ -

CONTRACTS NARRATIVE (IN-KIND)

CONTRACTS TOTAL: $ 206,872.00

CONSULTANTS/CONTRACTS TOTAL:	$ 226,872.00
IN-KIND CONSULTANTS/CONTRACTS TOTAL:	$ -

H. Participant Costs and/or Direct Costs– Examples of costs directly related to the program are: subsidized wages, supportive services (i.e. bus passes, day care costs, enrolment fees), participant payments (i.e. stipends, incentives), participant supplies (i.e. items/equipment consumable by participants or which become their personal property), tools or clothing related to employment or training, and participant tuition and fees incurred to achieve program objectives.
If you need to add lines, please do so in the middle of the table so that the formula will stay intact.

PARTICIPANT COSTS

Item	Cost
Participant Drug Screening	$ 2,860.00
TOTAL:	$ 2,860

PARTICIPANT COSTS NARRATIVE

Participant drug screening. Participant costs not shown above are part of the sub-recipient contract with Open Opportunities.

PARTICIPANT COSTS (IN-KIND)

Item	Cost
IN-KIND TOTAL:	$ -

PARTICIPANT COSTS NARRATIVE (IN-KIND)

PARTICIPANT COSTS TOTAL:	$ 2,860

Performance Measures	*Definitions*	*Proposed*
Employment Rate-2nd Quarter after exit	The percentage of participants who are in unsubsidized employment during the 2nd quarter after program exit	85%
Employment Rate in Quarter After Exit	The percentage of participants who are in employment, education or training during the 4th quarter after program exit.	85%
Median Earnings- 2nd Quarter after Exit	The median earnings of participants who are in employment during the 2nd quarter after program exit	$19/per hour
Credential Attainment	The percentage of participants enrolled in an education or training program who obtain a recognized credential or secondary diploma/equivalent during participation or within 1 year after program exit	95%
Measurable Skills Gain	Percentage of participants in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational or other forms of progress towards such a credential or employment	95%
Effectiveness in Serving Employers	Propose to achieve an 85%placement rate in the field for which trainees were trained at an average wage of $19.00 per hour with effectiveness by having experienced staff in the trades as guest speakers, successful employers and employees in the construction related fields	85%
Other: California Driver's License	The percentage of participants who enter the training program without a valid driver's license but who exit the training with one	95%
Other: Relevant Certifications (related to credentials/measurable skills gains)	The percentage of participants who receive all of the possible certifications including OSHA 10, HAZWOOPER140, Construction Math, MC3, PACT, Refinery Safety card, forklift certification, Solar Technology Certification, Traffic Control, Emergency Response and Confined Space Entry	70%

ATTACHMENT C

Number: 18-466-1

Federal Subaward Conditions

I. The contract meets the conditions of a Federal subaward and the Contractor is subject to the Subrecipient provisions in 2 CFR § 200.

II. Definitions:

A. CFR means Code of Federal Regulations

B. CFDA means Catalog of Federal Domestic Assistance

C. Subrecipient – – Title 2 CFR section § 200.93
Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

D. Subaward – – Title 2 CFR section § 200.92
Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

E. Pass-through Entity – – Title 2 CFR section § 200.74
Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

III. The pass-through entity is the County of Contra Costa.

IV. The Subrecipient is Pittsburg Power Company

V. The Subrecipient's unique identification number is DS5LP1EQ6Z95

VI. If applicable, the Federal Award Date is 07/01/2021

VII. If applicable, the Federal Award Identification Number (FAIN) is AA-36309-21-55-A-6

VIII. The Subaward Period of Performance is from 7/01/2022 to 6/30/2023

IX. The total amount of Federal Funds Obligated to the subrecipient in this Federal subaward award is: $ 250,000.00

X. The CFDA Number is 17.258

XI. The Federal Program Title is Workforce Innovation and Opportunity Act (WIOA) Adult Program

XII. The Subrecipient's federally approved indirect cost rate agreement is incorporated by reference if the Subrecipient's budget submitted includes a federally approved indirect cost.

XIII. The Subrecipient shall use the Federal award in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

Attachment D: County Demand Form D-15

44	D

VENDOR NO. | | | | | | A/C |

DEMAND

On the Treasury of the

COUNTY OF CONTRA COSTA

STATE OF CALIFORNIA

DATE ____/____/____

Made By:

NAME (LAST) (FIRST)

ADDRESS

CITY, STATE ZIP CODE

IMPORTANT
See Instruction on Reverse Side

For the sum of _____ Dollars $ _____

As itemized below:

DATE	DESCRIPTION	AMOUNT

The undersigned under the penalty of perjury states: That the above claim and the items as therein set out are true and correct; that no part thereof has been heretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

Signed _____

VENDOR NO. | | | | | |

Received, Accepted, and Expenditure Authorized _____

DEPARTMENT HEAD OR CHIEF DEPUTY

SUM NO.	INV. DATE	DESCRIPTION	FUND/ORG.	ACCOUNT	ENCUMBRANCE NO.	P/C	PAYMENT AMT.
							$
				TASK	OPTION	ACTIVITY	DISCOUNT AMT.
							$
SUM NO.	INV. DATE	DESCRIPTION	FUND/ORG.	ACCOUNT	ENCUMBRANCE NO.	P/C	PAYMENT AMT.
							$
				TASK	OPTION	ACTIVITY	DISCOUNT AMT.
							$
SUM NO.	INV. DATE	DESCRIPTION	FUND/ORG.	ACCOUNT	ENCUMBRANCE NO.	P/C	PAYMENT AMT.
							$
				TASK	OPTION	ACTIVITY	DISCOUNT AMT.
							$

(D15 Rev. 10/77)
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Contra Costa County

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Date: May 17, 2022

Subject: Contract with Pittsburg Power Company

RECOMMENDATION(S):
APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board, to execute a contract with Pittsburg Power Company, a public entity, in an amount not to exceed $250,000 for the provision of comprehensive Workforce Innovation and Opportunity Act (WIOA) services to eligible adults in East Contra Costa County for the period July 1, 2022 through June 30, 2023.

FISCAL IMPACT:
The funds allocated for this contract are 100% from the Federal Workforce Innovation Opportunity Act (WIOA), Adult Program. No net County Cost. Federal catalog number CFDA 17.258.

BACKGROUND:
Pittsburg Power Company (Contractor) will administer and operate a pre-apprenticeship construction program for individuals that meet the criteria for Workforce Innovation and Opportunity Act (WIOA) adult eligibility as outlined in WIOA legislation of 2014. The contract focuses on providing a network of services and support to individuals with barriers to employment, who are interested in developing practical job and life skills, to better equip participants to succeed in their educational and career endeavors. These services will be provided in east Contra Costa County, defined as the region from Bay Point to the eastern boundary of the county. The Contractor was selected from Request for Proposals (RFP) #1176.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/17/2022** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

Contact: C. Youngblood, (925) 608-4964

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.
ATTESTED: May 17, 2022
, County Administrator and Clerk of the Board of Supervisors

By: Laura Cassel, Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Adult participants will not receive case management, employment referrals and job placement services.

CHILDREN'S IMPACT STATEMENT:

This contract supports all of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by assisting individuals with training and employment services to encourage self-sufficiency.

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution Approving the Fiscal Year 2022-2023 Consultant Agreement with Open Opportunities Incorporated

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

Pittsburg Power Company (PPC) is seeking approval for the fiscal year (FY) 2022-2023 consultant agreement (Agreement) with Open Opportunities Incorporated (OOI) in the amount of $363,000 for the case management and day to day program supervision of the Future Build Program.

FISCAL IMPACT

The Agreement between PPC and OOI will be for the amount of $363,000. PPC, through Contract Number 18-466-1, will be receiving a grant from Workforce Development Board (WDB) up to the amount of $250,000 in FY 2022-2023 which will reimburse PPC's budget. The difference of $113,000 will come from grants from the Environmental Protection Agency, California Workforce Trades Initiative, Contra Costa Transit Authority and the Y & H Soda Foundation, and revenue from other sources that have been previously received and accepted by PPC and have been placed in PPC's Fund Balance.

No City General Fund, including Measure M, is used to operate Future Build in Fiscal Year 2022-2023.

RECOMMENDATION

The Governing Board of PPC approve the Agreement. It is recommended that the PPC Board authorize the Executive Director or his designee to amend future agreements and budgets as required by subsequent contracts and amendments from external funding sources. The Executive Director is authorized to execute other documents and take such further actions as may be necessary or appropriate to ensure that funds are utilized appropriately by Future Build

BACKGROUND

Future Build is a partnership of the PPC, WDB, OOI, Pittsburg Adult Education Center (PAEC), Contra Costa Building and Construction Trades Council, GRID Alternatives, and Northern California Laborers Training to provide low income East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation. Each training session is referred to as a cohort.

Future Build's managing partner and fiscal agent is the PPC. OOI provides case management and day to day program supervision and administration of the skill-based instructional staff. PAEC provides the general academic and life skills instruction. Northern California Laborers provide the solar and safety training. The Contra Costa Building and Construction Trades Council provides tools and instruction from its member trade unions as well as general orientations into the construction related trades.

PPC and WDB executed the initial contract in April 2012. and WDB executed subsequent contracts in the following years, continuing the funding for the Future Build Program.

SUBCOMMITTEE FINDINGS

This item was not discussed in a subcommittee.

STAFF ANALYSIS

PPC proposes to enter into Contract Number 18-466-1 with WDB for Cohort 22 for July 1, 2022 through December 31, 2022 and Cohort 23 for January 1, 2023 through June 30, 2023. The Agreement will allow OOI to continue providing the Future Build Program with case management and day to day program supervision and administration of the skill-based instructional staff.

Future Build's current curriculum includes health monitoring, face masks, social distancing, hand sanitizing stations and online learning where required. Cohorts are also incorporating best practices such as staggered start times and smaller group instruction as well as outdoor classrooms. Future Build trainees are vaccinated.

Future Build provides a life changing experience for the trainees that leads to re-engagement in the workforce and post-secondary educational opportunities. Pre-apprenticeship training (classroom and laboratory) are married to practical applications in the field. The practical applications are community benefit projects where the trainees exercise what they have learned in the classroom and lab by improving facilities in public housing projects and rehabilitating homes for low-income residents, schools, and public recreational facilities such as parks. Some of Future Build's efforts include rehabilitation of the restrooms at the community meeting room at Buchanan Park, construction of raised planting beds at the Los Medanos Community Healthcare District Community Garden, fence repairs at Small World Park, rehabilitation of a modular unit at the golf course and rehabilitation of the structure at the Rifle Range facility for the Pittsburg Police Department.

ATTACHMENTS: Resolution
2022-2023 Contract for Services

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Approving the 2022-2023 Consultant Agreement)
with Open Opportunities Incorporated) RESOLUTION NO. 22-

WHEREAS, the Pittsburg Power Company (PPC) is seeking approval for the 2022-2023 consultant agreement (Agreement) with Open Opportunities Incorporated (OOI) for the Future Build Program; and

WHEREAS, the Future Build Program is a partnership of the PPC, Workforce Development Board (WDB), OOI, Pittsburg Adult Education Center (PAEC), Contra Costa Building and Construction Trades Council, GRID Alternatives, and Northern California Laborers Training to provide East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation. Each training session is referred to as a cohort; and

WHEREAS, Future Build's managing partner and fiscal agent is the PPC. OOI provides case management and day to day program supervision of the skill-based instructional staff. PAEC provides the general academic and life skills instruction. Northern California Laborers provide the solar and safety training. The Contra Costa Building and Construction Trades Council provides tools and instruction from its member trade unions as well as general orientations into the construction related trades; and

WHEREAS, PPC and WDB executed the initial contract in April 2012 and was PPC and WDB executed subsequent contracts in the following years, continuing the funding for the Future Build Program; and

WHEREAS, the Agreement between PPC and OOI will be for the amount of $363,000; and

WHEREAS, PPC proposes to enter into Contract Number 18-466-1 with WDB for Cohort 22 for July 1, 2022 through December 31, 2022 and Cohort 23 for January 1, 2023 through June 30, 2023; and

WHEREAS, PPC will be receiving a grant from WDB up to the amount of $250,000 in FY 2022-2023. In addition to the WDB grant, Future Build receives grants from the Environmental Protection Agency, California Workforce Trades Initiative, Contra Costa Transit Authority and the Y & H Soda Foundation; and

WHEREAS, Future Build's current curriculum includes health monitoring, face masks, social distancing, hand sanitizing stations and online learning where required. Cohorts are also incorporating best practices such as staggered start times and smaller group instruction as well as outdoor classrooms. Future Build Trainees are vaccinated.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby approves the Agreement with OOI for FY 2022-2023 for the amount of $363,000.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 15th day of August 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2022, between the Pittsburg Power Company (PPC) and Open Opportunities, Incorporated, a California 501c3 Non-Profit Corporation (Consultant).

WITNESSETH:

WHEREAS, the PPC operates the program known as Future Build as memorialized in 2012 by Contract No. 18-290-0 with the Contra Costa County Workforce Development Board (WDB) and its successor amendments including the current contract 18-466-1; and

WHEREAS, the Future Build program will train Workforce Innovation and Opportunity Act (WIOA) eligible people in the construction trades to the pre-apprentice level and in green energy efficient trades; allow them to gain valuable experience in the industry through a 16-week training program that is recognized by the Home Builder's Institute (HBI) and the Multi-Craft Core Curriculum (MC3); and

WHEREAS, a goal of the Future Build program is to provide job training within the City and to include energy efficiency retrofit components to existing buildings or work with local employers to hire trainees and graduates to work on new and retrofitted buildings that will incorporate alternative energy upgrades and to provide trained workers for alternative energy projects and area of manufacturing opportunities; and

WHEREAS, the PPC, a municipal utility, is the Fiscal Agent and administrator of Future Build and has the overall management responsibility for its operation. This includes activities prior to training, during training, and after training; and

WHEREAS, Consultant is the daily onsite supervisor of Future Build taking those actions necessary to ensure an effective operation of Future Build as described in the WDB's Contract No. 18-466-1 the current successor amendment with the PPC.

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

I. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Work Program, attached hereto and incorporated herein by this reference as Exhibit "A". This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all

Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

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

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

D. The Consultant certifies that it is a California 501c3 Non-Profit Corporation in good standing and has not been disbarred, suspended or found to have disallowable costs.

E. The Consultant agrees that it is a subrecipient as defined by CFR 200.331 and the attached executed subrecipient agreement as set forth in Exhibit "C" and further understands that all requirements placed on the PPC by the WDB are also requirements placed on the OOI.

II. TIME OF PERFORMANCE:

A. The services of Consultant are to commence on July 1, 2022 and shall be undertaken and completed in a prompt and timely manner, no later than June 30, 2023.

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

III. COMPENSATION:

A. The Consultant shall be paid for the actual fees, costs and expenses

for all time and materials required and expended, pursuant to the Budget and Payment Plan incorporated herein as Exhibit "B" but in no event shall total compensation exceed Three Hundred Sixty Three Thousand Dollars ($363,000) without PPC's prior written approval.

B. Said amount shall be paid upon submittal of a billing in accordance with the Budget and Payment Plan showing completion of the tasks that month.

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

IV. TERMINATION:

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

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

V. CHANGES:

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

VI. EXTENSIONS OF TIME:

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

VII. PROPERTY OF PPC:

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

VIII. COMPLIANCE WITH LOCAL LAW:

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

IX. WARRANTY:

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

X. SUBCONTRACTING:

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

XI. ASSIGNABILITY:

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

XII. INTEREST IN CONTRACT:

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

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

XIII. CONFIDENTIAL MATERIALS:

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

XIV. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

XV. INDEMNITY AND LITIGATION COSTS:

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

XVI. INSURANCE REQUIREMENTS:

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

   No workers compensation insurance shall be required for the Consultant's independent contractors.

"I certify that I, Consultant, have employees for whom I provide workers' compensation insurance. I also have independent contractors for which I am exempt from the legal requirement that I provide worker's compensation insurance."

Michelle E. Stewart (Signature) _____
(Print Name)

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the PPC requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following

provisions:

Additional Insured Status

The PPC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the PPC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the PPC, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the PPC.

Waiver of Subrogation

Consultant hereby grants to PPC a waiver of any right to subrogation which any insurer of said Consultant may acquire against the PPC by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the PPC has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the PPC. The PPC may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or PPC.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the

PPC.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the PPC with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to PPC before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The PPC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that PPC is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

PPC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

XVII. MISCELLANEOUS PROVISIONS:

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

B. The Consultant shall keep itself fully informed of, shall observe and

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

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

D. The Consultant shall maintain and make available for inspection by the PPC and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until thirty-six (36) months after the final payments under this Contract are made to the Consultant.

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

F. Drug-Free Workplace and Training Site – By Signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace. The Contractor agrees that graduating trainees must be certified as drugfree and that any trainee without such certification will be ineligible to receive any certificates of completion, diploma or any other evidence that the trainee has satisfied Future Build's criteria for completion.

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

PPC: Pittsburg Power Company
65 Civic Avenue
Pittsburg, CA 94565
ATTN: Garrett Evans

Consultant: Open Opportunities, Incorporated
P.O. Box 2851
Pittsburg, CA 94565
ATTN: Michelle E. Stewart, Chair

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

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

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

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

PITTSBURG POWER COMPANY

By: _____

Garrett Evans, Executive Director

CONSULTANT

By: _____

Michelle E. Stewart, Chair

CERTIFICATE OF COMPLIANCE WITH LABOR CODE§ 3700

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

CONSULTANT

By: _____
Michelle E. Stewart, Chair

EXHIBIT A
WORK
PROGRAM

I
Roles

1. The PPC, a municipal utility, is the Fiscal Agent and administrator of Future Build and has the overall management responsibility for its operation. This includes activities prior to training, during training, and after training.

2. Open Opportunities, Incorporated, a California 501(c)(3) a Non-profit Corporation ("OOI"), is the daily onsite supervisor of Future Build taking those actions necessary to ensure an effective operation of Future Build as described in the RFP 1176 and the subsequent contract and any successor amendments with the County. The contract number for Fiscal Year 2022-2023 is 18-466-1.

3. The parties agree that the PPC is the administrator of Future Build. The administrator is the final authority on Future Build revenues, expenditures, operations, fiscal records, participant records, chart of accounts, accounting procedures, leases, rents, participant supportive services, any subcontracts, subcontractor expenditures, records retention, communication with funding sources, or any other activities necessary to ensure the administration and continued operation of Future Build. This authority is restricted to Future Build and does not apply to other activities that the PPC or OOI may be involved in the furtherance of their respective missions, roles or responsibilities.

4. The PPC enters into this agreement with OOI to utilize OOI's resources and abilities in community building, community resources, participant outreach, participant-referral to community resources, daily operational coordination of Future Build activities, daily on-site supervision of Future Build activities, contributing to the development of participant Individualized Employment Plans (IEP), gathering information and data necessary for entry into the Management Information System (MIS) system administered by the Work Force Development Board (WDB) OOI is responsible for completing any required reports that are based on the MIS data.

   OOI is responsible for the daily site and participant supervision of Future Build in the absence of the administrator. OOI assures that whenever trainees are in the training facility using equipment there will be a minimum of one OOI staff member supervising the training facility. OOI and the PPC will jointly conduct the follow up activities for Future Build graduates as described in the RFP 1176 and the subsequent contract and as amended in Contract No.18-466-1 its successor amendment.

5. The parties agree that the respective roles of the PPC and OOI are also outlined, in a chronological fashion in the Program Timeline section of RFP 1176, the provisions of which are incorporated herein by reference.

6. The parties agree that Future Build is a training endeavor that involves a number of agencies, as described in RFP 1176 and Contract No. 18-4266-1 and that great care must be exercised to respect the rights and roles of the various entities to promote the effectiveness of Future Build. The parties agree that if corrective action is required with any of the entities involved with Future Build's effectiveness that it will be the PPC that determines what form that action takes.

II
Responsibilities

1. The parties agree that the PPC is the fiscal agent for Future Build and is responsible for submitting funding applications, establishing accounts to receive funds, establishing accounts for expenditures, and performing accounting tasks to track revenues and expenditures using generally approved accounting practices.

2. The parties agree that OOI, a nonprofit corporation, and may receive funds dedicated to the Future Build program and that those funds will be deposited in an account maintained by OOI. When this occurs OOI is to secure these funds and insure that they are used solely for the benefit of Future Build as determined by the Future Build administrator. To maintain the integrity of Future Build's accounting, OOI will provide the PPC with a timely accounting of such funds when requested.

3. The parties agree that the funds referred to in this Section II are funds not anticipated at this time and are more commonly known as donations made for the specific benefit of Future Build. The parties further agree that the OOI may charge a reasonable administrative fee for maintaining and accounting for these dedicated donations not to exceed 2% of the donated cash amount.

4. The parties agree that the PPC is responsible for any audits of Future Build and any audit responses and that OOI will supply the PPC with any and all information it has to meet this responsibility. The PPC and OOI will fully cooperate with any authorized internal and external auditors.

5. The parties agree that Future Build's success is dependent upon their close coordination of activities, establishment of priorities and timeframes for accomplishing tasks. Should either party know of an issue affecting Future Build's success it is to immediately communicate, preferably via email, that

issue to the other party.

III
Property

The parties agree that all materials, equipment, supplies, records and other tangibles funded by this contract and acquired for the benefit of Future Build, shall be the property of the PPC for the benefit of Future Build, or its successor program.

IV
Operational Notifications

1. The parties agree that all daily operational notices that are necessary to given by one party to the other shall be in writing via email.

2. The email address for operational communiques to PPC shall be gldcop@yahoo.com.

3. The email address for operational communiques to OOI shall be merl@futurebuildec.com.

Exhibit B
Future Build
Budget and Payment Plan
Open Opportunities, Incorporated

OOI shall deliver on the Contract and attached Work Plan as directed and provide PPC a monthly status report. OOI agrees to invoice the PPC on a monthly basis Subject to III C.OOI may also invoice in advance to address costs associated with the Work Plan.

In the event that no charges or expenses are disputed by the PPC, then the invoice shall be approved and paid within thirty (30) days of receipt of OOI's invoice. In the event any charges or expenses are disputed by the PPC, the invoice shall be returned by the PPC to OOI for correction and resubmission.

Payment to OOI for work performed pursuant to this Contract for Services shall not be deemed to waive any defects in work performed by OOI.

Project Budget

Object Class Categories	Budgeted Amount
a. Personnel: Instructors, Case Manager	$270,000
b. Operating Expenses: Utilities, Rent, Supplies	$8,000
c. Participant Cost: Training Supplies, etc.	$40,000
d. Participant Cost: Other – Safety equipment, tools, supportive services	$45,000
Total Direct Charges	$363,000

Exhibit C
Subaward Agreement

Article 1. Subaward Agreement between the Pittsburg Power Company and Open Opportunities incorporated, a non-profit corporation, for the purpose of providing services that improve and enhance the employability of Future Build enrollees and graduates.

Article 2. Specific services to be provided by Open Opportunities Inc. include but are not limited to:

- Program Management and Record Keeping
- Employment Counseling aka "Job Coaching"
- Follow-up Services on graduates
- All services outline in the contract between the Pittsburg Power Company and County of Contra Costa, Contract No. 18-466-1

Article 3. Unique Entity Identification for Open Opportunities Inc. is 036694799 (DUNDS number)

Article 4. County Contract No. 18-466-1.

Article 5. Contract Commencement Date: July 1, 2022

Article 6. Subaward Period of Performance, i.e. approximate start and end date for performance utilizing these grant funds: July 1, 2022 to June 30, 2023.

Article 7. Total amount of Federal funds obligated by the action: Two Hundred Six Thousand Eight Hundred Seventy Two Dollars ($206,872).

Article 8. Total amount of Federal funds awarded to the Pittsburg Power Company: $250,000.

Article 9. Award project description: This project provides funding for the Pittsburg Power Company/Future Build to recruit, train, and place unemployed and underemployed residents of East Contra Costa County with skills needed to qualify for entry level construction related occupations, as well as appropriate training in solar panel technology and installation.

Article 10. Awarding Agency: Workforce Development Board (WDB) of Contra Costa County.

WDB Contact:	Ms. Verneda Clapp
Pass Through Entity:	Pittsburg Power Company (PPC)
PPC Contact:	Gerald L. Dunbar

Article 11: This subaward agreement is not for research and development.

Article 12: There are no indirect costs associated with this subaward, all costs are direct.

Article 13: Incorporated into this subaward agreement by reference is the attached Contract No. 18-466-1 which outlines administrative requirements of the Pittsburg Power Company and Open Opportunities Inc., when accepting Federal funds distributed by the Department of Labor. Specifically see the "SPECIAL CONDITIONS Federal Subaward Conditions", page 1 of 1, revised 2016.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first shown in Article 6 above.

PITTSBURG POWER COMPANY, CALIFORNIA

By: _____
Gerald L. Dunbar
Future Build Administrator

OPEN OPPORTUNITIES INCORPORATED

By: _____
Michelle E. Stewart
Board Chair

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Negotiate and Execute: 1) an Equipment Purchase Contract with Anixter-Eaton in Support of a Customer Reimbursement Project; and 2) a Customer Reimbursement Agreement with ALCO Iron and Metals

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

Pittsburg Power Company (PPC), a joint powers agency, provides utility retail electric and natural gas services on Mare Island, Vallejo in the name of Island Energy (IE). PPC is seeking to procure two Vacuum Fault Interrupters (VFI) to support a customer reimbursable project with ALCO Iron and Metals (ALCO). The ALCO customer reimbursement project is to provide power to a new metals shredding and sorting facility (Project).

PPC recently performed a formal bid process to procure two replacement VFIs for PPC's Station F. The successful bidder has agreed to hold pricing until July 31, 2022 to allow PPC to procure two additional VFIs in support of the Project.

FISCAL IMPACT

The total bid award price of the two Station F VFI switches was $261,889.82. Staff is proposing to use PPC Fund Balance to allocate $350,000 for the purchase of two additional VFIs for the Project at $262,000, with an additional $38,000 for miscellaneous supporting equipment, and $50,000 for contingency, which will be repaid through a Customer Reimbursement Agreement with ALCO.

RECOMMENDATION

Staff recommends that the Governing Board of PPC adopt the Resolution, authorizing the Executive Director to negotiate and execute: 1) an Equipment Purchase Contract with Anixter-Eaton in the amount of $350,000; and 2) a Customer Reimbursement Agreement with ALCO.

BACKGROUND

ALCO, an IE industrial customer on Mare Island, has commenced construction of a new metals shredding and sorting facility at its North Mare Island recycling complex. Upon performing an engineering load and system stability analysis, PPC determined certain upgrades to its electric distribution system would be required to support the shredder project, including the procurement of two additional VFIs.

On April 27, 2022, PPC conducted a formal, competitive bid process to purchase two VFI pad mounted switches for its Station F on Mare Island, Vallejo. The two VFIs are to be used to replace two similar failed pieces of equipment. The successful bidder was Anixter-Eaton.

PPC is seeking to take advantage of the recent Station F competitive bid pricing and procure the VFIs on ALCO's behalf while a Customer Reimbursement Agreement is negotiated.

SUBCOMMITTEE FINDINGS

The ALCO shredder customer reimbursable project was presented to and discussed with the PPC Subcommittee on June 30, 2022.

STAFF ANALYSIS

Earlier this year, PPC began discussions with ALCO regarding PPC supporting the Project. The new shredder is expected to have a significant electrical demand as part of its operations. PPC had its engineer perform a system load flow, stability, and voltage analysis.

As part of the upgrade, PPC's engineer has recommended replacing the North Mare Island Station M and Station N breaker sets with two VFIs of an identical nature to those being purchased for Station F.

In discussions with Anixter-Eaton, they have committed to keeping the equipment pricing firm for the Station FVFIs, allowing PPC to potentially procure two additional VFIs to support the Project at the same Station F bid-award price.

PPC proposes to procure the VFIs for the Project while in the process of negotiating a Customer Reimbursement Agreement with ALCO. ALCO will repay PPC at a rate of 3.2% over a period of 10 years.

Supporting customer projects is something that is done from time to time to allow businesses located on Mare Island to expand their operations, thereby increasing energy consumption, and as a result, increasing IE's revenues.

ATTACHMENTS: Resolution
Equipment Purchase Contract with Anixter-Eaton

Report Prepared By: Douglas Buchanan, Power Company Manager

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Authorizing the Executive Director to Negotiate And Execute: 1) an Equipment Purchase Contract with Anixter-Eaton in Support of a Customer Reimbursement Project; and 2) a Customer Reimbursement Agreement with ALCO Iron and Metals	))))))	RESOLUTION NO. 22–

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

WHEREAS, ALCO Iron and Metals (ALCO), an IE industrial customer on Mare Island, is expanding its operations with a new, metals shredding and sorting facility (Project) to be located at ALCO's north Mare Island recycling operations and whose operation will require a significant amount of electrical energy; and

WHEREAS, PPC conducted a utility electrical distribution system load flow, stability, and voltage analysis, and determined that the existing utility electrical infrastructure serving ALCO and other Mare Island customers would not be adequate to serve the new Project load and will need to be upgraded; and

WHEREAS, PPC and its engineer determined that a portion of the distribution system upgrade would require two, vacuum fault interrupter (VFI) pad mounted switchgears; and

WHEREAS, PPC conducted a formal, competitive bid process on April 27, 2022 to procure two identical VFI pad mounted switchgears for the replacement of similar failed equipment at PPC's Station F; and

WHEREAS, an award to procure Station F VFIs was made to Anixter-Eaton, who has committed to holding bid VFI pricing so that PPC may procure two additional VFIs in support of the ALCO Project scope and schedule; and

WHEREAS, PPC proposes to use PPC's Fund Balance for the procurement of the two Project VFIs and related materials in the amount of $350,000; and

WHEREAS, ALCO will repay PPC, through the Customer Reimbursement Agreement, with the terms of 3.2% payable over 10 years; and

WHEREAS, supporting customer projects is something that is done from time to time to allow businesses located on Mare Island to expand their operations, thereby increasing energy consumption, and as a result, increasing IE's revenues.

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of the Pittsburg Power Company hereby authorizes the Executive Director to negotiate and execute:

1. An Equipment Purchase Contract with Anixter-Eaton in the amount of $350,000 (two VFIs for the Project-$262,000, miscellaneous supporting equipment-$38,000 for, and contingency-$50,000). PPC Fund Balance will be used to pay for the contract.

2. A Customer Reimbursement Agreement with ALCO to repay PPC at a rate of 3.2% over a period of 10 years.

PASSED AND ADOPTED by Governing Board of the Pittsburg Power Company at a regular meeting on the 15th day of August 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Chair

ATTEST:

_____
Garrett Evans, Secretary

PITTSBURG POWER COMPANY

INVITATION TO BID

CONTRACT DOCUMENTS

FOR THE PURCHASE OF STATION F SWITCHGEAR

CONTRACT NO. 2022-16

Issued for Bid: April 27, 2022

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Notice Inviting Bids

1. **Bid Submission.** Pittsburg Power Company ("**PPC**") is a public agency and joint powers authority comprised of the City of Pittsburg and the former Pittsburg Redevelopment Agency. PPC provides retail gas and electric service on Mare Island in Vallejo, operating under the name Island Energy. PPC will accept sealed bids for the sale and delivery of two (2) medium-voltage "Vacuum Fault Interrupters" (each, a "VFI"), including related components, as further specified (collectively, the "**Equipment**") from qualified suppliers (a "**bidder**" or "**bidders**"), by or before May 20th, 2022, at 2:00 p.m., at the office of the City Clerk of the City of Pittsburg, located at 65 Civic Avenue, First Floor, Pittsburg, California, at which time the bids will be publicly opened and read aloud.

2. **General Information.** PPC requires the supply and delivery of the Equipment to PPC's Island Energy location, located at its Station F – Building 822, 1366 Railroad Ave., Mare Island Vallejo, CA 94592 (the "**Delivery Site**"), as further described and specified in the Specifications attached hereto.

3. **Contract Documents.** The bid documents (Notice Inviting Bids, Instructions to Bidders, and Bid Proposal form), the Contract, the Specifications, and any attachments or addenda thereto (collectively, the "**Contract Documents**") may be downloaded from the City of Pittsburg's website located at: https://www.pittsburgca.gov/business/current-bidding-opportunities. A printed copy of the Contract Documents may be obtained from the office of the City Clerk of the City of Pittsburg, Community Development Department, 65 Civic Avenue, Pittsburg, CA 94565, for a nonrefundable payment to PPC of $15.00.

By: Amanda McVey for Date: 4-26-2022
Alice E. Evenson, City Clerk

Publication Date: April 27, 2022

END OF NOTICE INVITING BIDS

Instructions to Bidders

Each Bid Proposal submitted to Pittsburg Power Company ("PPC") for sale and delivery of the Equipment must be submitted in accordance with the following instructions and requirements:

1. **Bid Submission.**

   1.1 **General.** Each Bid Proposal must be signed, sealed and submitted to PPC, using the form provided in the Contract Documents, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. PPC reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from PPC. The bid price must include all costs to timely supply and deliver the Equipment as specified in the Contract Documents, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead. By submitting a bid, each bidder agrees that the bid price constitutes a firm offer to enter into the Contract with PPC, and that the offer will remain open for 60 days following the date of bid opening.

   1.2 **Bid Envelope.** The sealed envelope containing the Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

   BID PROPOSAL:
   Station F Switchgear Purchase
   Contract No. 2022-16

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

   Attn: Alice E. Evenson

   The envelope must also be clearly labeled, as follows, with the bidder's name and address:

   [Bidder company name]
   [street address]
   [City, state, zip code]

2. **Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, may be considered nonresponsive. Any exceptions should be identified in a separate attachment with a brief explanation of how each exception meets or exceeds the requirements in the Specifications.

3. **Authorization and Execution.** Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporation Code § 313.

4. **Requests for Information.** Questions or requests for clarifications regarding the Equipment, the bid procedures, or any of the Contract Documents must be submitted in writing to Douglas W. Buchanan, PE of Pittsburg Power Company at DougBuchanan@pittsburgca.gov. Oral responses are not authorized and are not binding on PPC. Bidders should submit any such written inquiries at least five business days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by PPC in response to a written inquiry will be issued in an addendum.

5. **Pre-Bid Investigation.**

   5.1 **General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents and reasonable and prudent inquiry concerning known and potential site and area conditions, prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed.

   5.2 **Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided "For Reference Only," if any, e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying PPC of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to PPC no later than five business days before the scheduled bid opening. PPC expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by PPC.

6. **Addenda.** PPC reserves the right to issue addenda prior to bid time. Any addenda issued prior to the bid opening are part of the Contract Documents. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check the following website periodically for any addenda or updates:
https://www.pittsburgca.gov/business/current-bidding-opportunities

7. **Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by PPC at 65 Civic Avenue Pittsburg, CA 94565 or sent via email at DougBuchanan@pittsburgca.gov before 5:00 p.m. no later than two business days following bid opening (**"Bid Protest Deadline"**) and must comply with the following requirements:

   7.1 **General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

   7.2 **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the *specific* portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.

   7.3 **Copy to Protested Bidder.** Upon submission of its bid protest to PPC, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.

7.4 **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by PPC before 5:00 p.m., within two business days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "**Response Deadline**"). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.

7.5 **Copy to Protesting Bidder.** Upon submission of its response to the bid protest to PPC, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

7.6 **Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

7.7 **Right to Award.** PPC reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit and to award the Contract to the bidder it has determined to be the bidder submitting the lowest responsive bid, notwithstanding any pending or continuing challenge to its determination.

8. **Reservation of Rights.** PPC reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; or to postpone or abandon the purchase entirely. The Contract will be awarded, if at all, within 60 days after opening of bids, to the bidder that submitted the lowest responsive bid. PPC expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by PPC in any form. Each bidder is solely responsible for its costs to prepare and submit a bid.

END OF INSTRUCTIONS TO BIDDERS

Bid Proposal

STATION F SWITCHGEAR PURCHASE

Anixter Power Solutions ("**Bidder**") hereby submits this Bid Proposal to Pittsburg Power Company ("**PPC**") for sale and delivery of the above-referenced Equipment, as defined in the Notice Inviting Bids and in accordance with the Contract Documents referenced therein.

1. **Base Bid.** Bidder proposes to supply and deliver the Equipment as specified in the Contract Documents, within the specified time, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, shipping and handling, taxes, insurance and all overhead for the following price ("**Base Bid**"):
   $ 261,889.82 .

2. **Delivery Deadline.** If awarded the Contract, Bidder will supply and deliver the Equipment to the Delivery Site by the following deadline: (*Insert a deadline for delivery of the Equipment. Bidder's proposed deadline must not exceed 10* ***months*** *from the Effective Date of the Contract, as defined in Section 1 of the Contract.*)

   10 months from the Effective Date of the Contract

3. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against PPC based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01		#05	
#02		#06	
#03		#07	
#04		#08	

4. **Bidder's Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

   4.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder's knowledge, there are no errors, omissions, or discrepancies in the Contract Documents.

   4.2 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to timely supply and deliver the Equipment in accordance with the Contract Documents.

   4.3 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.

   4.4 **Nondiscrimination.** In preparing this Bid, the Bidder has not engaged in discrimination against any prospective or present employee or subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.

5. **Award of Contract**. By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the sale and delivery of the Equipment, within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:

5.1 **Execute Contract.** Enter into the Contract with PPC in accordance with the terms of this Bid Proposal, by signing and submitting to PPC the Contract prepared by PPC using the form included with the Contract Documents; and

5.2 **Insurance Requirements.** Submit to PPC the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

This Bid Proposal is hereby submitted on May 18th, 2022, by:

Anixter Power Solutions
Company Name

s/ _____ Sam Baker
Name and Title

s/ _____ Rick Judd Ops Mgr
Name and Title

[See Section 3 of Instructions to Bidders for signature requirements]

6350 Goodyear Road
Company Address

Benicia, CA 94510
City, State, Zip

Sam Baker
Contact Name

(707)-747-3495
Phone

sam.baker@anixter.com
Contact Email

END OF BID PROPOSAL

Contract

This contract ("**Contract**") is entered into by and between Pittsburg Power Company, a public agency and joint powers authority comprised of the City of Pittsburg and the former Pittsburg Redevelopment Agency ("**PPC**") and Anixter Power Solutions ("**Supplier**"), for sale and delivery of two (2) medium-voltage "Vacuum Fault Interrupters" (each, a "VFI"), including related components, as further specified (collectively, the "**Equipment**").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Supplier has submitted a Bid Proposal for the sale and delivery of the Equipment to PPC's Island Energy location, located at its Station F – Building 822, 1366 Railroad Ave., Mare Island Vallejo, CA 94592 (the "**Delivery Site**"), as further specified in the Contract Documents, as defined below. This Contract will take effect upon full execution by the parties ("**Effective Date**").

2. **Contract Documents.** The following documents, all of which are incorporated into this Contract, are collectively referenced as the "**Contract Documents**." Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. In case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest:

   2.1 Change orders or amendments, if any;
   2.2 Addenda, if any;
   2.3 Contract;
   2.4 Island Energy – Station F Switchgear Spec Sheet, dated January 14, 2022, prepared by Power Engineers, Inc. ("**Specifications**");
   2.5 Notice of Potential Award;
   2.6 Notice Inviting Bids;
   2.7 Instructions to Bidders; and
   2.8 Supplier's Bid Proposal.

3. **Supplier's Obligations.** Supplier must provide, furnish, and supply all things necessary and incidental for the timely delivery of the Equipment, as set forth in the Contract Documents, including all necessary labor, materials, supplies, tools, equipment, facilities, shipping, and delivery costs.

4. **Coordination with Project Manager.** Supplier and its representative must coordinate the delivery of the Equipment, with PPC's Project Manager and be available to the Project Manager, to answer questions related to the Equipment. PPC's Project Manager for this Contract is Kamal Neogy, available via email at kneogy@pittsburgca.gov and via telephone at (707) 567-4055. PPC reserves the right to replace its Project Manager without prior notice to Supplier. Supplier's representative for this Contract is Sam Baker <insert name>, available via email at sam.baker@anixter.com <insert email> and via telephone at 707-747-3495 <insert phone number>.

5. **Payment.** As full and complete compensation for Supplier's timely supply and delivery of the Equipment, in strict accordance with the terms and conditions of the Contract Documents, PPC will pay Supplier $ 201,889.82 ("**Contract Price**") for all of Supplier's direct and indirect costs to supply and deliver the Equipment, including all labor, materials, supplies, equipment, taxes, insurance, all overhead costs, and any other costs, expenses, and charges incurred by Supplier, in accordance with the payment provisions contained herein. Supplier warrants that title to all work, materials and equipment incorporated into the Equipment will pass to PPC free of any claims, liens, or encumbrances upon payment to Supplier.

   5.1 **Application for Payment.** Following delivery of the Equipment as required by the Specifications, Supplier may submit to PPC an invoice for payment for the Equipment.

The invoice must be itemized to include all labor, materials, and equipment provided and delivered, and any other substantiating data required by the Contract Documents. PPC will not pay for Equipment that is not fully functional as specified or otherwise does not meet the requirements of the Contract Documents. Supplier's acceptance of payment for the Equipment will release PPC from any and all claims and liability for compensation under this Contract.

6. **Delivery Deadline.** Supplier will supply and deliver the Equipment, as required by the Contract Documents, within 10 months from the Effective Date, unless extended by PPC by a duly authorized change order ("**Delivery Deadline**").

7. **Liquidated Damages.** Time is of the essence in performing all of Supplier's obligations under the Contract Documents. If Supplier fails to supply and deliver the Equipment to PPC by the Delivery Deadline, or for Equipment that is not fully functional as specified by the Delivery Deadline, PPC will assess liquidated damages in the amount of $1,200.00 per day for each day of unexcused delay. Liquidated damages may be deducted from any payment due or to become due to Supplier under this Contract.

8. **Freight.** Freight is to be shipped FOB Destination. Supplier owns the title to Equipment until delivery to the Delivery Site and acceptance by PPC. No additional charges for containers, packing, storage, or any other similar charges will be allowed unless specified elsewhere in the Contract Documents.

9. **Insurance.** No later than ten days following issuance of the Notice of Potential Award, Supplier must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to PPC. The required insurance must cover the activities of Supplier and any subcontractors of Supplier under the Contract and must remain in full force and effect at all times during the period covered by the Contract, through the date of PPC's acceptance of the Equipment. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Supplier fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, PPC may, at its sole discretion, purchase such coverage at Supplier's expense and deduct the cost from payments due to Supplier, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Supplier's liability under this Contract or to fulfill Supplier's indemnification obligations under this Contract.

9.1 **Policies and Limits.** The following insurance policies and limits are required for this Contract:

(A) *Commercial General Liability ("CGL") Insurance:* The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Supplier's or its subcontractor's acts or omissions in the fabrication and delivery of Equipment, including contractor's protected coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least $2,000,000 per occurrence and at least $4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(B) *Automobile Liability Insurance:* The automobile liability insurance policy must provide coverage of at least $2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(C) *Workers' Compensation Insurance and Employer's Liability:* The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least $1,000,000 or as otherwise required by the statute. If Supplier is self-insured, Supplier must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

9.2 **Notice.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to PPC, unless due to non-payment of premiums, in which case ten days written notice must be made to PPC.

9.3 **Waiver of Subrogation.** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against PPC.

9.4 **Required Endorsements.** The CGL policy and automobile liability policy must include the following specific endorsements:

(A) PPC, including its Board of Directors, officials, officers, employees, agents, volunteers and consultants (collectively, "**Additional Insured**") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by PPC.

(B) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(C) The insurance provided by Supplier is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

(D) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

9.5 **Supplier's Responsibilities.** This Section 9 establishes the minimum requirements for Supplier's insurance coverage in relation to the sale and delivery of the Equipment but is not intended to limit Supplier's ability to procure additional or greater coverage. Supplier is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Supplier is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Supplier's insurance coverage.

9.6 **Deductibles and Self-Insured Retentions**. Any deductibles or self-insured retentions that apply to the required insurance (collectively, "**deductibles**") in excess of $100,000 are subject to approval by PPC's Risk Manager, acting in his or her sole discretion, and must be declared by Supplier when it submits its certificates of insurance and endorsements pursuant to this Section 9. If PPC's Risk Manager determines that the deductibles are unacceptably high, at PPC's option, Supplier must either reduce or eliminate the deductibles as they apply to PPC and all required Additional Insured; or must provide a financial guarantee, to PPC's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

9.7 **Third-Party Transportation Companies.** Supplier must ensure that any third-party transportation companies contracted by Supplier to transport and deliver the Equipment maintain the same insurance coverage required under this Section 9, sufficient to cover the entire cost to replace the Equipment. Transportation companies may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by PPC's Risk Manager. Supplier must confirm that each transportation company has complied with these insurance requirements, including those requirements related to the Additional Insureds and waiver of subrogation. Upon request by PPC, Supplier must provide certificates and endorsements submitted by each transportation company to prove compliance with this requirement. The insurance requirements for transportation companies do not replace or limit the Supplier's insurance obligations.

10. **Indemnity.** To the full extent permitted by law, Supplier will indemnify, defend with counsel acceptable to PPC, and hold harmless PPC, its Board of Directors, officials, officers, agents, employees, and volunteers (collectively, "**PPC Indemnitees**") from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "**Liability**") of every nature arising out of or in connection with Supplier's acts or omissions with respect to this Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of any of PPC Indemnitees. This indemnification obligation applies to any and all intellectual property claims. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Contract.

11. **Correction of Defects.** Supplier must promptly correct, at Supplier's sole expense, any deficient or defective Equipment, as determined by PPC in its sole discretion. Workmanship, materials, parts or equipment that do not conform to the requirements of the Specifications and every other Contract Document, as determined by PPC, will be considered defective and subject to rejection. This paragraph also applies to any defects or deficiencies discovered during the warranty period set forth in Section 21.

12. **Ownership.** No portion of the Contract Documents may be used for any purpose other than the sale and delivery of Equipment, without prior written consent from PPC. Supplier is deemed to have conveyed the copyright in any designs, drawings, specifications, shop drawings, or other documents (in paper or electronic form) developed by Supplier for the Equipment, and PPC will retain all rights to such works, including the right to possession.

13. **Intellectual Property Rights.** Supplier must, at its sole expense, obtain and possess any authorization or license required for use of patented or copyright-protected materials, equipment, devices or processes that are incorporated into the Equipment. Supplier grants a license to such items for the benefit of PPC. All licenses shall be perpetual, world-wide, non-exclusive, non-transferable, and royalty free and sufficient in scope to permit PPC's full use and enjoyment of its ownership rights in the Equipment. Supplier's indemnity obligations in Section 10 apply to any claimed violation of intellectual property rights in violation of this provision.

14. **Records.** Supplier will maintain records related to this Contract, including records related to the Equipment delivered, for a period of four years from expiration or termination of this Contract. Supplier will permit PPC to inspect, examine, and audit Supplier's books, records, accounts, and any and all data relevant to this Contract at any reasonable time, and will furnish to PPC any other evidence or information requested by PPC.

15. **Confidentiality.** Unless disclosure is required by applicable law or valid court order, Supplier will maintain the confidentiality of all non-public information made known to or discovered by Supplier in connection with this Contract and will not disclose or otherwise disseminate any information conveyed by or through PPC to Supplier relating to this Contract. Supplier will immediately notify

PPC in writing if it is requested to disclose any such information. This provision survives termination or expiration of the Contract.

16. Suspension and Termination.

16.1 Suspension. PPC reserves the right to suspend, delay, or interrupt the delivery of the Equipment, in whole or in part, for a period of time determined to be appropriate for PPC's convenience or due to Supplier's fault. Upon notice by PPC pursuant to this provision, Supplier must immediately suspend, delay, or interrupt the delivery of the Equipment, and secure the Equipment, if necessary. PPC will compensate Supplier for reasonable extra costs resulting from such directives only to the extent that PPC issues such directives for its convenience and not due to Supplier's fault and provided that Supplier provides advance written notice to PPC of such extra costs.

16.2 Termination for Convenience. PPC reserves the right to terminate all or part of the Contract for convenience upon written notice to Supplier. In the event of PPC's termination for convenience, Supplier waives any claim for damages, including for loss of anticipated profits. If PPC terminates the Contract for convenience, Supplier will be compensated for its actual, documented out of pocket costs up to the effective date of termination with no mark up.

16.3 Termination for Default. PPC may terminate this Contract for cause for any material default. Supplier may be deemed in default for a material breach of the Contract Documents, including failure to deliver the Equipment by the Delivery Deadline; failure to correct rejected work; disregard of applicable laws, regulations, ordinances, rules, or orders; or responsibility for any other material breach of the Contract requirements. If PPC terminates the Contract for cause, PPC will only owe Supplier payment for Equipment accepted by PPC prior to the effective date of termination.

17. Dispute Resolution.

17.1 Written Claim. In the event that any dispute arises in relation to this Contract, Supplier must submit a written claim to PPC, which must clearly identify and describe the dispute and attach any documents necessary to substantiate the claim. PPC will respond in writing within 15 business days following receipt of the claim. Within 10 days of PPC's response, PPC's Project Manager and Supplier's representative will meet either in person or via video conference, as mutually agreed, in order to engage in a good faith effort to resolve the matter informally. If the dispute is not resolved by informal discussions, the parties agree to submit the dispute to mediation.

17.2 Mediation. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within 60 business days after the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation, except costs incurred by each party for representation by legal counsel. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute.

17.3 Claim Presentment. Nothing in this Contract will be construed as a waiver of any of the claim presentment requirements set forth in Government Code section 900 et seq.

18. Remedies. All of PPC's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and PPC reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or sale and delivery of the Equipment.

19. **Waiver.** PPC's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by PPC. PPC's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by PPC.

20. **Acceptance of Equipment.** PPC's acceptance of, or payment to Supplier for, the Equipment does not release Supplier from its responsibility for the accuracy, completeness, or competency of the Equipment, nor do the actions constitute an assumption of Supplier's responsibility or liability by PPC for any defect or error in the Equipment.

21. **Warranty.**

    21.1 **General.** The Equipment's value to PPC is entirely dependent on it being fully functional as required by the Specifications. Supplier warrants that the Equipment will meet the performance standards set forth in the Specifications, and that all Equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Supplier further warrants that the Equipment will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Supplier warrants that materials or items incorporated into the Equipment comply with the requirements and standards in the Contract Documents, including compliance with all applicable laws. At PPC's request, Supplier must furnish satisfactory evidence of the quality and type of Equipment furnished.

    21.2 **Warranty Period.** Supplier's warranty must guarantee that the Equipment meets the performance standards set forth in the Specifications and that the Equipment is free from defective workmanship and materials for a period of at least one year from the date PPC accepts the Equipment, except when a longer guarantee is provided by a supplier or manufacturer. Supplier must obtain from its subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

22. **Conflicts of Interest.** Supplier, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any local requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

23. **Independent Contractor.** Supplier is an independent contractor under this Contract and will have control of the supply and delivery of the Equipment and the means and methods by which it is performed. Supplier and any subcontractors of Supplier are not employees of PPC and are not entitled to participate in any health, retirement, or any other employee benefits from PPC.

24. **Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required under this Contract because of natural disasters, strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("**Force Majeure Event**"), performance of that act will be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance will be extended for an equivalent period. Delays or failures to perform resulting from lack of funds will not be Force Majeure Events.

25. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

PPC:

Pittsburg Power Company
65 Civic Drive
Pittsburg, CA 94565
(925) 252-4185

Attn: Douglas W. Buchanan, Power Company Manager
dougbuchanan@pittsburgca.gov

Copy to: Vanessa Xie, Accounting Officer
vxie@pittsburgca.gov

Supplier:

Name: Anixter Power Solutions
Address: 6350 Goodyear Road
City/State/Zip: Benicia, CA 94510
Phone: 707 - 747 - 3495
Attn: Sam Baker
Email: sam.baker@anixter.com
Copy to: michael.luis@anixter.com

26. General Provisions.

26.1 Compliance with All Laws. Supplier will comply with all applicable federal, state, and local laws and regulations including, but not limited to, unemployment insurance benefits, FICA laws, conflict of interest laws, and local ordinances.

26.2 Assignment and Successors. Supplier may not assign its rights or obligations under this Contract, in part or in whole, without PPC's written consent. This Contract is binding on Supplier's and PPC's lawful heirs, successors and permitted assigns.

26.3 Third Party Beneficiaries. There are no intended third party beneficiaries to this Contract.

26.4 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Contra Costa County Superior Court, and no other place. Supplier waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Contra Costa County, California.

26.5 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

26.6 Integration. This Contract and the Contract Documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between PPC and Supplier.

26.7 Severability. If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

26.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party.

If Supplier is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

SIGNATURE PAGE FOLLOWS

The parties agree to this Contract as witnessed by the signatures below:

PPC:

s/ _____

Garrett Evans, Executive Director
Name, Title

Date: 6/24/22

Approved as to form:

s/ _____

DONNA MOONEY, GENERAL COUNSEL
Name, Title

Date: 6/22/22

SUPPLIER: Anixter Power Solutions
Business Name

s/ _____

Seal:

Sam Baker, Sales
Name, Title

Date: 05/18/2022

Second Signature (See Section 26.8):

s/ _____

Rick Judd Ops Mgr
Name, Title

Date: 5-2-2022

END OF CONTRACT

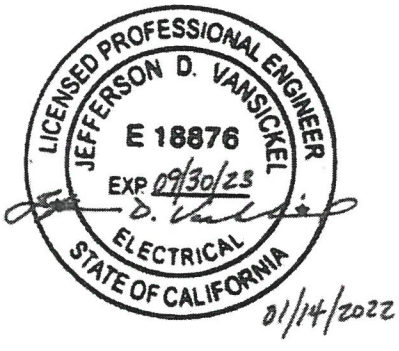
Specifications

[Follows Next Page]

January 14, 2022

ISLAND ENERGY

Station F Switchgear Spec Sheet
Mare Island, CA



PROJECT NUMBER:
170840
PROJECT CONTACT:
JEFF VANSICKEL
EMAIL:
JEFF.VANSICKEL@POWERENG.COM
PHONE:
208-288-6311

POWER ENGINEERS

Island Energy - Station F Switchgear Spec Sheet
Mare Island, CA

PREPARED FOR: *ISLAND ENERGY, MARE ISLAND, CA*

PREPARED BY: *JEFF VANSICKEL*
208-288-6311
JEFF.VANSICKEL@POWERENG.COM

REVISION HISTORY		
DATE	**REVISED BY**	**REVISION**
08-30-2021	J.VanSickel	0
01-14-2022	J.VanSickel	1

MEDIUM VOLTAGE PADMOUNT SWITCHGEAR

Name:	Station F Switchgear
Equipment Tag Number:	F-1 & F-2
Location:	Outdoor
Exterior Color:	Per manufacturers standard
Enclosure Type:	NEMA 3R
Main Bus:	600 Amps ,15kV, 3PH, 3W
Neutral Bus:	100 percent of the phase bus rating
S.C Rating (Min):	12.5kA symmetrical interrupting rating
Frequency	60Hz
Cable Entry:	Bottom
Special Features:	1. Six-Way Switch a. Three (3) VFI-Ways b. Three (3) Switch-Ways

FEATURES FOR MEDIUM VOLTAGE PADMOUNT SWITCHGEAR

1. Standard Features:
   - a. Pad-mount style, mild steel with non-corrosive hardware
   - b. Double-sided configuration
   - c. 100% Deadfront construction
   - d. Liquid level gauge
   - e. Lift-up roof with retainers
   - f. Pentahead bolt with padlock provisions
   - g. Externally replaceable bushing/wells – 600A on all VFI-Ways, 200A on all Switch-Ways
   - h. Accessory parking stands
   - i. 1" External drain valve with 3/8" sampler on tank with lockable cover
   - j. ¼" x 1.5" flat copper ground bus with 5/8" holes
   - k. Visible break on all ways: Closed – Open – Ground
   - l. Semaphore indicators on all ways
   - m. Provisions for S.T.A.R. FCI with large FISHEYE on all ways
   - n. Current sensing
   - o. E200 transformer fluid shall be provided and shipped with switchgear

2. All ways (1-6) shall be equipped with two (2) auxiliary Form C contacts. Both contacts shall be wired to the control cabinet one for use by the control (monitoring) system and the other for customer use.

3. Switchgear shall be provided with CT powered overcurrent protection and control module as a minimum.

4. No motor operators/provisions required.

Powering Business Worldwide

ANIXTER INC 3342 PBEN
6350 GOODYEAR ROAD
BENICIA California 94510-1218

End Customer: Island Energy

Proposal Specifics

- Proposal Total (excluding alternates): $241,640.36 USD
- Proposal Valid From: Apr 19, 2022
- Proposal Valid To: Jun 06, 2022
- Terms of Sale: PP3 - FOB Destination - Freight Prepaid and Allowed
- Payment Terms: Net 30 Days
- Standard 12 Months Warranty

Powering Business Worldwide

Proposal Notes

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components or power distribution products in their entirety.

Orders must be issued to "Cooper Power Systems, LLC" and are subject to Eaton's Terms and Conditions of Sale that are included or have been provided previously to the buyer.

The following are the purchase order requirements for Eaton's Power Systems Division

- All purchase orders must have the following clearly identified to be accepted by Power Systems. If a purchase order is missing any one of the requirements, it will be returned for revision prior to entering the order.
    - PO number
    - Sold to number or address
    - Ship to number or address ('will advise' acceptable temporarily)
    - Price per line item
    - Quantity per line item
    - Catalog number, customer material number, or quote number with identified item numbers
    - Freight Terms
    - Currency if international
    - Payment Terms

Listing any of the following additional requirements on your purchase order will assist in the speed and accuracy of processing your order and preventing orders from being placed on hold:

- Valid and current contract or quote number
- Shipping Notes (if required)
    - If shipping collect an account number must be provided
    - If shipping third party a payer address is needed
    - If shipping direct to the end user, provide an address, contact name and contact number
    - If shipping complete, this must be noted
- Please note any special instructions, including special billing and customer witness tests. It is preferred that they are highlighted.
- Lead-times
    - Please note when the customer needs the material
    - If expedited lead-times have been committed please note who you received the lead-time from and what the commitment was

Proposal number and item number should be referenced on purchase order.
Quoted lead-times are based on current factory loading and are subject to change.

Proposal Specific Notes:

Powering Business Worldwide

Additional Notes
Padmount Switchgear Standard Notes --- Unless shown in the bill of materials, all fuses, arresters, lugs, terminals, terminators, flex connectors, and related hardware shall be furnished and installed by others at no cost to Eaton. The bill of material detailed in the proposal shall be the specification of record. Any changes will require price consideration. Pricing does not include the delays or costs associated with witness of testing or final inspections. If required, price and lead time consideration may be considered. --- Witness / Inspection Visit: Customer Witness of Routine Test/Final Inspect: $2000 USD per unit, +1 week --- Customer Final Inspection: $1500 USD per unit, +1 week --- Leadtime is subject to change based on current factory loading and may vary between time of quote and time of order. Any requests in addition to standard Eaton process will increase leadtime. These requests may include, but are not limited to approval drawings, third party inspection testing and special testing requirements. Contact the factory for current leadtimes. --- Commercial A written Purchase Order must be received by the sales office that submitted this quote within the listed validity on the quote. The Purchase Order may be either Release for Manufacture or Hold for Approval Drawing Submittal. When the order is Hold for Approval Drawing Submittal, the Approval Drawings must be returned to the submitting sales office with a Release for Manufacture within 60 days of the original P.O. date. Should the Release for Manufacture arrive after the 60 days mentioned above, an escalation schedule shall be applied as follows: - Greater than 60 days = 2% total price escalation - Greater than 90 days = 3% total price escalation - Greater than 120 days = 4% total price escalation - Greater than 150 days = 5% total price escalation - Greater than 180 days = Order cancelled with payment to Seller of reasonable termination charges, including progress billings and all incurred direct manufacturing costs. Upon order entry by Eaton, the switchgear will be acknowledged to ship at the quoted lead time or the best available lead time. In the event Buyer cancels this agreement after award, Buyer may terminate upon payment to Seller of reasonable termination charges, including progress billings and all incurred direct manufacturing costs.

Powering Business Worldwide

Additional Notes

Configuration shown is for reference only, actual design may differ from the layout shown.

We now offer complete services for all your power distribution and automation needs.

We have the industry's largest Electrical Power Equipment Manufacturer's Service Team, which provides 24 hour service.

We provide start-up and commissioning; power system analysis including Arc Flash, Harmonics and other studies; preventive maintenance, testing and field trouble-shooting; multi-year service contracts; power system automation engineering,

monitoring and training; aftermarket life extension solutions; as well as turnkey project capabilities.

In addition to the services that we can provide for the equipment contained within this proposal, our Service Team is experienced on all manufacturers' electrical power distribution equipment, so please contact us about any electrical system problem.

If you need immediate service, you can contact the Representative who provided this proposal, or call our 24-hour response number: 1-800-498-2678.

Eaton Power Systems Division
1319 Lincoln Ave
Waukesha, WI 53186 US

Item Summary

Proposal Total: $241,640.36 USD
*Proposal Total does not include any alternate items listed below

Items

Item #	Catalog # Customer Material #	Description	Manufacturing Lead Time (Weeks)	***Approval Drawing Lead Time (Weeks)	Price Each	Qty	Total Price
2.0	**KP01002776**	15kV-6W3-Vacuum Fault Interrupter (VFI)-E200-Mild Steel	44	Consult Factory	$120,820.18	2	$241,640.36

Eventual Catalog # to Order
*** Upon receipt of clean order information (see Proposal Details for requirements)

373

Eaton Power Systems Division
1319 Lincoln Ave
Waukesha, WI 53186 US

Item Details

Item Number: 2.0

Catalog #: **KP01002776**
Customer RFQ Information:

Price Each	Quantity	Extended Price
$120,820.18 USD	2	$241,640.36 USD

Lead-time (Per Lead-time definition in Proposal Details):
Manufacturing Lead-time: 44weeks after release of order by customer
Approval Drawing Lead-time: Consult Factory weeks upon receipt of order

Mounting Type	Pad-Mounted
Phase	Three-Phase Units
kV Class	15kV 12.5kA
Insulation Fluid	E200
Tank/Cabinet Material	Mild Steel
Paint	Standard Bell Green (Munsell 7GY 3.29/1.5)
Unit Type	VFI
Number of Sides	Double Sided
Qty of Ways	6 Ways
Model Selection	Custom
Selection A Features	Source - Vacuum Switch (RVAC)
Selection A Handle	One Three Phase Handle
Selection A Bushings	600 Amp Aluminum Deadbreak Bushings
Selection A Visible Break	3 Position (open/closed/ground)
Selection B Features	Source - Vacuum Switch (RVAC)
Selection B Handle	One Three Phase Handle
Selection B Bushings	600 Amp Aluminum Deadbreak Bushings
Selection B Visible Break	3 Position (open/closed/ground)
Selection C Features	Source - Vacuum Switch (RVAC)
Selection C Handle	One Three Phase Handle

Eaton Power Systems Division
1319 Lincoln Ave
Waukesha, WI 53186 US

Selection C Bushings	600 Amp Aluminum Deadbreak Bushings
Selection C Visible Break	3 Position (open/closed/ground)
Selection D Features	Tap - VFI
Selection D Handle	One Three Phase Handle
Selection D Bushings	200 Amp Bushing Wells
Selection D Visible Break	3 Position (open/closed/ground)
Selection D CT Ratio	1000:1
Selection E Features	Tap - VFI
Selection E Handle	One Three Phase Handle
Selection E Bushings	200 Amp Bushing Wells
Selection E Visible Break	3 Position (open/closed/ground)
Selection E CT Ratio	1000:1
Selection F Features	Tap - VFI
Selection F Handle	One Three Phase Handle
Selection F Bushings	200 Amp Bushing Wells
Selection F Visible Break	3 Position (open/closed/ground)
Selection F CT Ratio	1000:1
Controls	Tri-Phase Control with Ground Trip
Phase TCC Card	EF Curve (Phase)
Ground TCC Card	EF Curve (Phase)
Fault Indicator Provisions	Provisions for S.T.A.R. FCI with Large Fisheye
Grounding Provisions	Flat Copper Bolted Ground Bus Bar
Service Items	Externally Mounted Drain Valve
Phase Diagram	1-Line Diagram
Semaphores	All Source and Tap Ways
Motor Operator Options	No Motor Ops
Motor Operator Voltage	N/A
Aux Switches	All Source and Tap Ways - Qty 2
Aux Switch Installation	J Box

Eaton Power Systems Division
1319 Lincoln Ave
Waukesha, WI 53186 US

Externally Replaceable Bushings	All Source and Tap Ways
Junction Box	Aux Switch
Additional Accessories	Record Drawing PDF
Test Report	None
Note 1	Clarification: Auxiliary switches will be wired to the junction box for customer use.
Note 2	Exception: NEMA 3R Enclosure rating is not available.

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

TO: Mayor/Chair and Council/Governing Board Members

FROM: Garrett Evans, Executive Director/City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City of Pittsburg to Enter into a One-Year Agreement with Craft Community Care Center, Inc. Doing Business as Success Through Self Academy to Provide Youth Programs and Adoption of a Pittsburg Power Resolution Allocating $110,000 for the Fiscal Year 2022-2033 Agreement By and Between the City of Pittsburg and Craft Community Care Center, Inc. Doing Business as Success Through Self Academy

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

The City of Pittsburg and Craft Community Care Center, Inc. doing business as Success Through Self (STS) Academy propose to enter into a one-year agreement (Agreement) for youth based programs (Program) for fiscal year 2022-2023 (Term). The Agreement includes the use of the community rooms on a portion of 60 Civic Avenue (Premises). In addition, in the event of a proclaimed or declared disaster, City will require STS to provide childcare to children of City employees

FISCAL IMPACT

The total cost of the Agreement for the fiscal year is $110,000 ($80,000 for the Program and up to $30,000 for the electricity, gas, and water). The Agreement will be funded by Pittsburg Power Company fund 590-47101-2199.

RECOMMENDATION

City Council and the Governing Board of the PPC adopt the Resolutions, authorizing the City to Enter into an Agreement with STS Academy and allocating $110,000 from PPC to pay for the program and costs pursuant to the Agreement.

BACKGROUND

On May 11, 2009, Resolution 09-11211 authorized the City Manager to execute an agreement (Original Agreement) with STS Academy to provide the Program. The Program consists of after school recreational services for Pittsburg teens who attended schools in the Pittsburg Unified School District, playground programs when school is not in session, and tiny tot program that included flag football, t-ball, soccer, and basketball for children ages 3-6. The term of the Original Agreement commenced June 16, 2009 and expired August 31, 2014. On September 16, 2013, the Original Agreement was amended by Resolution 13-12033 which authorized $80,000 to fund the Program for fiscal year 2013-2014.

The City and STS continued this partnership, providing youth services to the community in the subsequent years following the Original Agreement.

SUBCOMMITTEE FINDINGS

This item was not discussed in a subcommittee.

STAFF ANALYSIS

STS has been in existence since 2004, providing numerous youth programs. STS provides the following services: before- and after-school care from 6 am to 6 pm for kindergarten through 5th grade students each day classes are in session at Pittsburg schools; transportation to and from school; hot meals; academic assistance; and enrichment and recreation activities. Enrichment and recreation activities include arts and crafts, gardening, cooking, performance arts, sewing, internships, and a variety of games and sports. High school services include tutoring, mentoring, driver's training, environmental and construction, and Teen2Teach.

STS receives its funding from various sources such as low-cost fees charged to participants, donations, sponsorships, fundraisers, and negotiated contracts. The City recognizes the efforts put forth by STS and the benefits the community receives and proposes to continue supporting STS' efforts. The proposed Agreement will commence on July 1, 2022 and will expire on June 30, 2023. The terms of the Agreement may be amended or terminated with six months notice upon written agreement by both parties.

The Agreement authorizes the use of the Premises during the Term. PPC will pay for PG&E and water used within the Premises, up to $30,000.

Since the City has had limited programs offered through its Recreation Department, STS has been supplementing the City's efforts by providing various youth programs for the community. In addition, in the event of a proclaimed or declared disaster City will require STS to provide childcare to children of City employees.

As the City continues to recover from the COVID-19 pandemic, its Recreation Department has been ramping up its services. The City will solicit requests for proposals for youth programs for fiscal year 2023-2024.

ATTACHMENTS: City Resolution
PPC Resolution
2022-2023 Agreement

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

City Council Resolution Authorizing the City of Pittsburg)
To Enter into a One-Year Agreement with Craft) RESOLUTION NO. 22-
Community Care Center, Inc. Doing Business as)
Success Through Self Academy for Youth Programs)

WHEREAS, on May 11, 2009, by City Council Resolution 09-11211, the City of Pittsburg authorized the City Manager to execute an agreement (Original Agreement) with Craft Community Care Center, Inc. doing business as Success Through Self (STS) Academy to provide youth based programs (Program) and said Original Agreement was later amended by City Resolution 13-12033 on September 16, 2013; and

WHEREAS, the City and STS continued this partnership, providing youth services to the community in the subsequent years following the Original Agreement; and

WHEREAS, the Program consists of before- and after-school care from 6 am to 6 pm for kindergarten through 5th grade students each day classes are in session at schools within the Pittsburg Unified School District Pittsburg; transportation to and from school; hot meals; academic assistance; and enrichment and recreation activities; and

WHEREAS, enrichment and recreation activities include arts and crafts, gardening, cooking, performance arts, sewing, internships, and a variety of games and sports. High school services include tutoring, mentoring, driver's training, environmental and construction, and Teen2Teach.and

WHEREAS, since the City has had limited programs offered through its Recreation Department, STS has been supplementing the City's efforts by providing various youth programs for the community; and

WHEREAS, the City proposes to continue allowing STS the use of the community rooms on a portion of 60 Civic Avenue (Premises); and

WHEREAS, the City proposes to allow STS the use of the Premises to provide youth programs, and in the event of a proclaimed or declared disaster require STS to provide childcare to children of City employees at the Premises; and

WHEREAS, City and STS propose to enter into a one-year agreement for 2022-2023 whereby STS will operate and administer the Program for $110,000 ($80,000 for the Program and up to $30,000 for the electricity, gas, and water); and

WHEREAS, the 2022-2023 Agreement will commence on July 1, 2022 and will expire on June 30, 2023 (Term); and

WHEREAS, the City will solicit requests for proposals for youth programs for fiscal year 2023-2024.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves the FY 2022-2023 Agreement with Craft Community Care Center, Inc. Doing Business as Success Through Self Academy for Youth Programs,

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of August 2022 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Resolution Allocating $110,000 for the Fiscal Year 2022-2033 Agreement by and Between the City of Pittsburg and Craft Community Care Center, Inc. Doing Business as Success Through Self Academy	RESOLUTION NO. 22-

WHEREAS, on May 11, 2009, by City Council Resolution 09-11211, the City of Pittsburg authorized the City Manager to execute an agreement (Original Agreement) with Craft Community Care Center, Inc. doing business as Success Through Self (STS) Academy to provide youth based programs (Program) and said Original Agreement was later amended by City Resolution 13-12033 on September 16, 2013; and

WHEREAS, the City and STS continued this partnership, providing youth services to the community in the subsequent years following the Original Agreement; and

WHEREAS, the Program consists of before- and after-school care from 6 am to 6 pm for kindergarten through 5th grade students each day classes are in session at schools within the Pittsburg Unified School District; transportation to and from school; hot meals; academic assistance; and enrichment and recreation activities; and

WHEREAS, enrichment and recreation activities include arts and crafts, gardening, cooking, performance arts, sewing, internships, and a variety of games and sports. High school services include tutoring, mentoring, driver's training, environmental and construction, and Teen2Teach.and

WHEREAS, since the City has had limited programs offered through its Recreation Department, STS has been supplementing the City's efforts by providing various youth programs for the community; and

WHEREAS, the City proposes to continue allowing STS the use of the community rooms on a portion of 60 Civic Avenue (Premises); and

WHEREAS, the City proposes to allow STS the use of the Premises to provide youth programs, and in the event of a proclaimed or declared disaster, require STS to provide childcare to children of City employees at the Premises; and

WHEREAS, City and STS propose to enter into a one-year agreement for fiscal year 2022-2023, whereby STS will operate and administer the Program for $110,000 ($80,000 for the Program and up to $30,000 for the electricity, gas, and water); and

WHEREAS, the 2022-2023 Agreement will commence on July 1, 2022 and will expire on June 30, 2023 (Term); and

WHEREAS, the City will solicit requests for proposals for youth programs for fiscal year 2023-2024.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby authorizes the allocation of $110,000 to pay for the program and costs pursuant to fiscal year 2022-2023 Agreement by and between the City and Craft Community Care Center, Inc. doing business as Success Through Self Academy to provide youth programs.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 15th day of August 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

AGREEMENT FOR YOUTH AND TEEN SERVICES BETWEEN THE CITY OF PITTSBURG AND CRAFT COMMUNITY CARE CENTER, INC. (dba SUCCESS THROUGH SELF ACADEMY)

This Youth and Teen Services Agreement (this Agreement) is made on July 1, 2022 by and between the City of Pittsburg, a California municipal corporation (City), and Craft Community Care Center, Inc., a 501(c)(3) nonprofit corporation doing business as Success Through Self Academy (STS).

RECITALS

WHEREAS, on May 11, 2009, by City Council Resolution 09-11211, the City of Pittsburg authorized the City Manager to execute an agreement (Original Agreement) with Craft Community Care Center, Inc. doing business as Success Through Self (STS) Academy to provide youth based programs (Program) and said Original Agreement was later amended by City Resolution 13-12033 on September 16, 2013; and

WHEREAS, the City and STS continued this partnership, providing youth services to the community in the subsequent years following the Original Agreement; and

WHEREAS, the Program consists of before- and after-school care from 6 am to 6 pm for kindergarten through 5th grade students each day classes are in session at schools within the Pittsburg Unified School District Pittsburg; transportation to and from school; hot meals; academic assistance; and enrichment and recreation activities; and

WHEREAS, enrichment and recreation activities include arts and crafts, gardening, cooking, performance arts, sewing, internships, and a variety of games and sports. High school services include tutoring, mentoring, driver's training, environmental and construction, and Teen2Teach.and

WHEREAS, since the City has had limited programs offered through its Recreation Department, STS has been supplementing the City's efforts by providing various youth programs for the community; and

WHEREAS, the City proposes to continue allowing STS the use of the community rooms on a portion of 60 Civic Avenue (Premises); and

WHEREAS, the City proposes to allow STS the use of the Premises to provide youth programs, and in the event of a proclaimed or declared disaster require STS to provide childcare to children of City employees at the Premises; and

WHEREAS, City and STS propose to enter into a one-year agreement for 20222023 whereby STS will operate and administer the Program for $110,000 ($80,000 for the
Program and up to $30,000 for the electricity, gas, and water); and

WHEREAS, the 2022-2023 Agreement will commence on July 1, 2022 and will expire on June 30, 2023 (Term); and

WHEREAS, the City will solicit requests for proposals for youth programs for fiscal year 2023-2024.

NOW, THEREFORE, City and STS agree as follows:

1. Scope of Services.

1.1. STS shall do all work and carry out all activities necessary to provide, at minimum, the youth and teen services (Youth Services) described in the Scope of Work, attached hereto and incorporated herein by this reference as Exhibit A. City intends for the following services to be made available to residents of the City, but realizes that people have friends and visiting acquaintances from other cities whose attendance at youth events listed below with City residents would be normal and natural events in the lives of the City's residents. Therefore, incidental inclusion of non-City residents in the Youth Services is also contemplated by this Agreement. The Youth Services provided by STS under this Agreement shall include, but are not limited to, the following:

(A) Operation of the Teen Center. STS shall provide teen programs for Pittsburg youth at the community rooms at 60 Civic Avenue by the entrance of City Park (Premises). At a minimum, STS shall provide the Teen Center programs and services identified on the attached Scope of Work.

(B) Before and After School Programs. STS shall provide before and after school services (hot meals, academic, enrichment & recreation 6AM to 6PM for K-5th grade each day classes are in session at Pittsburg schools. Over 100 students serviced daily at 60 Civic. Transportation included.

(C) Youth Recreation Programs. STS shall provide, at minimum, playground programs and various sports programs for Pittsburg youth ("Youth Recreation Programs") identified on the attached Scope of Work.

1.2. Within fifteen (15) days of the end of each calendar quarter (March 31, June 30, September 30, December 31), STS shall provide City with a report related to the provision of Youth Services under this Agreement ("Report") that includes: (a) the specific elements of the After School Programs, Youth Recreation Programs and Teen Center programs provided by STS in the prior three calendar months; (b) the total number of students served by each program in the prior calendar month (including

attendance records); and (c) STS' plans for community outreach and teen programs in the next calendar quarter. The Report shall be submitted in a form satisfactory to City.

2. Term. This Agreement shall commence on July 1, 2022 ("Effective Date") and shall extend through June 30, 2023.

3. Compensation. City shall pay STS for the provision of Youth Services under this Agreement as follows:

3.1. Payment: City shall pay STS pursuant to the following schedule:

PAYMENT SCHEDULE

August 1, 2022:	Forty Thousand Dollars ($40,000)
January 1, 2023:	Forty Thousand Dollars ($40,000)

3.2. The Payments identified above are intended to compensate STS in full for all Youth Services provided under this Agreement, including After School Programs, Youth Recreation Programs and operation of the Teen Center. The parties agree that City's Regular Payments are intended to fund Youth Services in the following proportions: Fifty percent (50%) for operations of the Teen Center and fifty percent (50%) for the operations of the Youth Recreation programs. There is no City financial contribution for After School Programs.

3.3. STS may charge, collect, and retain fees for services form participants of Youth Services.

4. Use of City Facilities. City shall allow STS to utilize certain City facilities for the provision of Youth Services consistent with the requirements of this Agreement. City agrees to: (i) provide access to STS at no cost; and (ii) provide major maintenance at no cost to STS; and (iii) pay for electricity, gas, and water at the Premises; up to $30,000. STS agrees to: (i) pay for the operational costs, including the administration, supervision and security of the facility; (ii) pay for or otherwise provide basic janitorial services at the facility; and (iii) operate each facility in a clean and presentable manner, consistent with the standard of care provided by City at other City facilities. City shall provide STS, for its use in the Youth Programs, one complete set of keys to the Premises. City will distribute additional keys to the Premises to those STS representatives designated by STS. STS will promptly return keys to the City when any representative is no longer designated by STS to possess keys. No duplication by STS or other non-City persons or entities is permitted. City reserves the right to restrict STS use upon thirty (30) days prior written notice to STS, which notice shall state reasonable basis for any restrictions and the terms of the restrictions, if not permanent. STS shall have and maintain the right, during said thirty (30) day notice period, to meet and confer with the City regarding the reasonableness of the restrictions and satisfy City's concerns regarding reasonable restrictions so as to eliminate the restrictions.

4.1. Community Rooms on a Portion of 60 Civic Avenue. STS shall be authorized to use Premises for the continuous operation of the Teen Center. STS is responsible for any costs associated with telephone, television, or Internet services provided to and routine maintenance at the Premises. STS shall ensure that the Teen Center is operational and open to the community Monday through Thursday from 2:00 p.m. until 8:00 p.m. and Fridays from 2:00 p.m. to 6:00 p.m. STS is further authorized to utilize City's inventory of goods and equipment (Inventory) located at the Premises. City makes no representations as to the quality or use of the items in the Inventory. The Inventory shall be used at STS' own risk and for the sole purpose of providing Youth and Teen Services. City retains ownership of the Inventory and STS is responsible for the replacement of any lost, damaged, or stolen Inventory items at their depreciated value and at STS's sole expense.

In the event of a proclaimed or declared disaster, STS will be required to provide childcare to children of City employees. STS will track time and materials used by its employees for managing the childcare facility and will be reimbursed by any outside agency or the City. In the event that City must manage the childcare facility with its own disaster service worker(s), City will utilize its reimbursement process.

4.2. Summer Playground Site and Storage. STS shall be authorized to use 60 Civic Avenue (City Park including field 2) for the summer playground program identified on the attached Scope of Work and storage facilities mutually agreed upon by City and STS.

5. Discontinued Youth Services. Throughout the term of this Agreement, City may, at its sole option, require STS to discontinue any Youth Services under this Agreement that, in the City's sole discretion, are not providing sufficient benefit to City residents. Specifically, if enrollment in the After School Programs falls below an average of twenty-five (25) Pittsburg resident daily users in any given calendar month, City may elect to discontinue the program. In the event that the use of the Teen Center falls below an average of twenty-five (25) Pittsburg resident daily users in any given calendar month, the City may elect to discontinue the operation of the Teen Center. In the event that Youth Recreation Programs enrollment drops below an average of fifty (50) Pittsburg resident users in any given calendar month, the City may elect to discontinue the Youth Recreation Programs. City shall notify STS thirty (30) days in advance of discontinuing any Youth Service. City's determination as to discontinued services is final.

In the event that any Youth Services are discontinued pursuant to this Section 5, City may reduce any subsequent Regular Payments to STS in accordance with proportions established in Section 3.2 and restrict STS' further use of City facilities, including 60 Civic in accordance with Section 4 of this Agreement.

6. Termination.

6.1. City may terminate this Agreement, with or without cause, at any time by giving one hundred eighty (180) days written notice of termination to STS. STS may terminate this Agreement, with or without cause, at any time by giving one hundred eighty (180) days written notice of termination to City and repayment of last Regular Payment on a pro-rata basis based on the number of days remaining under this Agreement after date of termination.

6.2. If City or STS fail to perform, or otherwise breaches, any material obligation under this Agreement, then, in addition to any other remedies available under law, the aggrieved party may terminate this Agreement by giving ten (10) days written notice to the non-aggrieved party. The written notice shall specify the nature of the nonperformance or breach of the material obligation and allow twenty (20) days in which the non-aggrieved party may cure the non-performance or breach.

6.3. Upon termination of this Agreement by City or STS, all property belonging exclusively to City which is in STS possession shall be returned to City and STS shall vacate any City facility used by STS under this Agreement for the provision of Youth Services.

7. Insurance.

STS shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by STS, its agents, representatives, or employees.

7.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if STS has no owned autos, Code 8 (hired) and 9 (nonowned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

7.3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

7.4. Professional Liability (Errors and Omissions) Insurance appropriates to STS's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

7.5. Fire, property and casualty insurance. STS shall obtain fire, property and casualty insurance in an amount of at least Five Hundred Thousand Dollars ($500,000) or more per occurrence for the replacement cost of facilities utilized by STS under this Agreement (including 60 Civic).

If the STS maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

7.6. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.7. Additional Insured Status

The City its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of STS including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to STS 's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

7.8. Primary Coverage

For any claims related to this contract, STS's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of STS's insurance and shall not contribute with it.

7.9. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

7.10. Waiver of Subrogation

STS hereby grants to City a waiver of any right to subrogation which any insurer STS may acquire against the City by virtue of the payment of any loss under such insurance. STS agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.11. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require STS to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.12. Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7.13. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the STS must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

7.14 Verification of Coverage

STS shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the STS's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.15 Subcontractors

STS shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that CITY is an additional insured on insurance required from subcontractors.

7.16 Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. No Employment Relationship. City and STS acknowledge and agree that STS is being retained by City as an independent contractor, not as an employee, partner or co-venturer, only for the purposes and to the extent set forth in this Agreement. Neither STS nor any of its employees shall be considered as having any employee or agent status with City.

9. Indemnification.

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

9.2. This Section 9 shall constitute a separate agreement and shall survive the termination of this Agreement.

10. Compliance with Laws. STS shall comply with all applicable laws, ordinances, and codes of federal, state and local governments when providing the Youth Services pursuant to this Agreement.

11. Assignment. The parties hereto agree that the experience of STS in providing Youth Services is a material consideration for City's agreement to execute this Agreement. Therefore, the parties agree that STS may not assign or otherwise delegate its rights, duties and obligations under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such assignment or delegation without such prior written approval of City shall be void, and shall, at the option of the City, terminate all duties and obligations of STS and City under this Agreement.

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

13. Fundraising. The City's City Manager shall waive any parks or facility rental fees to STS for up to four (4) events per calendar year, provided, STS' use of the park or facility rental is for the purpose of raising funds which support the administration or operation of STS' programs under this Agreement. STS shall comply with the City's reservation and facility use requirements.

14. Governing Law & Forum. This Agreement shall be construed in accordance with the laws and judicial decisions of the State of California and venue for any legal or equitable action shall be in the County of Contra Costa.

15. Successors. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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

STS Academy
Attn: Executive Director
PO Box 1355
Pittsburg, CA 94565

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

17. Severability. If any term, condition, or covenant of this Agreement is declared of determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

18. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matters contained herein and supersedes all prior understandings, whether written or oral, with respect thereto.

19. Relationship of Parties. The parties do not intend that this Agreement constitute, and this Agreement shall not be interpreted under any circumstances as, a partnership, joint venture or other business association, nor shall this Agreement be interpreted as creating a landlord-tenant relationship. This Agreement does not, and is not intended to, create any rights for parties who are not signators hereto.

20. Interpretation of Agreement. The headings within this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore the normal construction as against the drafting party shall not apply to this Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS HEREOF, the parties hereto have executed this Agreement for Youth and Teen Services on the date first above written.

CITY:

CITY OF PITTSBURG

By: _____
Garrett Evans, City Manager

Attest:

_____
Alice Evenson, City Clerk

Approved as to form:

_____
Donna Mooney, City Attorney

CRAFT COMMUNITY CARE CENTER, INC. dba
"SUCCESS THROUGH SELF ACADEMY"

By: _____

Exhibit A

Scope of Services

Throughout the calendar year, provide before and after school services for Pittsburg students.

Throughout the school year and summer months, when classes are not in session, provide academic, enrichment and recreation services for Pittsburg students.

All staff members who work directly with children must have a tuberculocis (TB) clearance and California Department of Justice (DOJ) fingerprinting clearance, or other acceptable criminal history verification, prior to staff member working under any terms of this agreement.

The child-to- staff ratio for the Scope of Services must not exceed 20:1 (A)

Operation of the Teen Center.

Provide teen programs for Pittsburg students at the community rooms at 60 Civic Avenue by the entrance of City Park.

(B) Before and After School Programs.

Programs consists of before- and after-school care from 6 am to 6 pm for kindergarten through 5th grade students each day classes are in session at schools within the Pittsburg Unified School District Pittsburg; transportation to and from school; hot meals; academic assistance; and enrichment and recreation activities. Enrichment and recreation activities include arts and crafts, gardening, cooking, performance arts, sewing, internships, and a variety of games and sports. High school services include tutoring, mentoring, driver's training, environmental and construction, and Teen2Teach.

(C) Youth Recreation Programs.

Provide a summer playground program at 60 Civic (City Park including field 2) – Up to 150 students average daily.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Quarter 4 FY 22 Treasury Report

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

Receive and File the Treasurer's Report for the Quarter Ending June 30, 2022

FISCAL IMPACT

The City's expenditure requirements for the next six months are covered by anticipated revenues from City operations and liquidity from maturing investments. The difference between market value and cost as of June 30, 2022, will be reflected in the City's financial statements for Fiscal Year 2021-22 as an adjustment to interest income for each of the City's funds on a pro rata basis as required by Governmental Accounting Standards Board Statement Number 31. Due to the recent rise in interest rates available in the capital markets, value for existing holdings have fallen on paper and will not be realized. This drop in value had increased as inflationary pressure have continued to move rates higher. Market values change on a daily basis. The change in market value is considered temporary in nature, as the City mostly holds its investments until maturity, when they can be redeemed at par value.

RECOMMENDATION

City Council accept the Treasurer's Report for the quarter ending June 30, 2022, for information purposes only.

BACKGROUND

Each fiscal quarter, an Investment Summary Report is required to be provided, by policy, to the City Council for review.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The City's objectives in order of priority, are to provide safety, ensure the preservation of capital, provide sufficient liquidity for cash needs and earn a competitive rate of return (yield) within the confines of the California Government Code and the Investment Policy. Chandler Asset Management is responsible for managing investments in accordance with the City's investment policy. All portfolio holdings were held with investment grade securities.

The advisor-managed funds are comprised of operating funds managed in a Core Portfolio account, as well as several Non-Successor Agency bond-related funds. The City's advisor works to achieve the City's objectives by investing in high quality fixed income securities consistent with the City's investment policy and California Government Code.

The Core Portfolio represents the City's cash reserves. Its return objective is to enhance both interest income and principal value as measured by total return. Total return reflects the value added to the portfolio for a period of time from interest income, realized gains and losses, as well as unrealized gains and losses. The portfolio's total return for the quarter was -0.59%, comparing to the City performance benchmark of -0.51%, the Intercontinental Exchange Bank of America Merrill Lynch (ICE BAML) 1-3 Year U.S. Treasury/Agency Index. Since inception (7/31/2018), the portfolio's total return through quarter end is 1.32%, which slightly overperformed the benchmark return of 1.18% for the same period. Total returns for the quarter and since inception reflect fluctuations in market value.

Summary Cash and Investments as of 6/30/2022

Investments and Cash	Book Value	Market Value
Investments		
Portfolio of Securities (Managed by Chandler)	67,125,937.03	65,017,968.78
Bond Managed Reserve (Chandler)	6,125,429.45	6,131,338.92
Section 115 Pension Trust (PARS)	2,557,266.91	2,243,037.00
LAIF	74,987,912.90	74,022,474.57
Total Investments	150,796,546.29	147,414,819.27
City Managed		
Cash	16,375,355.72	16,375,355.72
Bond Funds - Restricted Reserve	88,755,445.05	88,775,073.58
Total City Cash	105,130,800.77	105,150,429.30
Total Cash and Investments	255,927,347.06	252,565,248.57

Sector Allocation

Security Type	Par Value	Original Cost	Market Value	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents	16,375,355.72	16,375,355.72	16,375,355.72	1	N/A
Money Market Funds	468,027.37	468,027.37	468,027.37	1	0.01%
Investment Pools	74,987,912.90	74,987,912.90	74,022,474.57	1	N/A
Total Liquidity	**91,831,295.99**	**91,831,295.99**	**90,865,857.66**	**1**	0.89%
U.S. Treasury Notes	19,850,000.00	19,812,484.39	19,164,246.45	661	0.91%
Federal Agency Securities	21,215,000.00	21,287,830.85	20,677,524.70	460	0.80%
Negotiated Certificates of Deposit	2,800,000.00	2,797,676.47	2,772,010.55	183	1.03%
Medium-Term Corporate Notes	13,445,000.00	13,600,114.60	12,998,871.56	741	1.17%
Asset-Backed Securities	4,288,892.20	4,280,510.53	4,177,210.42	1226	1.45%
Commercial Paper	1,250,000.00	1,243,461.81	1,247,107.64	120	0.71%
Supranationals	3,050,000.00	3,080,028.75	2,962,234.66	558	0.74%
Collateralized Mortgage Obligations	551,477.18	555,802.26	550,735.43	1077	2.95%
Total Securities	**66,450,369.38**	**66,657,909.66**	**64,549,941.41**	**617**	**0.97%**
Total Operating Funds	**158,281,665.37**	**158,489,205.65**	**155,415,799.07**	**257**	**0.41%**
Bonded Debt Funds					
Pittsburg Pension Bond	3,247,749.81	3,247,793.96	3,247,793.96	1	1.24%
Pittsburg AD Auto Mall	329,825.04	328,830.90	329,502.43	55	0.67%
Pittsburg AD Vista DM	760,377.59	758,067.31	759,627.33	55	0.67%
Pittsburg 2011A PIFA AD Ser	1,561,070.35	1,556,327.45	1,559,530.13	55	0.67%
Pittsburg 2011B PIFA AD Ser	235,113.18	234,409.83	234,885.07	55	0.68%
Additional Bonded Debt Funds	88,755,445.05	88,755,445.05	88,775,073.58	N/A	N/A
Total Bonded Debt Funds	**94,889,581.02**	94,880,874.50	94,906,412.50	113	0.54%
Section 115 Trust					
Equity Mutual Fund	2,557,266.91	2,557,266.91	2,243,037.00		
Total Section 115 Trust Funds	**2,557,266.91**	**2,557,266.91**	**2,243,037.00**	**N/A**	**N/A**
Total City Funds	**255,728,513.30**	**255,927,347.06**	**252,565,248.57**		

Governmental Accounting Standards Board Statement 31 requires the City to recognize the fair market value of its investments at the end of each fiscal year. The market values of investments included in this report were obtained from the State Controller's office for Local Agency Investment Funds (LAIF), and from the City's registered investment advisor and bond trustees for longer-term investments.

Attached is the Chandler Asset Management (CAM) Investment Report detailing an economic update, account profile and investment activity for the quarter ending June 30, 2022.

Attachments:
Letter from City Treasurer
Investment Report by Chandler Asset Management

Report Prepared By: Christina Nguyen, Accountant II
Report Reviewed By: Laura Mendez, Finance Manager of Reporting

City of Pittsburg
Finance Division
65 Civic Avenue
Pittsburg, California 94565

August 2, 2022

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg's Treasury Report for the quarter ending June 30, 2022 and find that it complies with the Investment Policy established by my office.

Sincerely,

Nancy Parent

Nancy Parent
City Treasurer

CHANDLER ASSET MANAGEMENT

City of Pittsburg

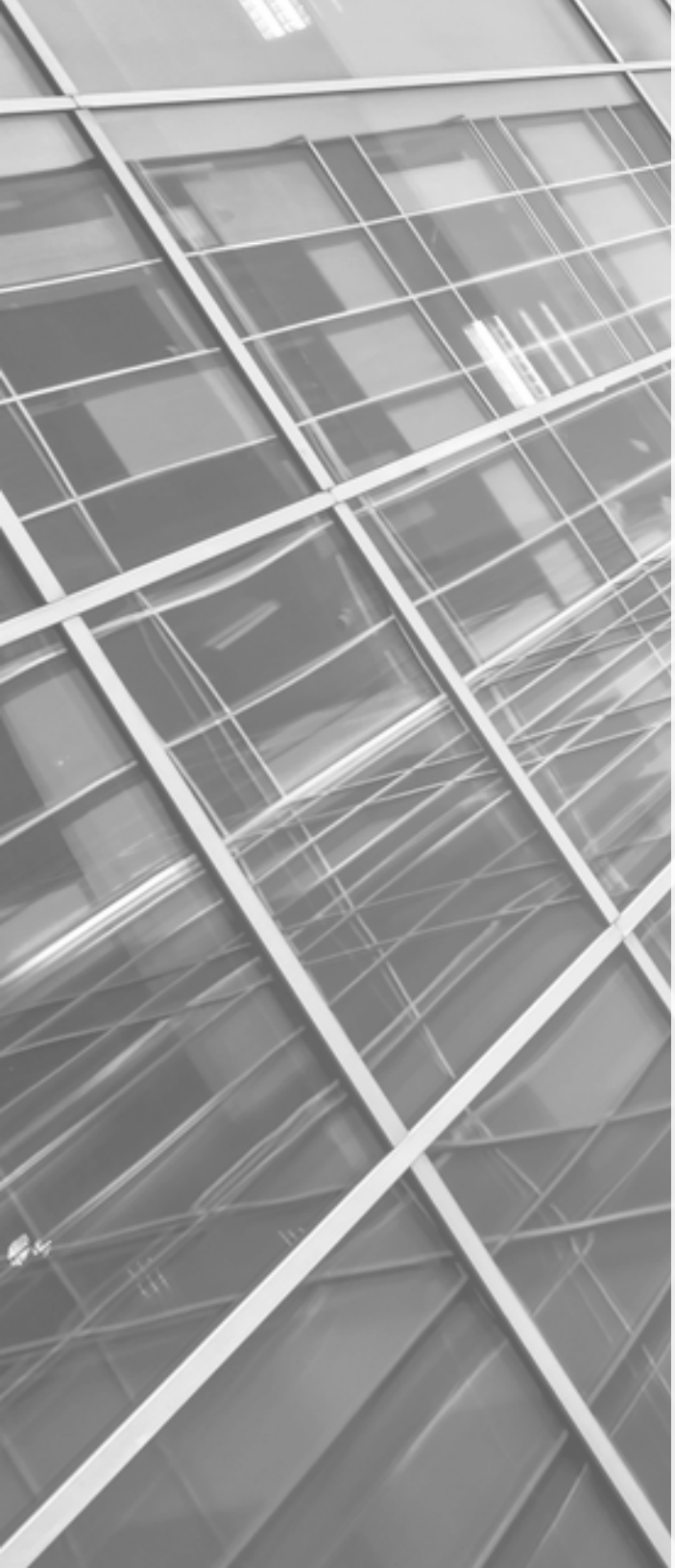
Period Ending June 30, 2022

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com

Table of Contents

As of June 30, 2022

SECTION 1	**Economic Update**
SECTION 2	**Account Profile**
SECTION 3	**Consolidated Information**
SECTION 4	**Portfolio Holdings**
SECTION 5	**Transactions**



Section 1 | Economic Update

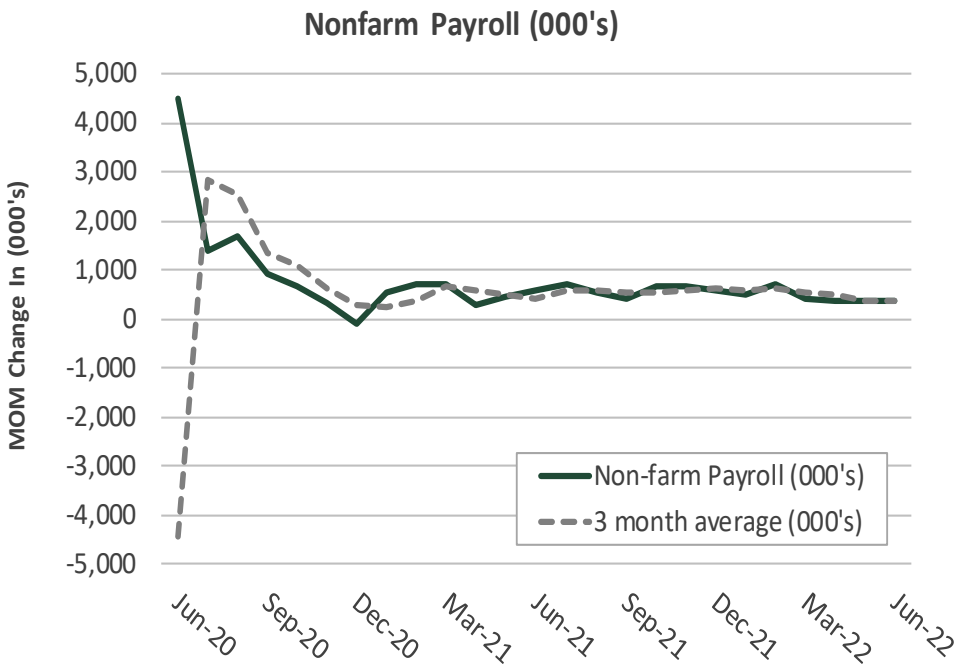
Economic Update

- Financial markets are experiencing heightened volatility and tighter conditions as central banks employ more restrictive monetary policies to combat persistent inflation. The conflict between Russia and Ukraine has exacerbated inflationary pressures, particularly with energy and commodities, and strict COVID lockdowns in China are intensifying distressed supply chains. Inflation is weighing heavily on consumer sentiment and beginning to impact discretionary spending. Labor markets remain strong, but wage gains are not keeping up with inflation. While we expect the Fed to continue to tighten monetary policy, the FOMC has very little margin for error as it attempts to combat inflation without pushing the economy into a recession. We continue to believe the risk of an economic slowdown later this year has increased. Over the near-term, we expect financial market volatility to remain intensified and conditions to remain tighter with persistent inflation, geopolitical risk, supply chain bottlenecks, and the Fed's shift to a more hawkish monetary policy.

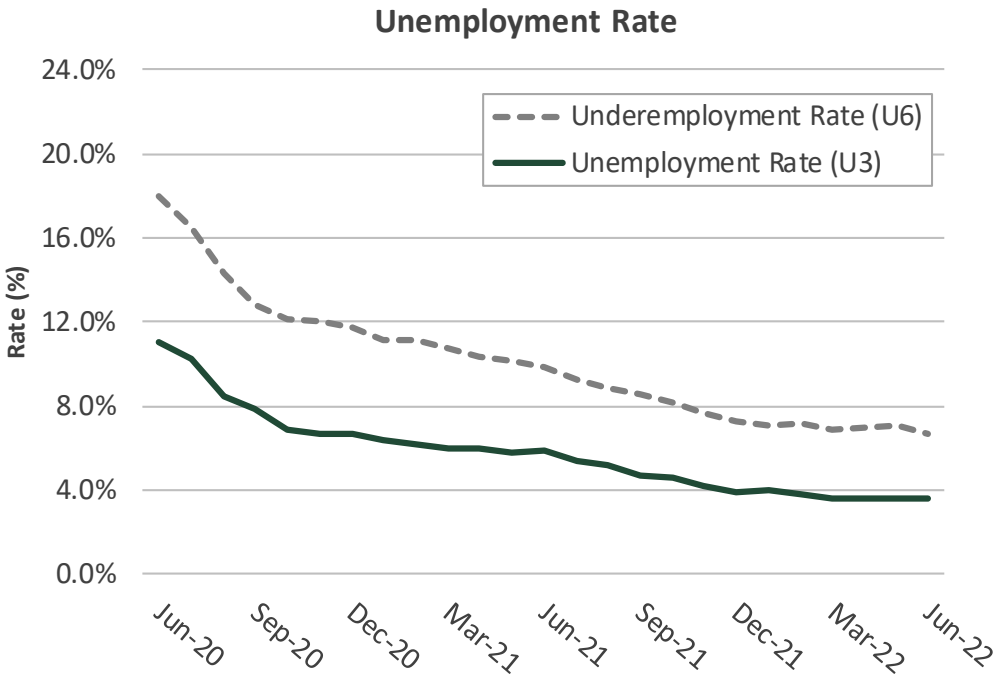
- At the June meeting, persistently high inflation led the Federal Open Market Committee (FOMC) to announce a 0.75% federal funds rate increase to 1.50% - 1.75%. Federal Reserve Chair Powell indicated the committee may raise rates by 50 or 75 bps at the July meeting and continue to tighten as needed to dampen inflation. The Fed will continue shrinking its $9 trillion balance sheet by $47 billion per month as of June, increasing to $95 billion in September. We anticipate additional rates hikes as the Fed remains “committed” to the 2% long-term inflation target. In the second half of the year, monetary policy will be dependent on how the economy responds to tighter conditions.

- In June, yields rose, and the curve flattened. The 2-year Treasury yield soared 40 basis points to 2.96%, the 5-year Treasury yield increased 22 basis points to 3.04%, and the 10-year Treasury yield rose 17 basis points to 3.02%. The spread between the 2-year and 10-year Treasury yield fell to 6 basis points at June month-end, down from 29 basis points at May month-end, and down significantly from 122 basis points one year ago. The spread between 3-month and 10-year treasuries is wider at about 135 basis points but continues to compress with each Fed rate hike. The shape of the curve bears watching but does not indicate a high probability of an imminent recession.

Employment



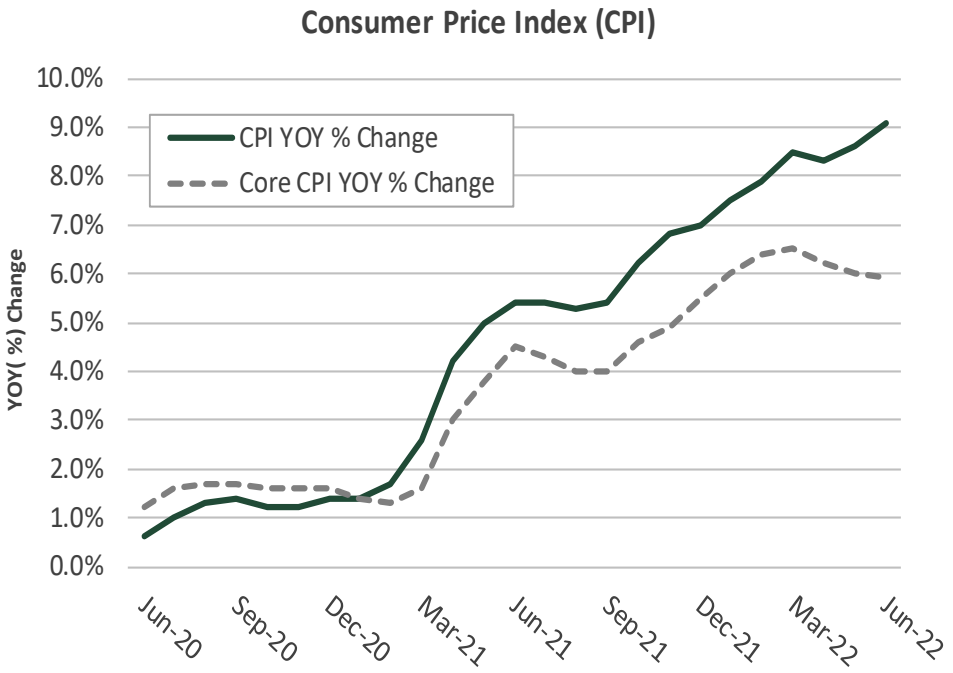
Source: US Department of Labor



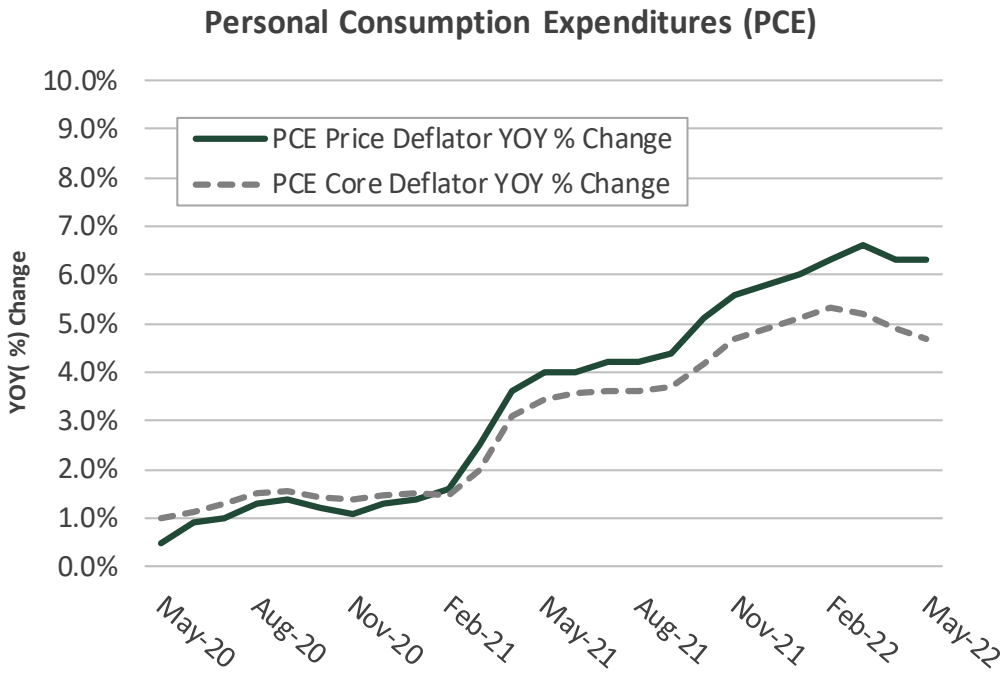
Source: US Department of Labor

The U.S. economy added 372,000 jobs in June, and job gains in May were revised down to 384,000 from 390,000. Trends in employment remain strong, with the three-month moving average payrolls at 375,000 and the six-month moving average at 457,000. Hiring was led by education and health services, followed by professional and business services, and leisure and hospitality. The unemployment rate remained unchanged at 3.6% for the fourth month, and the U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons, declined to a seasonally adjusted 6.7% rate. Average hourly earnings rose 5.1% year-over-year in June, easing from a revised 5.3% year-over-year gain in May, which reflects a continuing, slow deceleration in wage growth that could help ease broad cyclical price pressures. The labor participation rate decreased to 62.2% from 62.3%, suggesting a slower pace for workers returning to the labor market despite higher wages.

Inflation



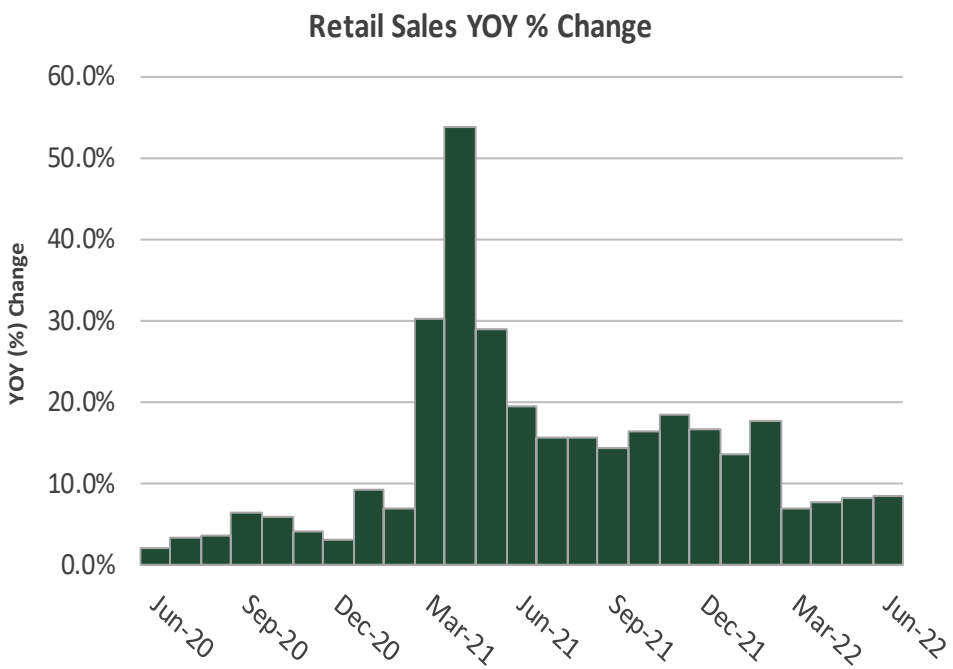
Source: US Department of Labor



Source: US Department of Commerce

The Consumer Price Index (CPI) hit a 40-year high in June with broad-based price increases for most goods and services. Headline CPI was up 9.1% year-over-year in June, surpassing expectations, up from 8.6% year-over-year in May. Core CPI (CPI less food and energy) was up 5.9% in June, down from 6.0% in May. Gasoline, shelter, and food were the largest contributors to the increase. The Personal Consumption Expenditures (PCE) index was up 6.3% year-over-year in May, unchanged from April. Core PCE was up 4.7% year-over-year in May, versus up 4.9% year-over-year in April. Persistently elevated levels of inflation are likely to keep the Federal Reserve on the path of tightening monetary policy as long as they continue to run well above the Fed's longer-run target of around 2.0%.

Consumer

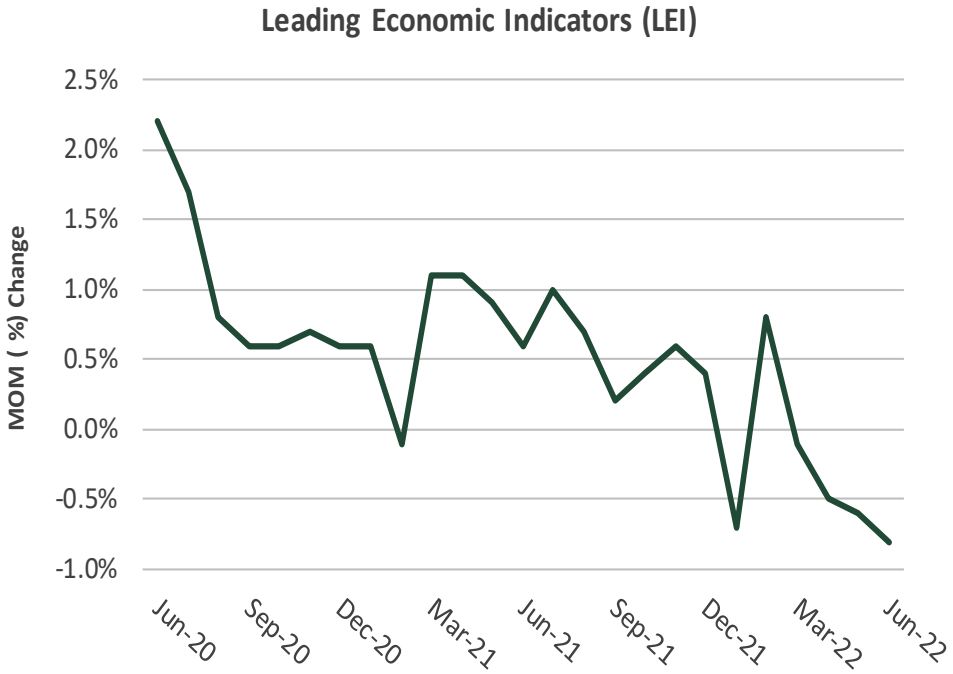


Source: US Department of Commerce

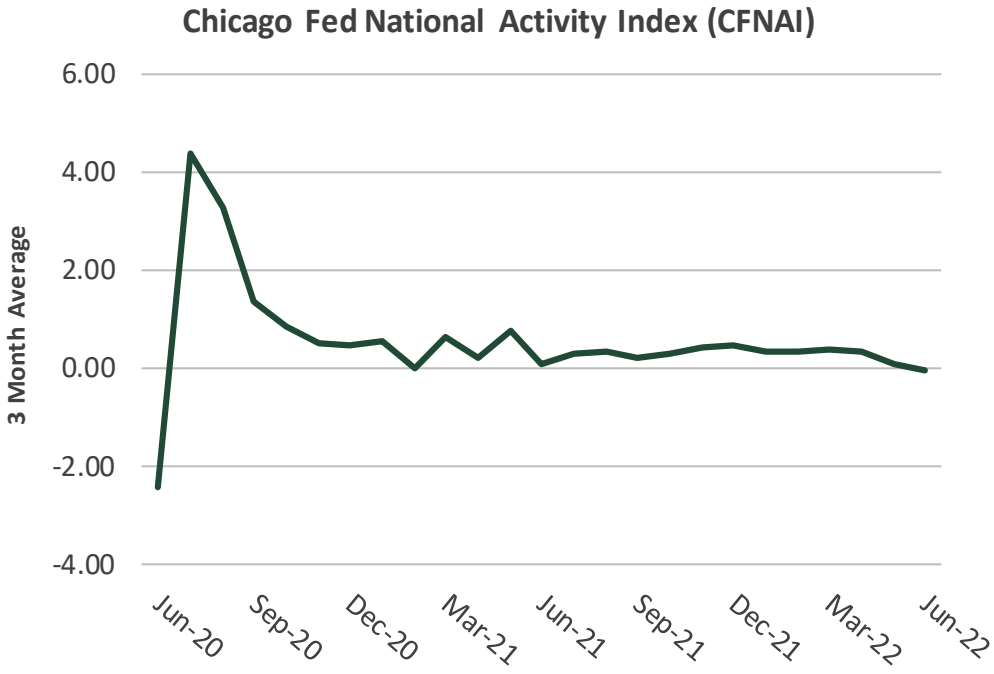
Source: The Conference Board

Retail sales rose 1.0% in June from an upwardly revised -0.1% in May, led by a significant dollar value increase in gasoline sales. The higher-than-expected results indicate consumer demand is holding up more than expected despite inflation. Retail sales growth is at risk as consumers dip into savings and assume more debt. On a year-over-year basis, retail sales were up 8.4% in June versus up 8.2% revised in May. The Consumer Confidence index fell to 98.7 in June from a downwardly revised 103.2 in May. U.S. consumer savings rates are declining, and the wealth effect is waning from recent financial market declines. While the average consumer still has capacity to spend from accumulated savings, higher wages, and credit lines, consumer balance sheets and discretionary spending decisions are increasingly pressured by elevated gas, food, and shelter costs.

Economic Activity



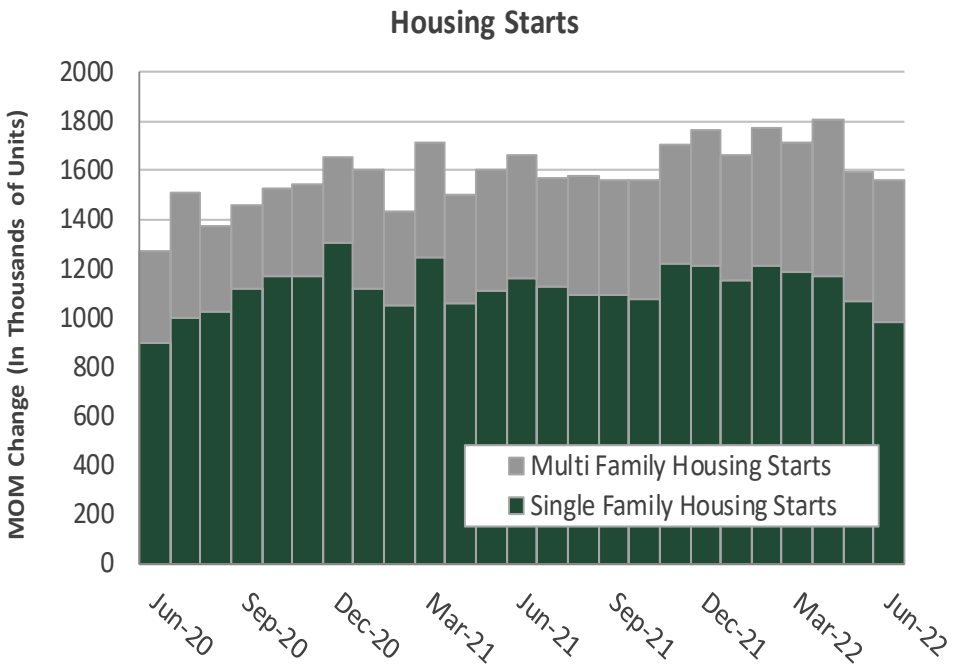
Source: The Conference Board



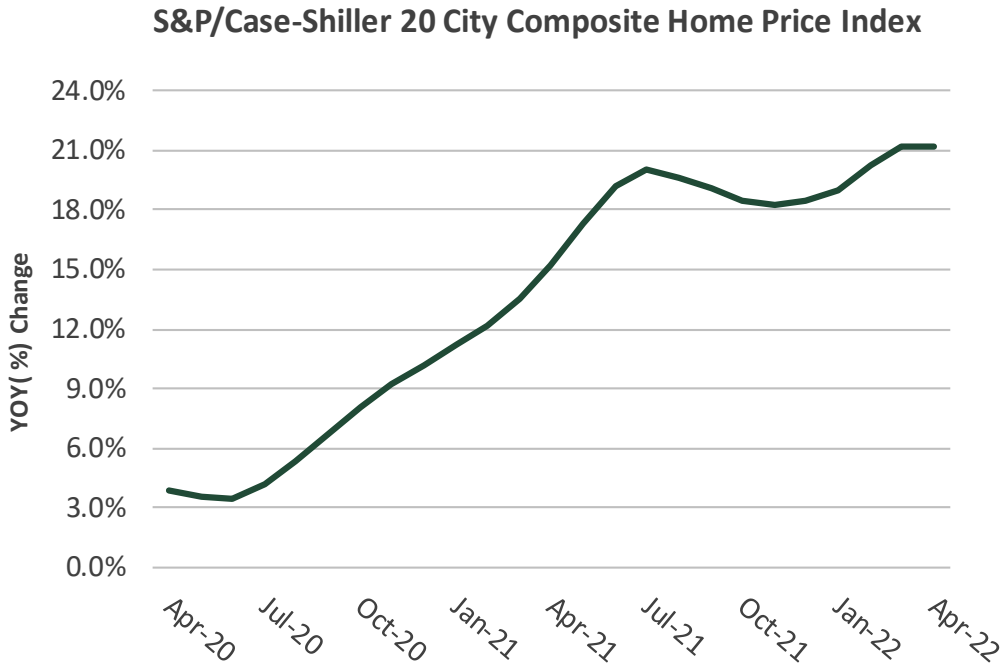
Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) decreased more than expected to -0.8% month-over-month in June, following a decline to -0.6% in May. Although the index is still in positive territory at +1.4% year-over-year versus +2.8% in May, the Conference Board indicated that economic growth is slowing and recession risk is increasing due to elevated inflation and monetary policy tightening. The Chicago Fed National Activity Index (CFNAI) is unchanged at -0.19. On a 3-month moving average basis, the CFNAI decreased to -0.04 in June from +0.09 in May.

Housing



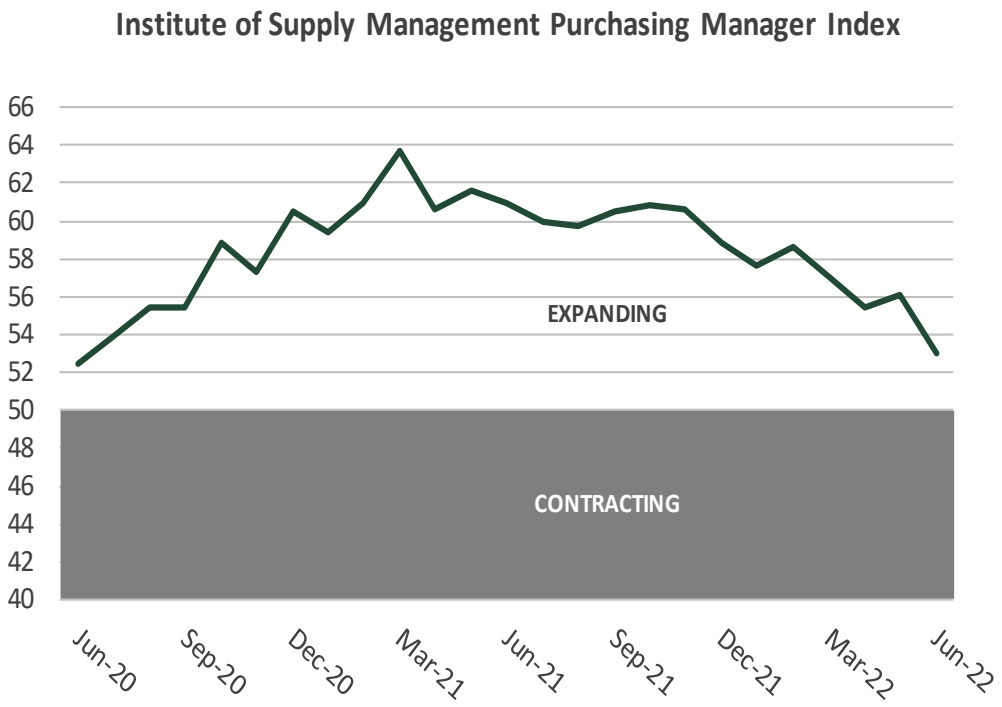
Source: US Department of Commerce



Source: S&P

Total housing starts declined 2.0% to an annual rate of 1,559,000 in June, from a revised 1,591,000 in units in May. Single-family home starts fell by 8.1% and multi-family increased 15.0% month-over-month. On a year-over-year basis, total housing starts decreased 6.3%, driven by a drop in construction of single-family houses as homebuyers struggle with a combination of elevated prices and higher mortgage rates. According to the Case-Shiller 20-City home price index, home prices were up 21.2% in April versus 21.1% year-over-year in March, setting another new record. While tight supply has continued to support prices, rising mortgage rates and affordability could be headwinds to further price growth.

Manufacturing



Source: Institute for Supply Management

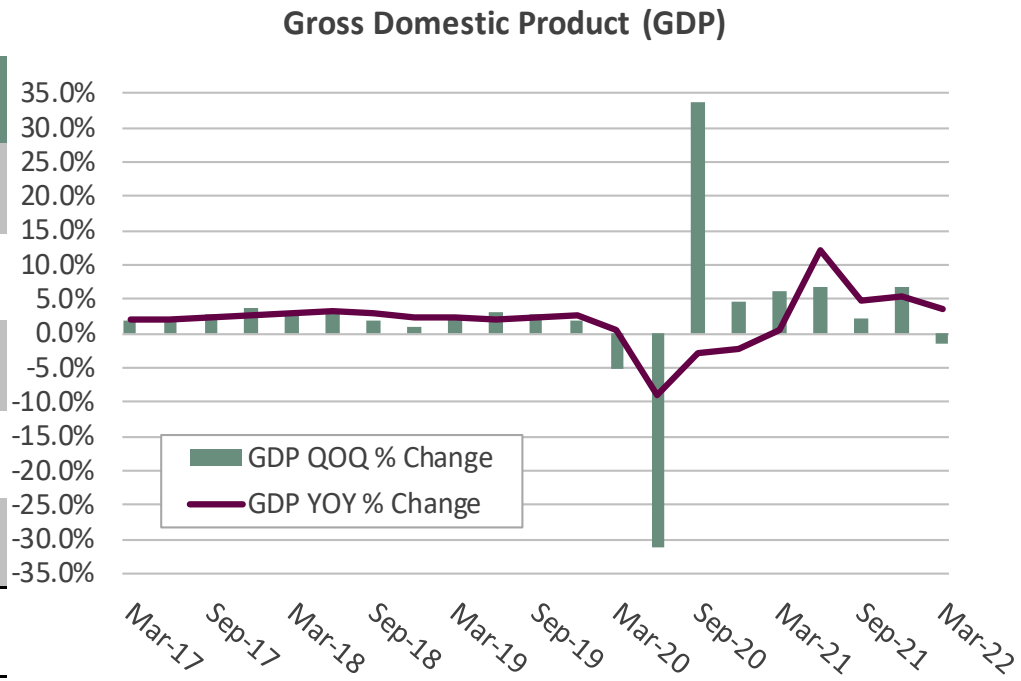
Source: Federal Reserve

The Institute for Supply Management (ISM) manufacturing index dropped sharply to a two-year low of 53.0 in June from 56.1 in May. Readings above 50.0 are indicative of expansion in the manufacturing sector. The decline was primarily driven by weakness in new orders due to softening consumer demand, supply constraints, and labor shortages. On a month-over-month basis, the Industrial Production index declined 0.2% in June, following a revised 0.0% change in May. Capacity utilization declined to 80.0% in June, from an upwardly revised 80.3% in May bringing it in line with its longer run average.

Gross Domestic Product (GDP)

Components of GDP	6/21	9/21	12/21	3/22
Personal Consumption Expenditures	7.9%	1.4%	1.8%	1.2%
Gross Private Domestic Investment	-0.7%	2.1%	5.8%	0.9%
Net Exports and Imports	-0.2%	-1.3%	-0.2%	-3.2%
Federal Government Expenditures	-0.4%	-0.4%	-0.3%	-0.5%
State and Local (Consumption and Gross Investment)	0.0%	0.5%	-0.2%	-0.1%
Total	**6.7%**	**2.3%**	**6.9%**	**-1.6%**

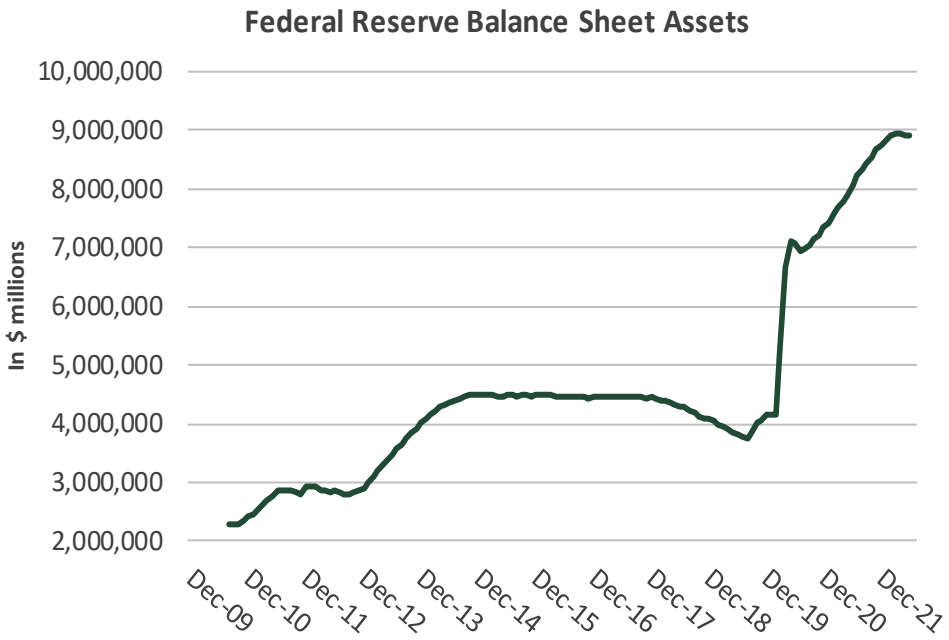
Source: US Department of Commerce



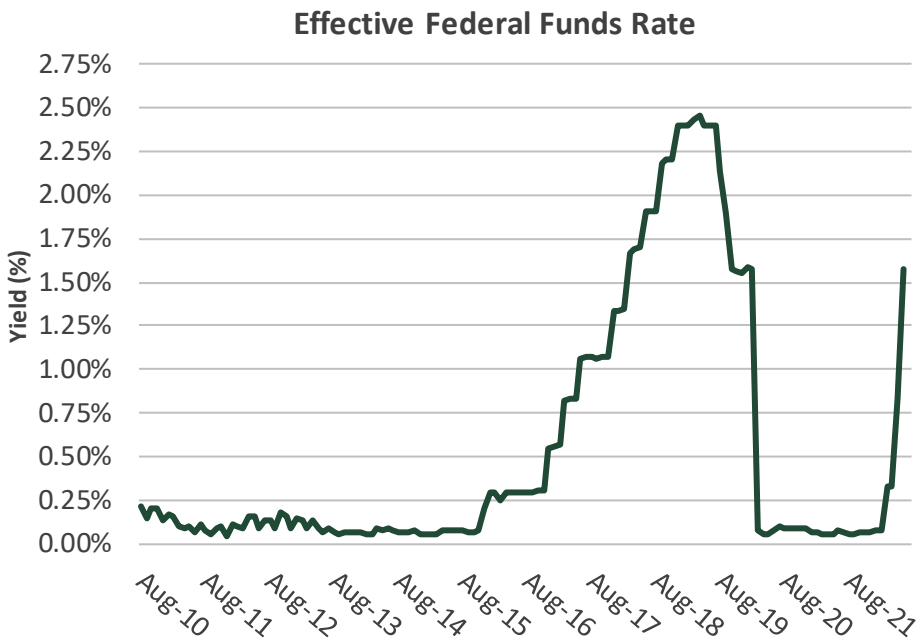
Source: US Department of Commerce

According to the third estimate, first quarter 2022 GDP contracted at an annualized rate of 1.6%, revised down from the second estimate of a 1.5% decline, and following fourth quarter 2021 growth of 6.9%. The weaker estimate reflects personal consumption expenditures growing at a slower 1.2% rate, as consumers spent more in services offset by a shift away from nondurable goods spending. The widening trade deficit was the most significant contributor to the contraction. The consensus estimate calls for 2.2% growth in the second quarter of 2022 and 2.1% growth for full year 2022.

Federal Reserve



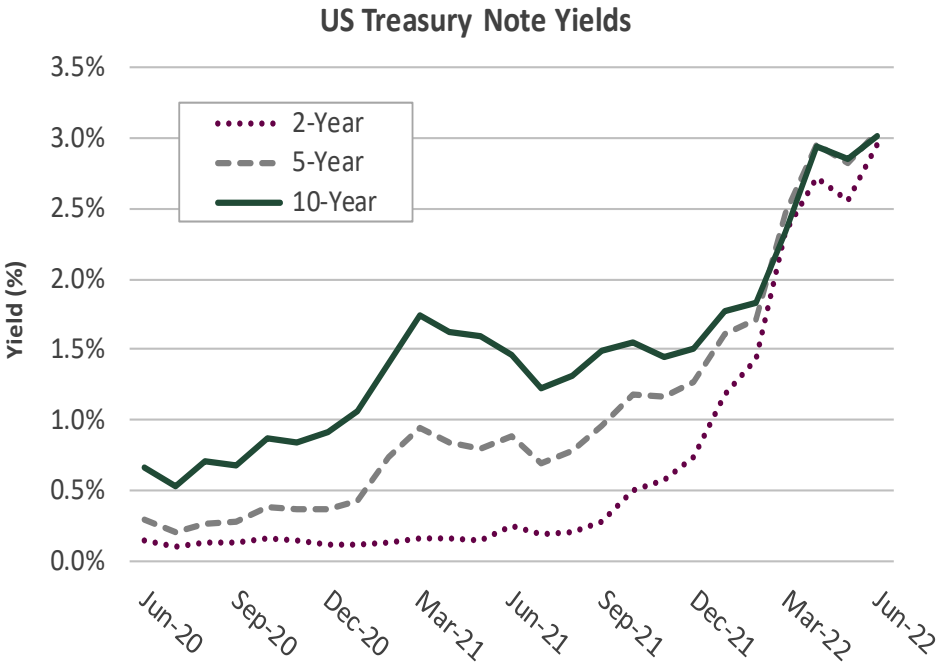
Source: Federal Reserve



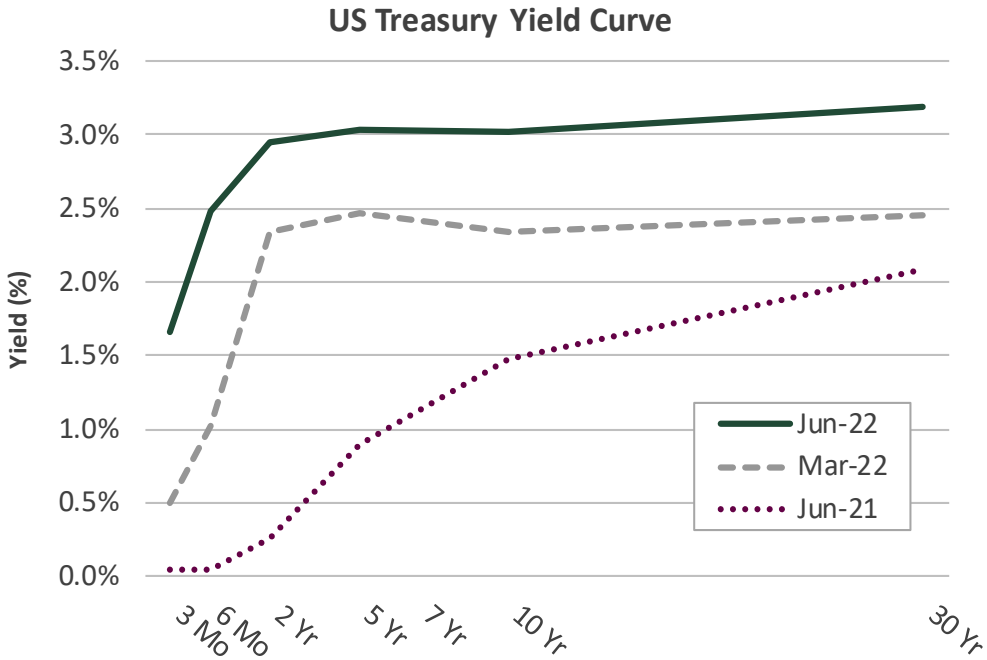
Source: Bloomberg

At the June meeting, persistently high inflation led the Federal Open Market Committee (FOMC) to announce a 0.75% federal funds rate increase to 1.50% - 1.75%. Federal Reserve Chair Powell indicated the committee may raise rates by 50 or 75 bps at the July meeting and continue to tighten as needed to dampen inflation. Dot plot projections rose significantly from March, with the median fed funds target rate at 3.4% by the end of this year and 3.8% in 2023. The Fed will continue shrinking its $9 trillion balance sheet by $47 billion per month beginning this month, increasing to $95 billion in September. We anticipate additional rates hikes as the Fed remains “committed” to the 2% long-term inflation target. Although the FOMC views the economy as strong, the committee downgraded their economic outlook as trends cool later this year from tightening conditions.

Bond Yields

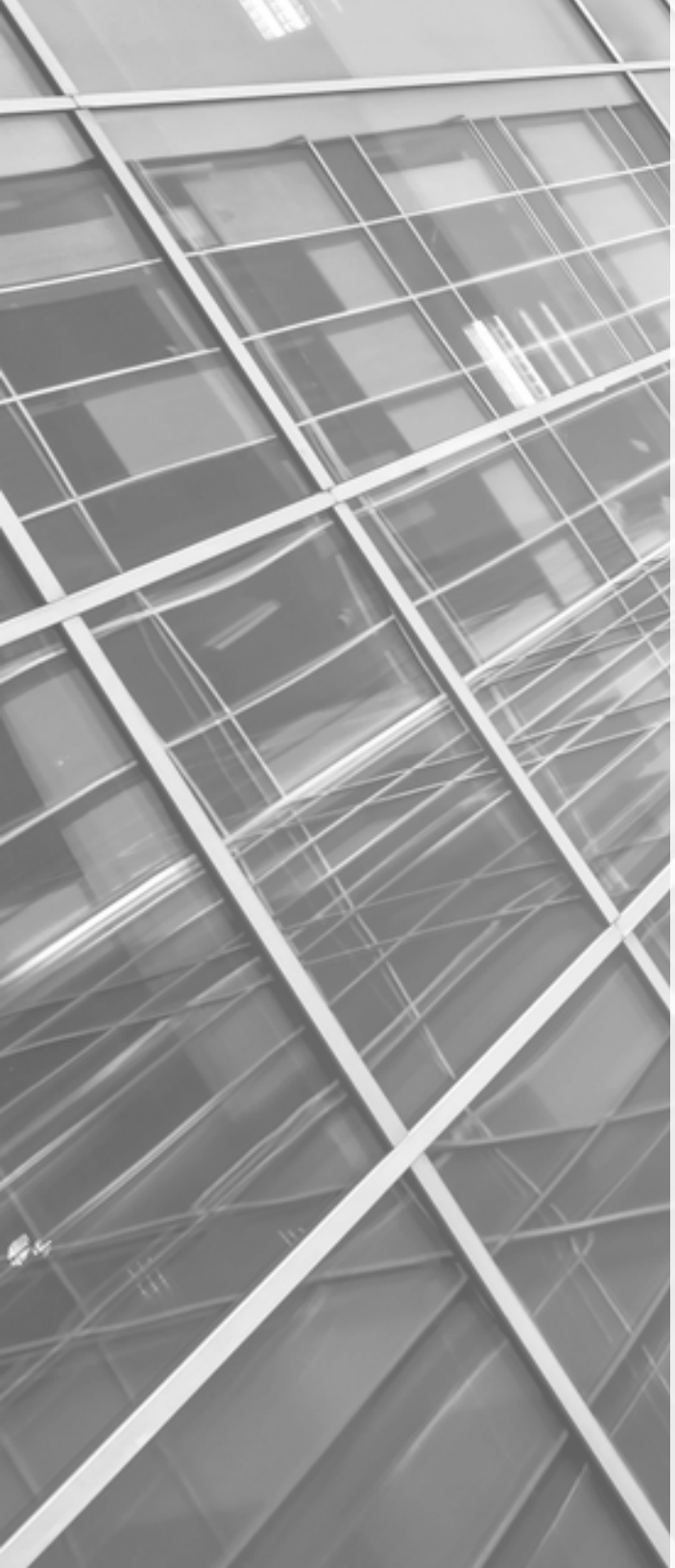


Source: Bloomberg



Source: Bloomberg

At the end of June, the 2-year Treasury yield was 271 basis points higher, and the 10-Year Treasury yield was about 155 basis points higher, year-over-year. The spread between the 2-year Treasury yield and 10-year Treasury yield fell to 6 basis points at June month-end, down from 29 basis points at May month-end, which is narrow compared to the average historical spread (since 2003) of about 130 basis points. The spread between 3-month and 10-year treasuries is wider at about 135 basis points but continues to compress with each Fed rate hike. The shape of the curve bears watching but does not indicate a high probability of an imminent recession.



Section 2 | Account Profile

Objectives

As of June 30, 2022

Investment Objectives

The investment objectives for the City of Pittsburg, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the City's investment policy and California Government Code.

Compliance

As of June 30, 2022

City of Pittsburg Managed Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management. Assets managed by Chandler Asset Management are in full compliance with state law and Client's investment policy. Chandler relies on City to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
U.S. Treasuries	No Limitation; Full faith and credit of the U.S. are pledged for the payment of principal and interest	*Complies*
Federal Agencies	30% max per Agency/GSE issuer; 20% max agency callable securities; Federal agency or U.S. government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or U.S. government-sponsored enterprises.	*Complies*
Supranational Obligations	"AA" rating category or better by a NRSRO; 30% max; 10% max per issuer; USD denominated senior unsecured unsubordinated obligations; Issued or unconditionally guaranteed by IBRD, IFC, IADB	*Complies*
Municipal Securities (CA, Other States)	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; Obligations of the City, State of California and any local agency within the state; Bonds of any of the other 49 states in addition to California; Including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.	*Complies*
Corporate Medium Term Notes	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; Issuer is a corporation organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S	*Complies*
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, Collateralized Mortgage Obligations	"AA" rating category or better by a NRSRO; 20% max (combined ABS/MBS/CMO); 5% max per Asset-Backed or Commercial Mortgage security issuer; From issuers not defined in US Treasury and Federal Agencies of the Eligible Investments section of the policy	*Complies*
Negotiable Certificates of Deposit (NCD)	The amount of NCD insured up to the FDIC limit does not require any credit ratings; Any amount above FDIC insured limit must be issued by institutions with "A-1" short-term debt rating or higher by a NRSRO; or "A" long-term rating category or higher by a NRSRO; 30% max; 5% max per issuer; Issued by a nationally or state-chartered bank, or a federal or state association, a state or federal credit union, or by a federally-licensed or state-licensed branch of a foreign bank.	*Complies*
Time Deposits (Non-negotiable & Collateralized CD/TD)	"A" rated or one of the three highest rating categories by a NRSRO; 30% max; 5% max per issuer; 1 year max maturity; Non-negotiable time deposits that are FDIC insured or fully collateralized in financial institutions located in California, including US branches of foreign banks licensed to do business in California	*Complies*
Banker's Acceptances	"A-1" rated or highest short-term rating category by a NRSRO; 40% max; 5% max per issuer; 180 days max maturity	*Complies*
Commercial Paper	"A-1" short-term ratings or higher by a NRSRO; "A" long-term rating category or higher by a NRSRO, if any; 25% max; Under a provision sunsetting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the City's investment assets under management are greater than $100 million; 5% max per issuer; 270 days max maturity; 10% max of the outstanding commercial paper of any single issuer; Issued by an entity that meets all the following conditions in either (1) or (2): 1. (a) organized and operating in the U.S. as a general corporation (b) has assets > $500 million; (c) "A" rating category or higher by a NRSRO, if any debt 2. (a) organized within the U.S. as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond; (c) "A-1" rating category or higher by a NRSRO.	*Complies*

Compliance

As of June 30, 2022

City of Pittsburg Managed Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management. Assets managed by Chandler Asset Management are in full compliance with state law and Client's investment policy. Chandler relies on City to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
Money Market Mutual Funds	Registered with SEC under Investment Company Act of 1940; issued by diversified management companies and meet either of the following criteria: (i) Highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience managing money market mutual funds with AUM >$500 million; 20% max Money Market Funds; 10% max per Fund	*Complies*
Local Agency Investment Fund (LAIF)	Maximum amount permitted by LAIF; Not used by investment adviser	*Complies*
California Asset Management Program (CAMP)	Shares of beneficial interest issued by a joint powers authority pursuant to California Government Code; Not used by investment adviser	*Complies*
Repurchase Agreements	Primary government securities dealers rated in one of the three highest categories by two NRSROs; Counterparties should also have: i) short-term rating in the highest category; ii) $25 billion minimum assets and $350 million in capital size; iii) 5 years audited financial results; iv) strong reputation; 15% max; 5% max per issuer; 90 days max maturity; 102% collateralized with U.S. Treasury or Federal Agency securities; Not used by investment adviser	*Complies*
Prohibited	Investments not described in the policy, including but not limited to: Common stocks, Futures contracts, Options, Inverse floaters, Range notes, Mortgage derived Interest-only strips, or any security that could result in zero interest accrual securities if held to maturity; Purchase of any security not listed in Section 8-Eligible Investments of the Investment Policy, unless approved by the City Council	*Complies*
Max Per Issuer	5% of portfolio per issuer unless otherwise specified in the policy	*Complies*
Maximum Maturity	5 years, except as otherwise stated in the policy	*Complies*

Account Structure

As of June 30, 2022

	Original Cost	Market Value	% of Portfolio
Funds Managed Internally			
Cash Equivalents	16,375,355.72	16,375,355.72	6.48%
Investment Pools	74,987,912.90	74,022,474.57	29.31%
Additional Bonded Debt Funds	88,755,445.05	88,775,073.58	35.15%
Total	**180,118,713.67**	**179,172,903.87**	**70.94%**
Funds Managed by City's Investment Advisor			
Operating Funds	67,125,937.03	65,017,968.78	25.74%
Bond Managed Reserve	6,125,429.45	6,131,338.92	2.43%
Total	**73,251,366.48**	**71,149,307.70**	**28.17%**
City's Section 115 Trust			
Section 115 Trust	2,557,266.91	2,243,037.00	0.89%
Total	**2,557,266.91**	**2,243,037.00**	**0.89%**
Total City Funds	**255,927,347.06**	**252,565,248.57**	**100.00%**

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

Sector Allocation

As of June 30, 2022

Security Type	Original Cost	Market Value	% of Portfolio	Average Maturit	Average Yield
Operating Funds					
Cash Equivalents[1]	16,375,355.72	16,375,355.72	10.54%	1	N/A
Money Market Funds	468,027.37	468,027.37	0.30%	1	0.89%
Investment Pools[2]	74,987,912.90	74,022,474.57	47.63%	1	N/A
Total Liquidity	**91,831,295.99**	**90,865,857.66**	**58.47%**	**1**	**0.89%**
U.S. Treasury Notes	19,812,484.39	19,164,246.45	12.33%	661	0.91%
Federal Agency Securities	21,287,830.85	20,677,524.70	13.30%	460	0.80%
Negotiable Certificates of Deposit	2,797,676.47	2,772,010.55	1.78%	183	1.03%
Medium-Term Corporate Notes	13,600,114.60	12,998,871.56	8.36%	741	1.17%
Asset-Backed Securities	4,280,510.53	4,177,210.42	2.69%	1226	1.45%
Commercial Paper	1,243,461.81	1,247,107.64	0.80%	120	0.71%
Supranationals	3,080,028.75	2,962,234.66	1.91%	558	0.74%
Collateralized Mortgage Obligations	555,802.26	550,735.43	0.35%	1077	2.95%
Total Securities	**66,657,909.66**	**64,549,941.41**	**41.53%**	**617**	**0.97%**
Total Operating Funds	**158,489,205.65**	**155,415,799.07**	**100.00%**	**257**	**0.41%**
Bonded Debt Funds					
Pittsburg Pension Bond	3,247,793.96	3,247,793.96	3.42%	1	1.24%
Pittsburg AD Auto Mall	328,830.90	329,502.43	0.35%	55	0.67%
Pittsburg AD Vista DM	758,067.31	759,627.33	0.80%	55	0.67%
Pittsburg 2011A PIFA AD Ser	1,556,327.45	1,559,530.13	1.64%	55	0.67%
Pittsburg 2011B PIFA AD Ser	234,409.83	234,885.07	0.25%	55	0.68%
Additional Bonded Debt Funds[3]	88,755,445.05	88,775,073.58	93.54%	N/A	N/A
Total Bonded Debt Funds	**94,880,874.50**	**94,906,412.50**	**100.00%**	**26**	**0.97%**
Section 115 Trust					
Equity Mutual Fund[2]	2,557,266.91	2,243,037.00	100.00%	N/A	N/A
Total Section 115 Trust Funds	**2,557,266.91**	**2,243,037.00**	**100.00%**	**N/A**	**N/A**
Total City Funds	**255,927,347.06**	**252,565,248.57**			

[1,2]Funds not managed by City's investment adviser; [3]Bonded Debt Funds not managed, nor tracked by City's investment adviser

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

Portfolio Characteristics

As of June 30, 2022

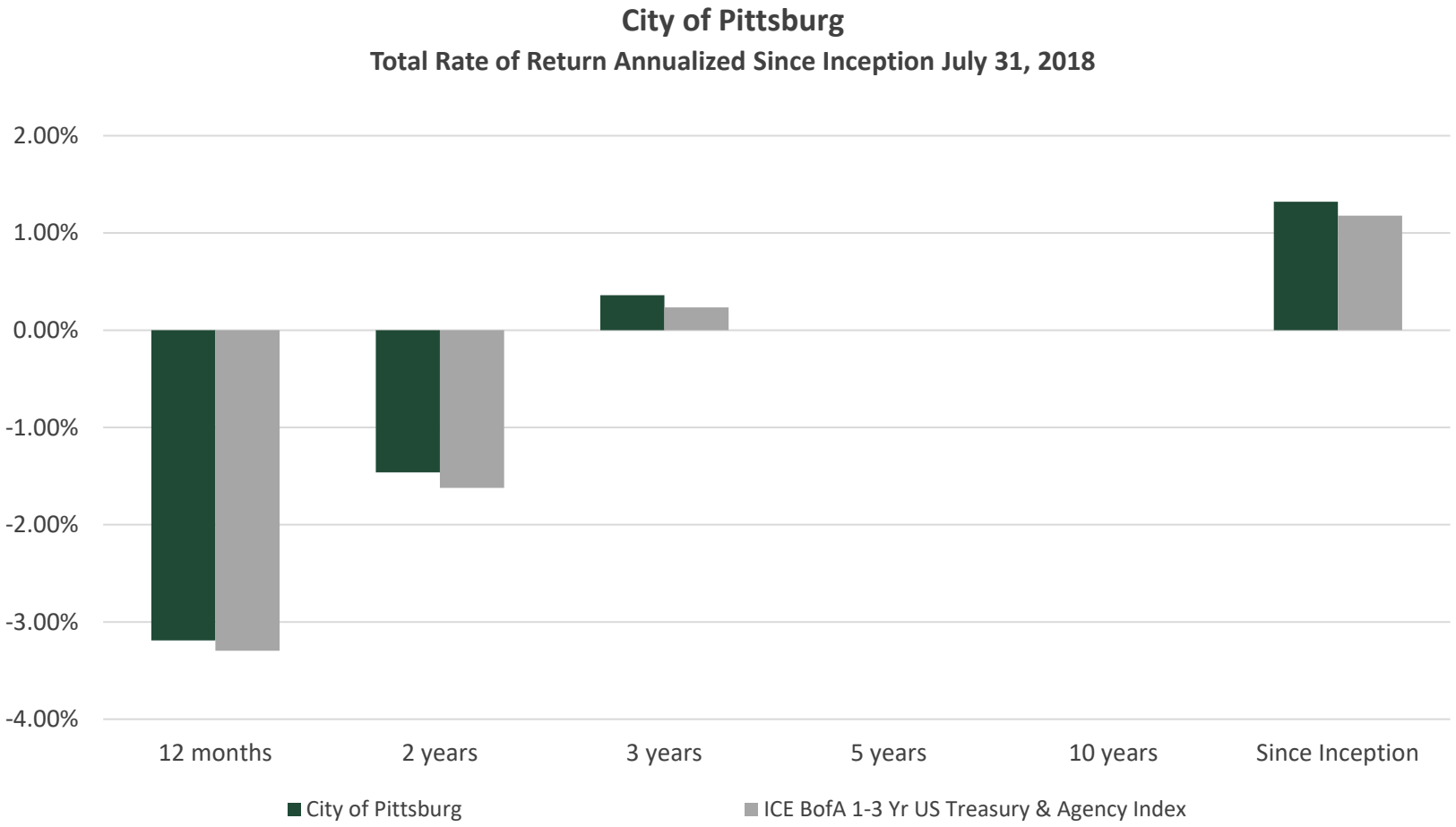
City of Pittsburg Managed Consolidated

	06/30/22 Portfolio	03/31/22 Portfolio
Average Maturity (yrs)	1.68	1.71
Modified Duration	1.51	1.58
Average Purchase Yield	0.97%	0.88%
Average Market Yield	2.93%	2.03%
Average Quality*	AA+/Aa1	AA+/Aa1
Market Value**	65,017,969	65,361,710

**Portfolio is S&P and Moody's, respectively.*
***Excludes accrued interest*

Investment Performance

As of June 30, 2022



			Annualized				
TOTAL RATE OF RETURN	**3 months**	**12 months**	**2 years**	**3 years**	**5 years**	**10 years**	**Since Inception**
City of Pittsburg	-0.59%	-3.19%	-1.46%	0.36%	N/A	N/A	1.32%
ICE BofA 1-3 Yr US Treasury & Agency Index	-0.51%	-3.30%	-1.62%	0.23%	N/A	N/A	1.18%

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

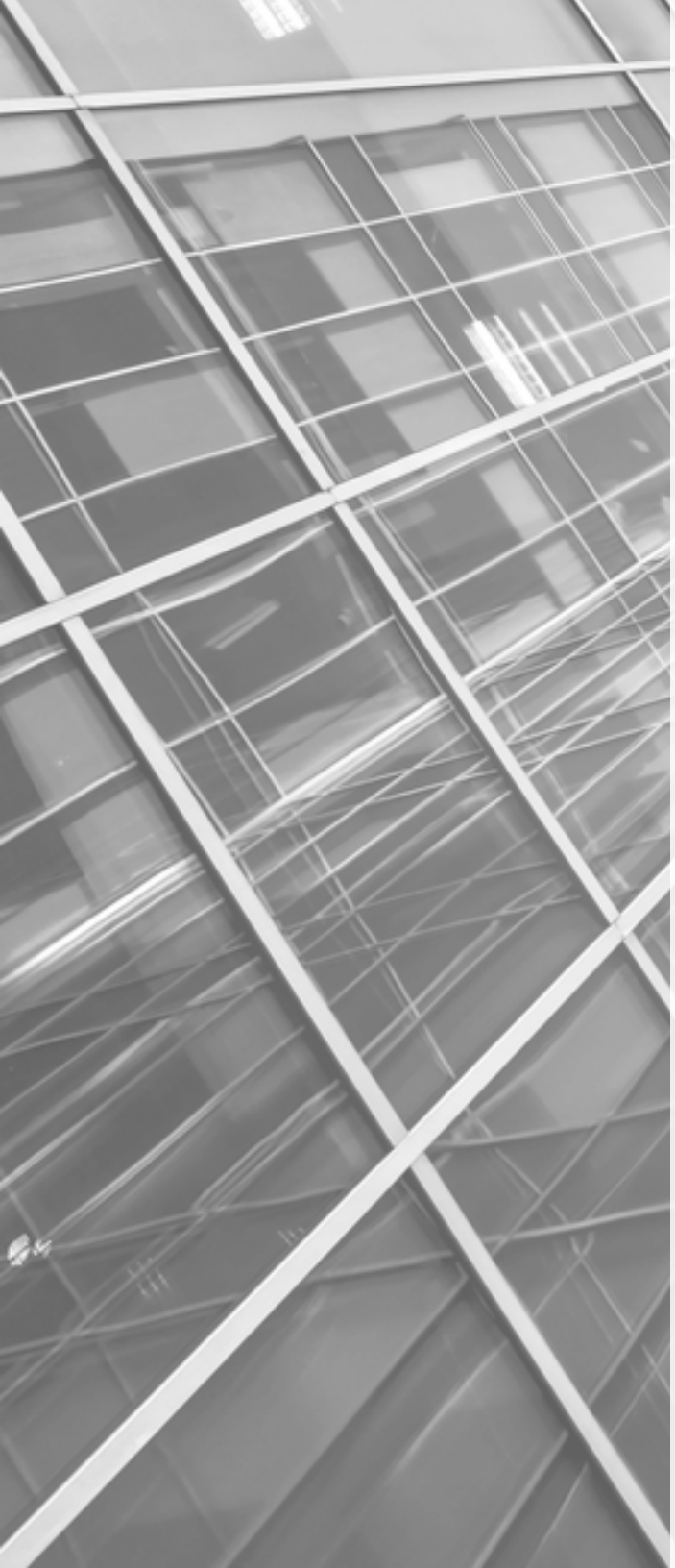
Portfolio Characteristics

As of June 30, 2022

City of Pittsburg Bond Reserve Consolidated

	06/30/22 Portfolio	03/31/22 Portfolio
Average Maturity (yrs)	0.07	0.31
Modified Duration	0.07	0.31
Average Purchase Yield	0.97%	0.54%
Average Market Yield	0.97%	0.54%
Average Quality*	AAA/Aaa	AAA/Aaa
Market Value**	6,131,339	6,123,194

**Portfolio is S&P and Moody's, respectively.*
***Excludes accrued interest*



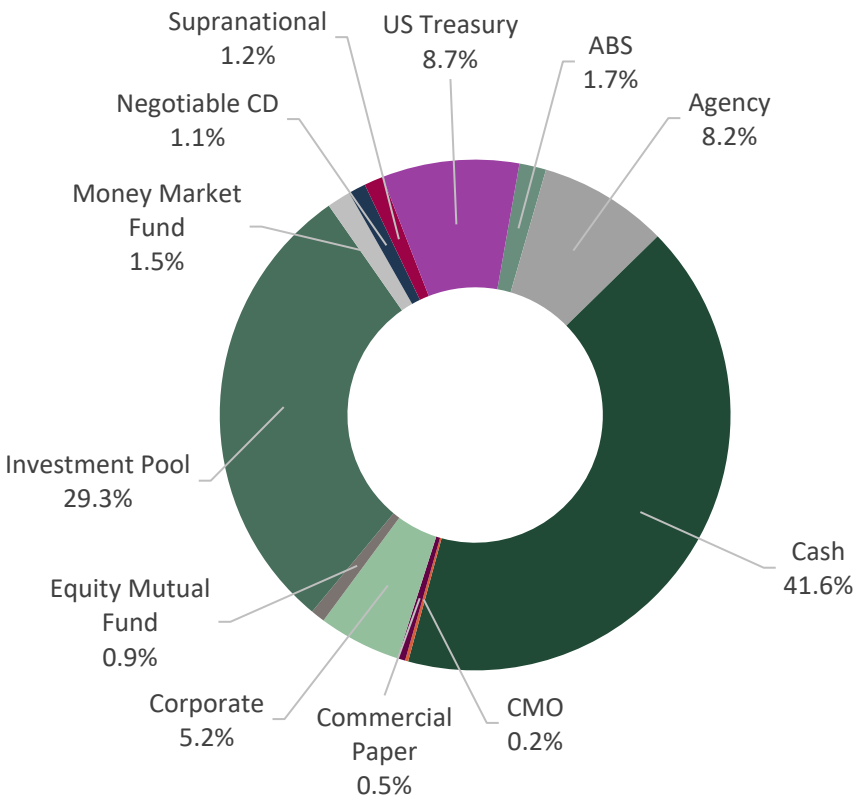
Section 3 | Consolidated Information

Sector Distribution

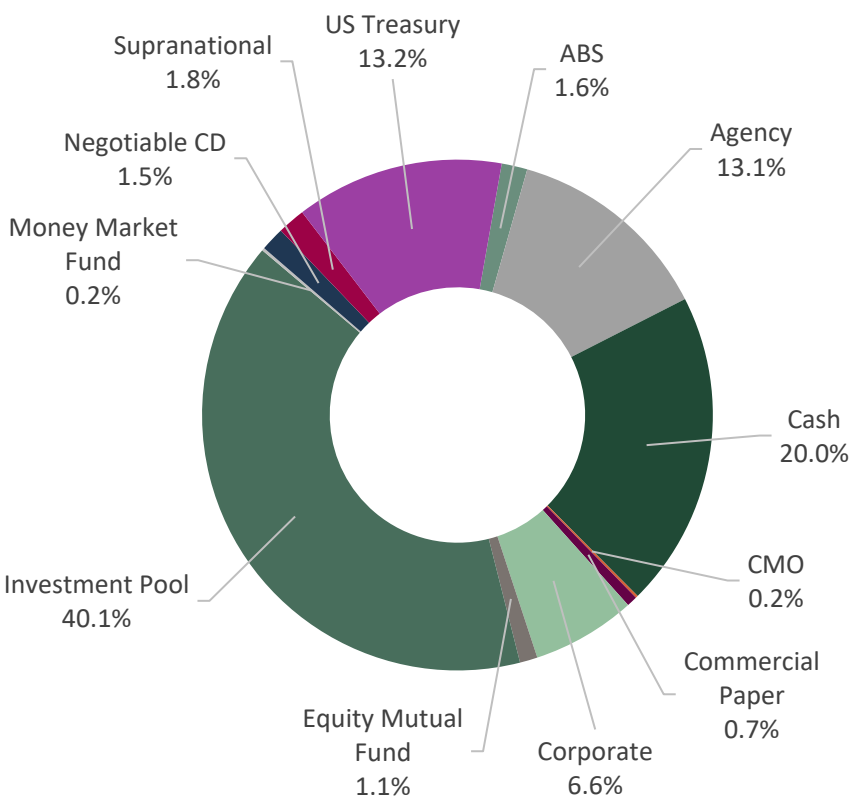
As of June 30, 2022

City of Pittsburg Total Consolidated

June 30, 2022



March 31, 2022



Issuers

As of June 30, 2022

City of Pittsburg Total Consolidated – Account #10638

Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
City of Pittsburg	Cash	NR	NR	41.61%
City of Pittsburg	Investment Pool	NR	NR	29.29%
Government of United States	US Treasury	AA+	Aaa	7.59%
Federal Home Loan Mortgage Corp	Agency	AA+	Aaa	2.72%
Federal Farm Credit Bank	Agency	AA+	Aaa	1.99%
Federal National Mortgage Association	Agency	AA+	Aaa	1.91%
Federal Home Loan Bank	Agency	AA+	Aaa	1.57%
Wells Fargo Adv Tsy Plus Money Market Fund	Money Market Fund	AAA	Aaa	1.30%
Government of United States	US Treasury	A-1+	P-1	1.13%
City of Pittsburg PARS 115 Trust	Equity Mutual Fund	NR	NR	0.89%
Intl Bank Recon and Development	Supranational	AAA	Aaa	0.65%
Inter-American Dev Bank	Supranational	AAA	Aaa	0.53%
MUFG Bank Ltd/NY	Commercial Paper	A-1	P-1	0.49%
Westpac Banking Corp NY	Negotiable CD	A-1+	P-1	0.49%
United Health Group Inc	Corporate	A+	A3	0.39%
JP Morgan Chase & Co	Corporate	A-	A2	0.37%
Deere & Company	Corporate	A	A2	0.34%
Nordea Bank AB	Negotiable CD	A-1+	P-1	0.32%
John Deere ABS	ABS	NR	Aaa	0.31%
Royal Bank of Canada	Negotiable CD	A-1+	P-1	0.29%
Toronto Dominion Holdings	Corporate	A	A1	0.29%
Apple Inc	Corporate	AA+	Aaa	0.29%
Paccar Financial	Corporate	A+	A1	0.28%
Amazon.com Inc	Corporate	AA	A1	0.28%
Bank of Montreal Chicago	Corporate	A-	A2	0.28%
Charles Schwab Corp/The	Corporate	A	A2	0.28%
Caterpillar Inc	Corporate	A	A2	0.27%
MasterCard Inc	Corporate	A+	A1	0.23%
Bank of America Corp	Corporate	A-	A2	0.21%
US Bancorp	Corporate	A+	A2	0.20%
American Express ABS	ABS	AAA	NR	0.20%
Bank of New York	Corporate	A	A1	0.20%
Duke Energy Field Services	Corporate	A	Aa3	0.20%
National Rural Utilities	Corporate	A-	A1	0.20%
Federal Home Loan Mortgage Corp	CMO	NR	NR	0.20%
Toyota ABS	ABS	NR	Aaa	0.20%
Home Depot	Corporate	A	A2	0.20%
Target Corp	Corporate	A	A2	0.19%

Issuers

As of June 30, 2022

City of Pittsburg Total Consolidated – Account #10638

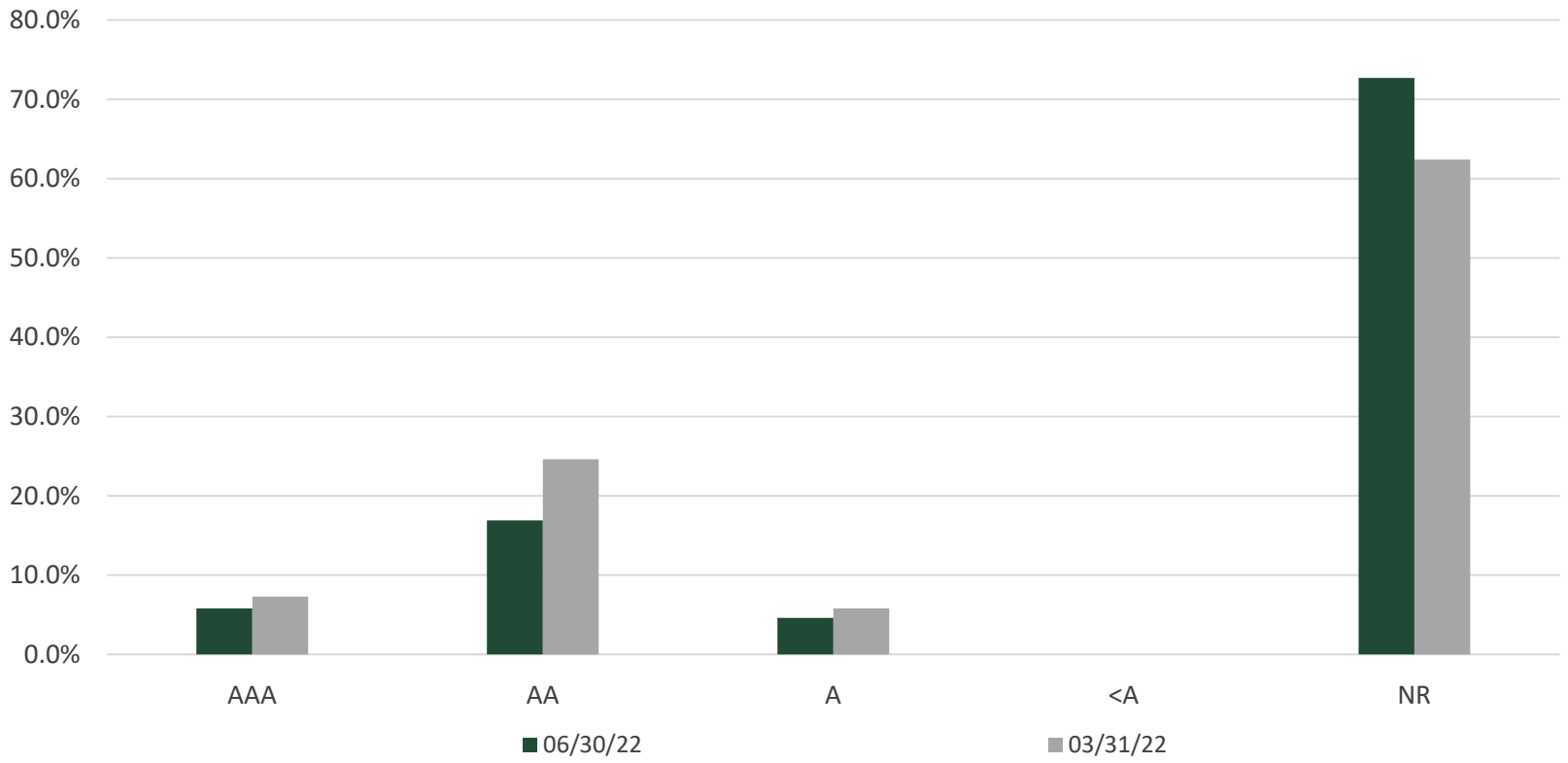
Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
Royal Bank of Canada	Corporate	A	A1	0.19%
Wells Fargo Advantage Govt Money Market Fund	Money Market Fund	AAA	Aaa	0.19%
GM Financial Automobile Leasing Trust	ABS	AAA	NR	0.17%
Toyota Motor Corp	Corporate	A+	A1	0.16%
Toyota ABS	ABS	AAA	NR	0.14%
Honda ABS	ABS	AAA	NR	0.14%
Honda ABS	ABS	NR	Aaa	0.12%
Mercedes-Benz Auto Lease Trust	ABS	AAA	NR	0.11%
BMW ABS	ABS	AAA	Aaa	0.08%
State Street Bank	Corporate	A	A1	0.07%
BMW Vehicle Lease Trust	ABS	AAA	NR	0.07%
BMW Vehicle Lease Trust	ABS	NR	Aaa	0.07%
Hyundai Auto Receivables	ABS	AAA	NR	0.05%
Salesforce.com Inc	Corporate	A+	A2	0.04%
Federal Home Loan Mortgage Corp	CMO	NR	Aaa	0.02%
TOTAL				**100%**

Quality Distribution

As of June 30, 2022

City of Pittsburg Total Consolidated

June 30, 2022 vs. March 31, 2022



	AAA	AA	A	<A	NR
06/30/22	5.8%	16.9%	4.6%	0.0%	72.7%
03/31/22	7.3%	24.6%	5.8%	0.0%	62.4%

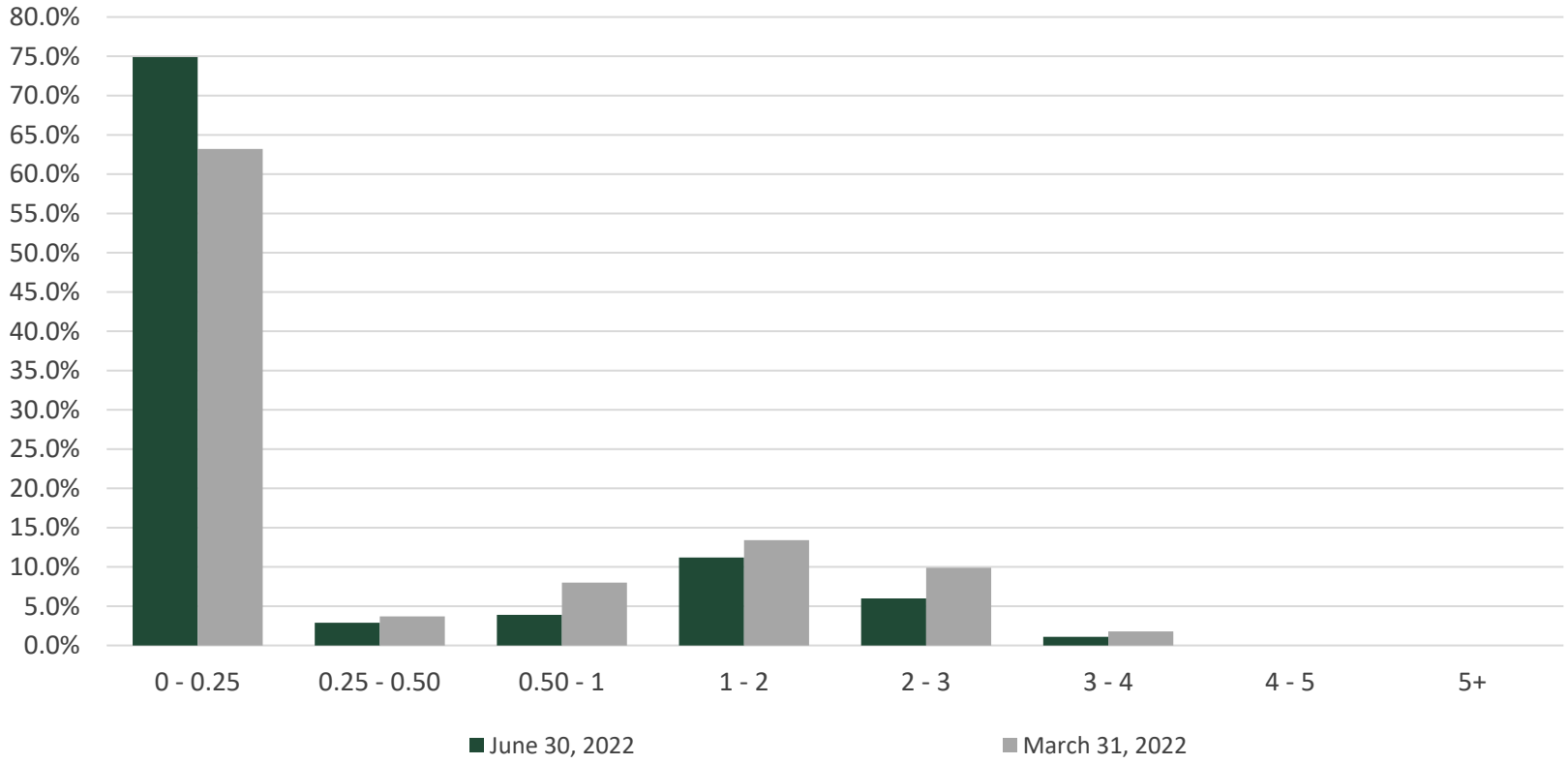
Source: S&P Ratings

Duration Distribution

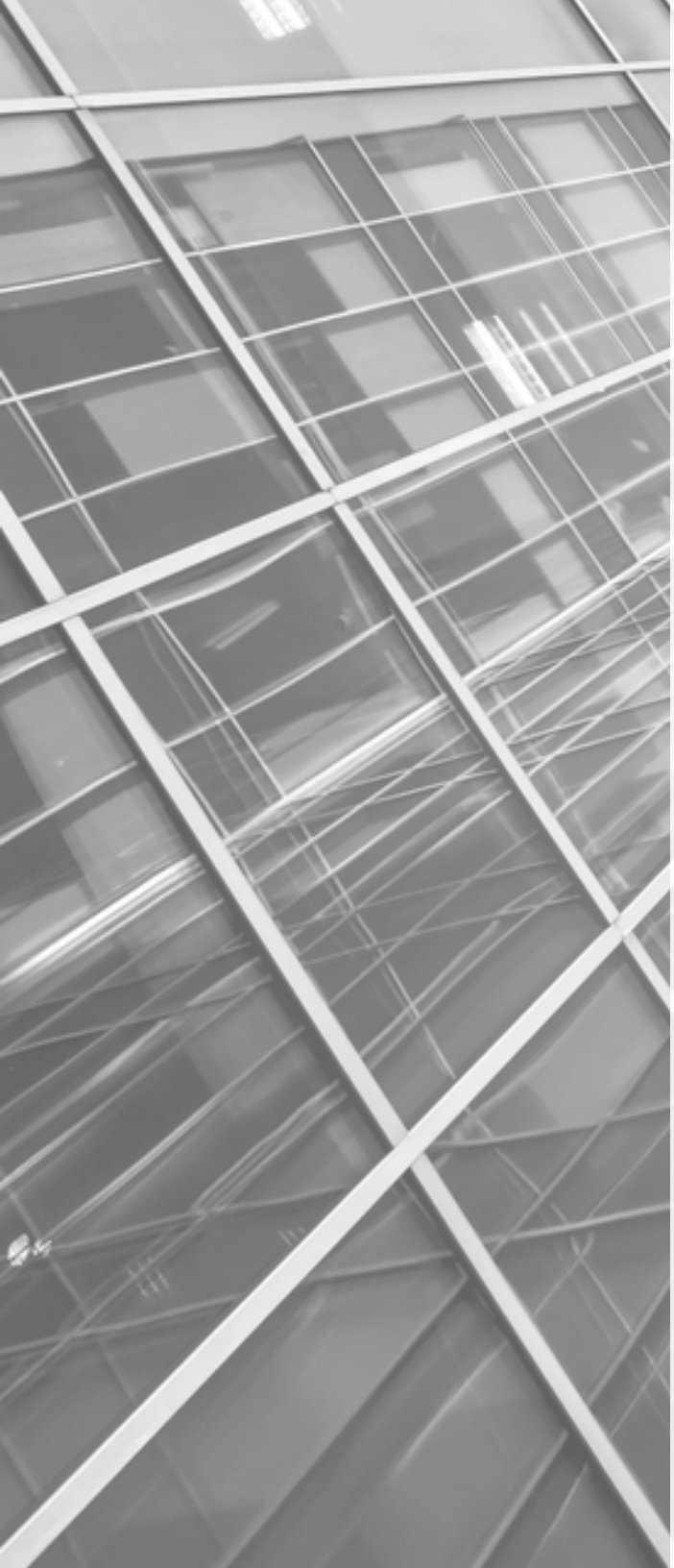
As of June 30, 2022

City of Pittsburg Total Consolidated

June 30, 2022 vs. March 31, 2022



	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
06/30/22	74.9%	2.9%	3.9%	11.2%	6.0%	1.1%	0.0%	0.0%
03/31/22	63.2%	3.7%	8.0%	13.4%	9.9%	1.8%	0.0%	0.0%



Section 3 | Portfolio Holdings

Holdings Report

As of June 30, 2022

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
47789KAC7	John Deere Owner Trust 2020-A A3	136,160.51	03/04/2020	136,152.19	98.99	134,782.84	0.05%	Aaa / NR	2.13
	1.100% Due 08/15/2024		1.11%	136,156.52	3.46%	66.57	(1,373.68)	AAA	0.43
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2	150,000.00	05/09/2022	145,453.13	96.79	145,182.75	0.06%	NR / AAA	2.31
	0.390% Due 10/21/2024		2.83%	145,827.75	3.43%	17.88	(645.00)	AAA	1.07
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3	275,000.00	06/22/2021	274,979.24	96.81	266,233.83	0.11%	NR / AAA	2.38
	0.400% Due 11/15/2024		0.40%	274,987.43	3.55%	48.89	(8,753.60)	AAA	1.02
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3	175,000.00	09/08/2021	174,981.94	97.07	169,871.28	0.07%	Aaa / NR	2.49
	0.330% Due 12/26/2024		0.34%	174,988.22	3.49%	9.63	(5,116.94)	AAA	0.93
89236XAC0	Toyota Auto Receivables 2020-D A3	191,731.69	10/06/2020	191,695.97	98.50	188,859.55	0.07%	NR / AAA	2.55
	0.350% Due 01/15/2025		0.36%	191,710.35	3.19%	29.82	(2,850.80)	AAA	0.53
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3	185,000.00	01/11/2022	184,972.34	96.55	178,616.58	0.07%	NR / AAA	2.74
	1.100% Due 03/25/2025		1.11%	184,978.00	3.84%	33.92	(6,361.42)	AAA	1.27
43813GAC5	Honda Auto Receivables Trust 2021-1 A3	140,000.00	02/17/2021	139,997.44	97.62	136,672.90	0.05%	Aaa / NR	2.81
	0.270% Due 04/21/2025		0.27%	139,998.56	3.54%	10.50	(3,325.66)	AAA	0.73
89240BAC2	Toyota Auto Receivables Owners 2021-A A3	510,000.00	02/02/2021	509,905.34	97.65	498,004.29	0.20%	Aaa / NR	2.88
	0.260% Due 05/15/2025		0.27%	509,947.86	3.47%	58.93	(11,943.57)	AAA	0.73
36266FAC3	GM Financial Auto Lease Trust 2022-2 A3	295,000.00	05/03/2022	294,969.23	99.49	293,493.44	0.12%	NR / AAA	2.98
	3.420% Due 06/20/2025		3.45%	294,971.19	3.74%	308.28	(1,477.75)	AAA	1.71
47788UAC6	John Deere Owner Trust 2021-A A3	200,000.00	03/02/2021	199,961.56	96.15	192,301.60	0.08%	Aaa / NR	3.21
	0.360% Due 09/15/2025		0.37%	199,975.53	3.93%	32.00	(7,673.93)	AAA	1.08
43815EAC8	Honda Auto Receivables 2021-3 A3	365,000.00	08/17/2021	364,994.67	95.53	348,671.36	0.14%	NR / AAA	3.39
	0.410% Due 11/18/2025		0.41%	364,996.07	3.78%	54.04	(16,324.71)	AAA	1.34
43815GAC3	Honda Auto Receivables Trust 2021-4 A3	185,000.00	11/16/2021	184,961.00	95.37	176,440.61	0.07%	Aaa / NR	3.56
	0.880% Due 01/21/2026		0.89%	184,968.21	3.78%	45.22	(8,527.60)	AAA	1.62
47789QAC4	John Deere Owner Trust 2021-B A3	235,000.00	07/13/2021	234,979.04	94.89	222,999.26	0.09%	Aaa / NR	3.71
	0.520% Due 03/16/2026		0.52%	234,984.46	3.90%	54.31	(11,985.20)	AAA	1.53
89238JAC9	Toyota Auto Receivables Trust 2021-D A3	175,000.00	11/09/2021	174,996.27	95.28	166,744.03	0.07%	NR / AAA	3.79
	0.710% Due 04/15/2026		0.71%	174,996.99	3.79%	55.22	(8,252.96)	AAA	1.56
05602RAD3	BMW Vehicle Owner Trust 2022-A A3	195,000.00	05/10/2022	194,989.86	98.96	192,969.08	0.08%	Aaa / AAA	4.16
	3.210% Due 08/25/2026		3.23%	194,990.25	4.46%	104.33	(2,021.17)	NR	0.85
47787JAC2	John Deere Owner Trust 2022-A A3	230,000.00	03/10/2022	229,949.12	97.45	224,141.67	0.09%	Aaa / NR	4.22
	2.320% Due 09/16/2026		2.34%	229,953.38	3.74%	237.16	(5,811.71)	AAA	1.82
448977AD0	Hyundai Auto Receivables Trust 2022-A A3	136,000.00	05/02/2022	132,685.00	96.92	131,811.34	0.05%	NR / AAA	4.30
	2.220% Due 10/15/2026		3.34%	132,853.95	3.83%	134.19	(1,042.61)	AAA	1.95

Holdings Report

As of June 30, 2022

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
02582JJT8	American Express Credit Trust 2022-2 A	510,000.00	05/17/2022	509,887.19	99.89	509,414.01	0.20%	NR / AAA	4.88
	3.390% Due 05/17/2027		3.42%	509,891.13	3.46%	768.40	(477.12)	AAA	2.68
				4,280,510.53		**4,177,210.42**	**1.65%**	**Aaa / AAA**	**3.36**
TOTAL ABS		**4,288,892.20**	**1.45%**	**4,281,175.85**	**3.67%**	**2,069.29**	**(103,965.43)**	**Aaa**	**1.36**
Agency									
3133EKUA2	FFCB Note	700,000.00	07/23/2019	699,825.00	99.57	696,972.50	0.28%	Aaa / AA+	0.59
	1.850% Due 02/01/2023		1.86%	699,970.79	2.60%	5,395.83	(2,998.29)	AAA	0.57
3133ELNW0	FFCB Note	1,000,000.00	02/19/2020	999,970.00	99.29	992,887.00	0.39%	Aaa / AA+	0.65
	1.450% Due 02/21/2023		1.45%	999,993.57	2.57%	5,236.11	(7,106.57)	AAA	0.63
3137EAEQ8	FHLMC Note	1,000,000.00	06/03/2020	1,001,440.00	98.01	980,148.00	0.39%	Aaa / AA+	0.81
	0.375% Due 04/20/2023		0.32%	1,000,401.83	2.89%	739.58	(20,253.83)	AAA	0.79
3137EAER6	FHLMC Note	975,000.00	05/05/2020	974,590.50	97.91	954,589.35	0.38%	Aaa / AA+	0.85
	0.375% Due 05/05/2023		0.39%	974,884.61	2.89%	568.75	(20,295.26)	AAA	0.83
3135G04Q3	FNMA Note	1,470,000.00	Various	1,468,435.30	97.72	1,436,556.03	0.57%	Aaa / AA+	0.89
	0.250% Due 05/22/2023		0.29%	1,469,531.99	2.84%	398.12	(32,975.96)	AAA	0.88
3133834G3	FHLB Note	1,000,000.00	06/14/2019	1,007,470.00	99.18	991,848.00	0.39%	Aaa / AA+	0.94
	2.125% Due 06/09/2023		1.93%	1,001,763.39	3.01%	1,298.61	(9,915.39)	NR	0.92
3135G05G4	FNMA Note	910,000.00	07/08/2020	908,043.50	97.35	885,902.29	0.35%	Aaa / AA+	1.03
	0.250% Due 07/10/2023		0.32%	909,331.75	2.88%	1,080.63	(23,429.46)	AAA	1.01
3133EKZK5	FFCB Note	1,000,000.00	08/09/2019	998,710.00	98.53	985,303.00	0.39%	Aaa / AA+	1.12
	1.600% Due 08/14/2023		1.63%	999,638.87	2.94%	6,088.89	(14,335.87)	AAA	1.09
3133EL3V4	FFCB Note	1,000,000.00	08/12/2020	997,910.00	97.05	970,454.00	0.38%	Aaa / AA+	1.12
	0.200% Due 08/14/2023		0.27%	999,219.35	2.89%	761.11	(28,765.35)	AAA	1.10
3137EAEV7	FHLMC Note	1,040,000.00	08/19/2020	1,038,939.20	97.03	1,009,091.20	0.40%	Aaa / AA+	1.15
	0.250% Due 08/24/2023		0.28%	1,039,595.20	2.90%	917.22	(30,504.00)	AAA	1.13
3130A3DL5	FHLB Note	1,000,000.00	08/29/2019	1,033,950.00	99.41	994,145.00	0.40%	Aaa / AA+	1.19
	2.375% Due 09/08/2023		1.50%	1,010,023.33	2.88%	7,454.86	(15,878.33)	NR	1.15
3137EAEW5	FHLMC Note	1,210,000.00	Various	1,209,535.70	96.95	1,173,124.04	0.46%	Aaa / AA+	1.19
	0.250% Due 09/08/2023		0.26%	1,209,816.14	2.88%	949.51	(36,692.10)	AAA	1.17
3133EMBS0	FFCB Note	1,000,000.00	09/28/2020	998,810.00	96.73	967,343.00	0.38%	Aaa / AA+	1.26
	0.200% Due 10/02/2023		0.24%	999,502.26	2.87%	494.44	(32,159.26)	AAA	1.24
3137EAEY1	FHLMC Note	885,000.00	10/14/2020	881,698.95	96.51	854,107.31	0.34%	Aaa / AA+	1.30
	0.125% Due 10/16/2023		0.25%	883,577.08	2.89%	230.47	(29,469.77)	AAA	1.28
3137EAEZ8	FHLMC Note	1,155,000.00	11/03/2020	1,153,960.50	96.52	1,114,797.92	0.44%	Aaa / AA+	1.35
	0.250% Due 11/06/2023		0.28%	1,154,532.41	2.90%	441.15	(39,734.49)	AAA	1.33

Holdings Report

As of June 30, 2022

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3135G06H1	FNMA Note	1,020,000.00	11/23/2020	1,018,837.20	96.41	983,401.38	0.39%	Aaa / AA+	1.41
	0.250% Due 11/27/2023		0.29%	1,019,455.17	2.87%	240.83	(36,053.79)	AAA	1.39
3137EAFA2	FHLMC Note	825,000.00	12/02/2020	824,183.25	96.30	794,438.70	0.31%	Aaa / AA+	1.43
	0.250% Due 12/04/2023		0.28%	824,611.39	2.92%	154.69	(30,172.69)	AAA	1.41
3130A3VC5	FHLB Note	1,000,000.00	02/13/2020	1,029,240.00	98.87	988,705.00	0.39%	Aaa / AA+	1.44
	2.250% Due 12/08/2023		1.46%	1,011,020.10	3.06%	1,437.50	(22,315.10)	NR	1.40
3135G0V34	FNMA Note	600,000.00	01/30/2020	624,768.00	99.36	596,136.60	0.24%	Aaa / AA+	1.60
	2.500% Due 02/05/2024		1.44%	609,866.65	2.91%	6,083.33	(13,730.05)	AAA	1.54
3130A7PH2	FHLB Note	1,000,000.00	03/03/2020	1,040,350.00	98.22	982,151.00	0.39%	Aaa / AA+	1.69
	1.875% Due 03/08/2024		0.85%	1,016,966.28	2.97%	5,885.42	(34,815.28)	NR	1.64
3133ENKS8	FFCB Note	425,000.00	01/06/2022	424,043.75	95.54	406,051.38	0.16%	Aaa / AA+	2.52
	1.125% Due 01/06/2025		1.20%	424,193.63	2.98%	2,257.81	(18,142.25)	AAA	2.44
3135G05X7	FNMA Note	1,000,000.00	03/07/2022	953,120.00	91.94	919,372.00	0.36%	Aaa / AA+	3.16
	0.375% Due 08/25/2025		1.78%	957,378.45	3.08%	1,312.50	(38,006.45)	AAA	3.08
				21,287,830.85		**20,677,524.70**	**8.20%**	**Aaa / AA+**	**1.26**
TOTAL Agency		**21,215,000.00**	**0.80%**	**21,215,274.24**	**2.89%**	**49,427.36**	**(537,749.54)**	**Aaa**	**1.23**
Cash									
90PITT$00	City of Pittsburg Cash Equivalents	16,375,355.72	Various	16,375,355.72	1.00	16,375,355.72	6.48%	NR / NR	0.00
			0.00%	16,375,355.72	0.00%	0.00	0.00	NR	0.00
90PITT$02	City of Pittsburg Additional Bonded Debt Funds	88,755,445.05	Various	88,755,445.05	1.00	88,775,073.58	35.13%	NR / NR	0.00
			0.00%	88,755,445.05	0.00%	0.00	19,628.53	NR	0.00
				105,130,800.77		**105,150,429.30**	**41.61%**	**NR / NR**	**0.00**
TOTAL Cash		**105,130,800.77**	**0.00%**	**105,130,800.77**	**0.00%**	**0.00**	**19,628.53**	**NR**	**0.00**
CMO									
3137BM6P6	FHLMC K721 A2	51,477.18	04/04/2018	51,915.54	99.95	51,450.93	0.02%	Aaa / NR	0.15
	3.090% Due 08/25/2022		2.84%	51,492.26	1.93%	132.55	(41.33)	NR	0.13
3137BM7C4	FHLMC K051 A2	500,000.00	05/16/2022	503,886.72	99.86	499,284.50	0.20%	NR / NR	3.24
	3.308% Due 09/25/2025		2.96%	503,747.56	3.30%	1,378.33	(4,463.06)	AAA	2.89
				555,802.26		**550,735.43**	**0.22%**	**Aaa / NR**	**2.95**
TOTAL CMO		**551,477.18**	**2.95%**	**555,239.82**	**3.18%**	**1,510.88**	**(4,504.39)**	**Aaa**	**2.63**

Holdings Report

As of June 30, 2022

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
Commercial Paper									
62479MKU6	MUFG Bank Ltd/NY Discount CP 0.700% Due 10/28/2022	1,250,000.00	02/01/2022 0.71%	1,243,461.81 1,247,107.64	99.77 0.71%	1,247,107.64 0.00	0.49% 0.00	P-1 / A-1 NR	0.33 0.33
				1,243,461.81		**1,247,107.64**	**0.49%**	**P-1 / A-1**	**0.33**
TOTAL Commercial Paper		**1,250,000.00**	**0.71%**	**1,247,107.64**	**0.71%**	**0.00**	**0.00**	**NR**	**0.33**
Corporate									
91324PDD1	United Health Group Inc Note 2.375% Due 10/15/2022	750,000.00	02/01/2022 0.70%	758,752.50 753,652.62	99.99 2.38%	749,958.75 3,760.42	0.30% (3,693.87)	A3 / A+ A	0.29 0.29
69371RQ41	Paccar Financial Corp Note 1.900% Due 02/07/2023	500,000.00	10/31/2019 1.90%	499,975.00 499,995.35	99.18 3.29%	495,885.00 3,800.00	0.20% (4,110.35)	A1 / A+ NR	0.61 0.59
24422EVN6	John Deere Capital Corp Note 0.450% Due 01/17/2024	485,000.00	03/01/2021 0.47%	484,655.65 484,814.53	95.94 3.16%	465,309.97 994.25	0.18% (19,504.56)	A2 / A A	1.55 1.52
91159HHG8	US Bancorp Callable Note Cont 12/29/2023 3.700% Due 01/30/2024	500,000.00	11/27/2019 2.03%	532,435.00 511,901.55	100.53 3.34%	502,635.50 7,759.72	0.20% (9,266.05)	A2 / A+ A+	1.59 1.42
69371RR24	Paccar Financial Corp Note 0.350% Due 02/02/2024	225,000.00	01/28/2021 0.39%	224,739.00 224,861.52	95.47 3.30%	214,800.98 325.94	0.09% (10,060.54)	A1 / A+ NR	1.59 1.56
637432NL5	National Rural Utilities Callable Note Cont 12/7/2023 2.950% Due 02/07/2024	500,000.00	04/06/2022 2.77%	501,470.00 501,266.91	99.03 3.58%	495,134.50 5,900.00	0.20% (6,132.41)	A1 / A- A+	1.61 1.53
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.750% Due 03/18/2024	725,000.00	Various 0.69%	726,181.50 725,662.72	95.98 3.17%	695,865.15 1,555.73	0.28% (29,797.57)	A2 / A A	1.72 1.68
023135BW5	Amazon.com Inc Note 0.450% Due 05/12/2024	750,000.00	Various 0.67%	745,836.00 746,902.28	95.16 3.14%	713,676.75 459.38	0.28% (33,225.53)	A1 / AA AA-	1.87 1.83
91324PEB4	United Health Group Inc Callable Note Cont 5/15/2022 0.550% Due 05/15/2024	250,000.00	11/08/2021 0.78%	248,565.00 248,929.62	95.26 3.17%	238,151.75 175.69	0.09% (10,777.87)	A3 / A+ A	1.88 1.84
14913R2L0	Caterpillar Financial Service Note 0.450% Due 05/17/2024	715,000.00	05/10/2021 0.50%	714,041.90 714,400.31	94.79 3.33%	677,782.82 393.25	0.27% (36,617.49)	A2 / A A	1.88 1.84
24422EVQ9	John Deere Capital Corp Note 0.450% Due 06/07/2024	425,000.00	06/07/2021 0.49%	424,468.75 424,656.36	94.54 3.39%	401,801.38 127.50	0.16% (22,854.98)	A2 / A A	1.94 1.90
89114QCA4	Toronto Dominion Bank Note 2.650% Due 06/12/2024	750,000.00	04/23/2021 0.65%	796,327.50 778,883.70	98.21 3.61%	736,599.75 1,048.96	0.29% (42,283.95)	A1 / A AA-	1.95 1.88

Holdings Report

As of June 30, 2022

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
06051GJY6	Bank of America Corp Callable Note Cont 6/14/2023	540,000.00	06/07/2021	540,036.00	96.54	521,337.60	0.21%	A2 / A-	1.96
	0.523% Due 06/14/2024		0.52%	540,017.16	3.08%	133.37	(18,679.56)	AA-	1.91
89236TJH9	Toyota Motor Credit Corp Note	425,000.00	06/15/2021	424,494.25	94.47	401,514.50	0.16%	A1 / A+	1.97
	0.500% Due 06/18/2024		0.54%	424,668.68	3.43%	76.74	(23,154.18)	A+	1.93
06367TQW3	Bank of Montreal Note	750,000.00	09/10/2021	749,392.50	94.14	706,083.00	0.28%	A2 / A-	2.03
	0.625% Due 07/09/2024		0.65%	749,563.71	3.65%	2,239.58	(43,480.71)	AA-	1.97
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022	115,000.00	06/29/2021	114,941.35	94.71	108,918.11	0.04%	A2 / A+	2.04
	0.625% Due 07/15/2024		0.64%	114,960.24	3.33%	331.42	(6,042.13)	NR	1.99
037833DM9	Apple Inc Callable Note Cont 8/11/2024	750,000.00	08/18/2021	776,857.50	96.98	727,380.75	0.29%	Aaa / AA+	2.20
	1.800% Due 09/11/2024		0.58%	769,074.51	3.23%	4,125.00	(41,693.76)	NR	2.12
78015K7C2	Royal Bank of Canada Note	500,000.00	05/19/2021	525,750.00	96.62	483,081.00	0.19%	A1 / A	2.34
	2.250% Due 11/01/2024		0.73%	517,452.78	3.78%	1,875.00	(34,371.78)	AA-	2.24
46647PBY1	JP Morgan Chase & Co Callable Note Cont 2/16/2024	390,000.00	02/09/2021	390,000.00	94.30	367,762.98	0.15%	A2 / A-	2.64
	0.563% Due 02/16/2025		0.56%	390,000.00	3.37%	823.39	(22,237.02)	AA-	2.56
57636QAN4	MasterCard Inc Callable Note 1x 02/03/2025	600,000.00	10/28/2021	618,294.00	96.51	579,084.00	0.23%	A1 / A+	2.68
	2.000% Due 03/03/2025		1.04%	614,573.71	3.37%	3,933.33	(35,489.71)	NR	2.56
87612EBL9	Target Corp Callable Note Cont 4/15/25	500,000.00	02/17/2022	502,465.00	96.62	483,078.00	0.19%	A2 / A	2.79
	2.250% Due 04/15/2025		2.08%	502,180.32	3.53%	2,375.00	(19,102.32)	A	2.66
437076CM2	Home Depot Callable Note Cont 3/15/2025	500,000.00	03/24/2022	499,125.00	98.20	491,016.00	0.20%	A2 / A	2.79
	2.700% Due 04/15/2025		2.76%	499,199.62	3.38%	3,487.50	(8,183.62)	A	2.64
06406RBC0	Bank of NY Mellon Corp Callable Note Cont 3/25/2025	510,000.00	04/19/2022	509,928.60	98.96	504,691.92	0.20%	A1 / A	2.82
	3.350% Due 04/25/2025		3.35%	509,932.90	3.74%	3,084.79	(5,240.98)	AA-	2.65
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024	600,000.00	05/24/2021	600,777.60	93.53	561,166.20	0.22%	A2 / A-	2.92
	0.824% Due 06/01/2025		0.78%	600,497.35	3.60%	412.00	(39,331.15)	AA-	2.83
26442UAA2	Duke Energy Progress LLC Callable Note Cont 5/15/25	500,000.00	04/18/2022	500,605.00	99.33	496,637.50	0.20%	Aa3 / A	3.13
	3.250% Due 08/15/2025		3.21%	500,566.14	3.48%	6,138.89	(3,928.64)	NR	2.91
857477BR3	State Street Bank Callable Note Cont 2/6/2025	190,000.00	02/02/2022	190,000.00	94.48	179,517.70	0.07%	A1 / A	3.61
	1.746% Due 02/06/2026		1.75%	190,000.00	3.82%	1,326.96	(10,482.30)	AA-	3.40
				13,600,114.60		**12,998,871.56**	**5.17%**	**A1 / A**	**2.03**
TOTAL Corporate		**13,445,000.00**	**1.17%**	**13,538,614.59**	**3.35%**	**56,663.81**	**(539,743.03)**	**A+**	**1.95**

Holdings Report

As of June 30, 2022

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
Equity Mutual Fund									
90PARS$00	City of Pittsburg PARS 115 Trust	2,557,266.91	Various 0.00%	2,557,266.91 2,557,266.91	0.88 0.00%	2,243,037.00 0.00	0.89% (314,229.91)	NR / NR NR	0.00 0.00
TOTAL Equity Mutual Fund		**2,557,266.91**	**0.00%**	**2,557,266.91** **2,557,266.91**	**0.00%**	**2,243,037.00** **0.00**	**0.89%** **(314,229.91)**	**NR / NR** **NR**	**0.00** **0.00**
Investment Pool									
90PITT$01	City of Pittsburg Investment Pools	74,987,912.90	Various 0.00%	74,987,912.90 74,987,912.90	0.99 0.00%	74,022,474.57 0.00	29.29% (965,438.33)	NR / NR NR	0.00 0.00
TOTAL Investment Pool		**74,987,912.90**	**0.00%**	**74,987,912.90** **74,987,912.90**	**0.00%**	**74,022,474.57** **0.00**	**29.29%** **(965,438.33)**	**NR / NR** **NR**	**0.00** **0.00**
Money Market Fund									
94975H254	Wells Fargo Money Market Fund #743	59,820.35	Various 0.89%	59,820.35 59,820.35	1.00 0.89%	59,820.35 0.00	0.02% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	5,114.35	Various 1.24%	5,114.35 5,114.35	1.00 1.24%	5,114.35 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	4,826.42	Various 1.24%	4,826.42 4,826.42	1.00 1.24%	4,826.42 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	5,379.97	Various 1.24%	5,379.97 5,379.97	1.00 1.24%	5,379.97 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	11,075.29	Various 1.24%	11,075.29 11,075.29	1.00 1.24%	11,075.29 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
94975H254	Wells Fargo Money Market Fund #743	408,207.02	Various 0.89%	408,207.02 408,207.02	1.00 0.89%	408,207.02 0.00	0.16% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	3,247,793.96	Various 1.24%	3,247,793.96 3,247,793.96	1.00 1.24%	3,247,793.96 0.00	1.29% 0.00	Aaa / AAA NR	0.00 0.00
TOTAL Money Market Fund		**3,742,217.36**	**1.20%**	**3,742,217.36** **3,742,217.36**	**1.20%**	**3,742,217.36** **0.00**	**1.48%** **0.00**	**Aaa / AAA** **NR**	**0.00** **0.00**
Negotiable CD									
65558UGJ5	Nordea Bank APB New York Yankee CD 0.190% Due 09/19/2022	800,000.00	02/02/2022 0.65%	797,676.47 799,184.73	99.59 2.04%	796,680.80 1,216.00	0.32% (2,503.93)	P-1 / A-1+ F-1+	0.22 0.22
96130ALV8	Westpac Banking Corp NY Yankee CD 1.080% Due 02/07/2023	1,250,000.00	02/07/2022 1.08%	1,250,000.00 1,250,000.00	98.72 3.19%	1,233,945.00 5,400.00	0.49% (16,055.00)	P-1 / A-1+ F-1	0.61 0.60

Holdings Report

As of June 30, 2022

City of Pittsburg Total Consolidated - Account #10638

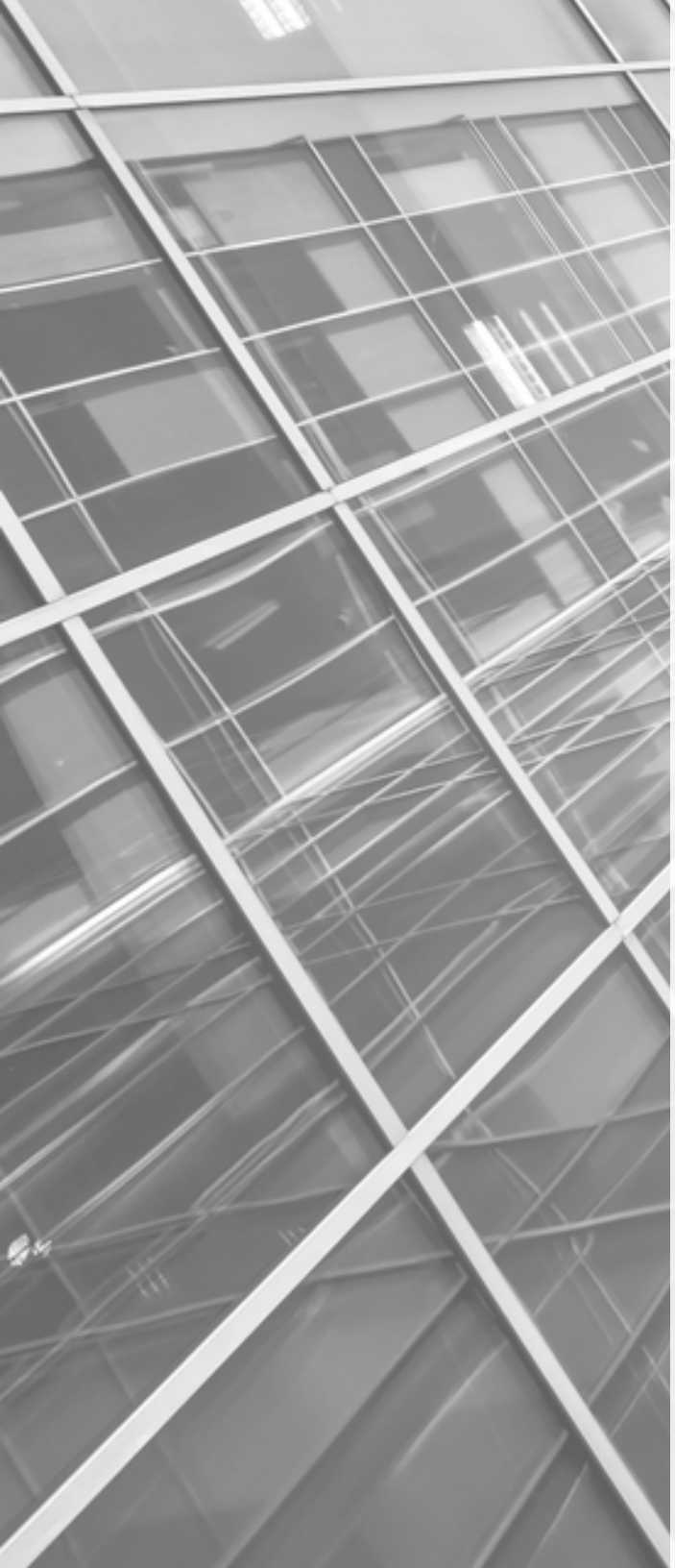
CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
78012U3M5	Royal Bank of Canada Yankee CD	750,000.00	02/11/2022	750,000.00	98.85	741,384.75	0.29%	P-1 / A-1+	0.63
	1.350% Due 02/14/2023		1.35%	750,000.00	3.18%	3,853.13	(8,615.25)	F-1+	0.62
				2,797,676.47		**2,772,010.55**	**1.10%**	**Aaa / AAA**	**0.50**
TOTAL Negotiable CD		**2,800,000.00**	**1.03%**	**2,799,184.73**	**2.86%**	**10,469.13**	**(27,174.18)**	**Aaa**	**0.50**
Supranational									
4581X0CZ9	Inter-American Dev Bank Note	480,000.00	02/21/2018	459,004.80	99.93	479,679.36	0.19%	Aaa / AAA	0.21
	1.750% Due 09/14/2022		2.78%	479,053.70	2.07%	2,496.67	625.66	AAA	0.20
459058JM6	Intl. Bank Recon & Development Note	925,000.00	Various	924,231.25	96.44	892,062.60	0.35%	Aaa / AAA	1.40
	0.250% Due 11/24/2023		0.28%	924,644.15	2.86%	237.67	(32,581.55)	AAA	1.38
459058GQ0	Intl. Bank Recon & Development Note	750,000.00	01/26/2021	802,455.00	99.21	744,037.50	0.30%	Aaa / AAA	1.72
	2.500% Due 03/19/2024		0.26%	778,699.20	2.98%	5,312.50	(34,661.70)	AAA	1.66
4581X0DZ8	Inter-American Dev Bank Note	895,000.00	09/15/2021	894,337.70	94.58	846,455.20	0.34%	Aaa / AAA	2.24
	0.500% Due 09/23/2024		0.52%	894,507.51	3.03%	1,218.19	(48,052.31)	NR	2.18
				3,080,028.75		**2,962,234.66**	**1.18%**	**Aaa / AAA**	**1.53**
TOTAL Supranational		**3,050,000.00**	**0.74%**	**3,076,904.56**	**2.81%**	**9,265.03**	**(114,669.90)**	**Aaa**	**1.49**
US Treasury									
912796T58	US Treasury Bill	325,000.00	03/08/2022	324,004.48	99.90	324,676.01	0.13%	P-1 / A-1+	0.15
	0.653% Due 08/25/2022		0.66%	324,676.01	0.66%	0.00	0.00	F-1+	0.15
912796T58	US Treasury Bill	755,000.00	03/08/2022	752,687.34	99.90	754,247.36	0.30%	P-1 / A-1+	0.15
	0.653% Due 08/25/2022		0.66%	754,247.36	0.66%	0.00	0.00	F-1+	0.15
912796T58	US Treasury Bill	230,000.00	03/08/2022	229,295.48	99.90	229,770.72	0.09%	P-1 / A-1+	0.15
	0.653% Due 08/25/2022		0.66%	229,770.72	0.66%	0.00	0.00	F-1+	0.15
912796T58	US Treasury Bill	1,550,000.00	03/08/2022	1,545,252.16	99.90	1,548,454.84	0.61%	P-1 / A-1+	0.15
	0.653% Due 08/25/2022		0.66%	1,548,454.84	0.66%	0.00	0.00	F-1+	0.15
91282CAN1	US Treasury Note	1,200,000.00	03/08/2022	1,195,734.37	99.58	1,195,005.60	0.47%	Aaa / AA+	0.25
	0.125% Due 09/30/2022		0.76%	1,198,106.48	1.79%	377.05	(3,100.88)	AAA	0.25
91282CAR2	US Treasury Note	1,950,000.00	03/14/2022	1,939,945.31	99.34	1,937,151.45	0.77%	Aaa / AA+	0.34
	0.125% Due 10/31/2022		0.95%	1,944,666.64	2.11%	410.67	(7,515.19)	AAA	0.33
912828M80	US Treasury Note	2,000,000.00	02/01/2022	2,021,093.75	99.85	1,997,032.00	0.79%	Aaa / AA+	0.42
	2.000% Due 11/30/2022		0.71%	2,010,651.99	2.35%	3,387.98	(13,619.99)	AAA	0.41
912828T91	US Treasury Note	700,000.00	09/25/2019	700,628.91	98.32	688,242.10	0.27%	Aaa / AA+	1.34
	1.625% Due 10/31/2023		1.60%	700,204.73	2.92%	1,916.44	(11,962.63)	AAA	1.30
91282CBA8	US Treasury Note	1,000,000.00	01/08/2021	997,148.44	96.02	960,195.00	0.38%	Aaa / AA+	1.46
	0.125% Due 12/15/2023		0.22%	998,579.56	2.93%	54.64	(38,384.56)	AAA	1.44

Holdings Report

As of June 30, 2022

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	1,000,000.00	04/14/2021 0.36%	1,000,351.56 1,000,209.78	95.54 2.95%	955,391.00 788.93	0.38% (44,818.78)	Aaa / AA+ AAA	1.79 1.76
91282CCC3	US Treasury Note 0.250% Due 05/15/2024	650,000.00	05/12/2021 0.36%	647,968.75 648,730.00	95.12 2.94%	618,287.15 207.54	0.24% (30,442.85)	Aaa / AA+ AAA	1.88 1.84
91282CCG4	US Treasury Note 0.250% Due 06/15/2024	1,000,000.00	06/28/2021 0.46%	993,750.00 995,869.92	94.91 2.94%	949,102.00 109.29	0.38% (46,767.92)	Aaa / AA+ AAA	1.96 1.93
91282CCL3	US Treasury Note 0.375% Due 07/15/2024	1,000,000.00	08/05/2021 0.37%	1,000,273.44 1,000,189.68	94.94 2.95%	949,375.00 1,729.97	0.38% (50,814.68)	Aaa / AA+ AAA	2.04 2.00
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	1,000,000.00	09/10/2021 0.42%	998,632.81 999,005.68	94.68 2.97%	946,836.00 1,408.84	0.38% (52,169.68)	Aaa / AA+ AAA	2.13 2.09
91282CDB4	US Treasury Note 0.625% Due 10/15/2024	1,000,000.00	12/02/2021 0.86%	993,281.25 994,628.85	94.82 2.98%	948,242.00 1,314.89	0.38% (46,386.85)	Aaa / AA+ AAA	2.30 2.24
91282CDH1	US Treasury Note 0.750% Due 11/15/2024	1,000,000.00	11/10/2021 0.80%	998,554.69 998,855.36	94.90 2.99%	948,984.00 957.88	0.38% (49,871.36)	Aaa / AA+ AAA	2.38 2.32
91282CDN8	US Treasury Note 1.000% Due 12/15/2024	1,100,000.00	12/29/2021 0.99%	1,100,472.66 1,100,392.64	95.32 2.99%	1,048,480.40 480.87	0.42% (51,912.24)	Aaa / AA+ AAA	2.46 2.40
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	1,000,000.00	02/03/2022 1.42%	991,054.69 992,228.76	95.27 2.98%	952,734.00 3,760.19	0.38% (39,494.76)	Aaa / AA+ AAA	2.67 2.59
912828ZF0	US Treasury Note 0.500% Due 03/31/2025	750,000.00	03/03/2021 0.54%	748,886.72 749,248.84	93.43 3.01%	700,693.50 942.62	0.28% (48,555.34)	Aaa / AA+ AAA	2.75 2.69
912828ZL7	US Treasury Note 0.375% Due 04/30/2025	500,000.00	01/13/2021 0.39%	499,609.38 499,742.25	92.91 3.00%	464,531.00 315.90	0.18% (35,211.25)	Aaa / AA+ AAA	2.84 2.78
912828ZT0	US Treasury Note 0.250% Due 05/31/2025	1,250,000.00	10/06/2021 0.72%	1,228,759.77 1,233,017.38	92.38 3.00%	1,154,736.25 264.69	0.46% (78,281.13)	Aaa / AA+ AAA	2.92 2.87
9128285C0	US Treasury Note 3.000% Due 09/30/2025	750,000.00	04/29/2022 2.90%	752,314.45 752,203.09	99.96 3.01%	749,736.00 5,655.74	0.30% (2,467.09)	Aaa / AA+ AAA	3.25 3.05
9128285J5	US Treasury Note 3.000% Due 10/31/2025	1,000,000.00	06/02/2022 2.87%	1,004,023.44 1,003,933.03	99.95 3.02%	999,492.00 5,054.35	0.40% (4,441.03)	Aaa / AA+ AAA	3.34 3.14
TOTAL US Treasury		**22,710,000.00**	**0.88%**	**22,663,723.85** **22,677,613.59**	**2.48%**	**22,021,395.38** **29,138.48**	**8.73%** **(656,218.21)**	**Aaa / AA+** **Aaa**	**1.60** **1.56**
TOTAL PORTFOLIO		**255,728,567.32**	**0.28%**	**255,927,347.06** **255,809,312.96**	**0.78%**	**252,565,248.57** **158,543.98**	**100.00%** **(3,244,064.39)**	**Aa1 / AA+** **Aaa**	**0.43** **0.39**
TOTAL MARKET VALUE PLUS ACCRUALS						**252,723,792.55**			



Section 4 | Transactions

Transaction Ledger

As of June 30, 2022

City of Pittsburg Total Consolidated - Account #10638

March 31, 2022 through June 30, 2022

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/08/2022	637432NL5	500,000.00	National Rural Utilities Callable Note Cont 12/7/2023 2.95% Due: 02/07/2024	100.294	2.77%	501,470.00	2,499.31	503,969.31	0.00
Purchase	04/20/2022	26442UAA2	500,000.00	Duke Energy Progress LLC Callable Note Cont 5/15/25 3.25% Due: 08/15/2025	100.121	3.21%	500,605.00	2,934.03	503,539.03	0.00
Purchase	04/26/2022	06406RBC0	510,000.00	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due: 04/25/2025	99.986	3.35%	509,928.60	0.00	509,928.60	0.00
Purchase	05/02/2022	9128285C0	750,000.00	US Treasury Note 3% Due: 09/30/2025	100.309	2.90%	752,314.45	1,967.21	754,281.66	0.00
Purchase	05/04/2022	448977AD0	136,000.00	Hyundai Auto Receivables Trust 2022-A A3 2.22% Due: 10/15/2026	97.563	3.34%	132,685.00	159.35	132,844.35	0.00
Purchase	05/11/2022	36262XAC8	150,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due: 10/21/2024	96.969	2.83%	145,453.13	34.13	145,487.26	0.00
Purchase	05/11/2022	36266FAC3	295,000.00	GM Financial Auto Lease Trust 2022-2 A3 3.42% Due: 06/20/2025	99.990	3.45%	294,969.23	0.00	294,969.23	0.00
Purchase	05/18/2022	05602RAD3	195,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due: 08/25/2026	99.995	3.23%	194,989.86	0.00	194,989.86	0.00
Purchase	05/19/2022	3137BM7C4	500,000.00	FHLMC K051 A2 3.308% Due: 09/25/2025	100.777	2.96%	503,886.72	827.00	504,713.72	0.00
Purchase	05/24/2022	02582JJT8	510,000.00	American Express Credit Trust 2022-2 A 3.39% Due: 05/17/2027	99.978	3.42%	509,887.19	0.00	509,887.19	0.00
Purchase	06/03/2022	9128285J5	1,000,000.00	US Treasury Note 3% Due: 10/31/2025	100.402	2.87%	1,004,023.44	2,771.74	1,006,795.18	0.00
Subtotal			**5,046,000.00**				**5,050,212.62**	**11,192.77**	**5,061,405.39**	**0.00**
Security Contribution	06/30/2022	90PARS$00	378,068.55	City of Pittsburg PARS 115 Trust	1.000		378,068.55	0.00	378,068.55	0.00

Transaction Ledger

As of June 30, 2022

City of Pittsburg Total Consolidated - Account #10638

March 31, 2022 through June 30, 2022

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Security Contribution	06/30/2022	90PITT$01	39,062.03	City of Pittsburg Investment Pools	1.000		39,062.03	0.00	39,062.03	0.00
Subtotal			**417,130.58**				**417,130.58**	**0.00**	**417,130.58**	**0.00**
TOTAL ACQUISITIONS			**5,463,130.58**				**5,467,343.20**	**11,192.77**	**5,478,535.97**	**0.00**
DISPOSITIONS										
Sale	04/07/2022	912828M80	950,000.00	US Treasury Note 2% Due: 11/30/2022	100.387	2.30%	953,673.83	6,681.32	960,355.15	5,438.10
Sale	04/21/2022	3130AFE78	1,300,000.00	FHLB Note 3% Due: 12/09/2022	100.925	2.74%	1,312,025.00	14,300.00	1,326,325.00	10,026.39
Sale	05/06/2022	89236TEC5	475,000.00	Toyota Motor Credit Corp Note 2.15% Due: 09/08/2022	100.081	2.18%	475,384.75	1,645.35	477,030.10	423.20
Sale	05/18/2022	3133EKY91	1,000,000.00	FFCB Note 1.375% Due: 10/11/2022	99.988	1.46%	999,880.00	1,413.19	1,001,293.19	222.35
Sale	05/24/2022	4581X0DA3	245,000.00	Inter-American Dev Bank Note 2.5% Due: 01/18/2023	100.371	2.90%	245,908.95	2,143.75	248,052.70	1,508.38
Sale	06/03/2022	3137EAET2	1,000,000.00	FHLMC Note 0.125% Due: 07/25/2022	99.876	0.23%	998,760.00	444.44	999,204.44	-1,090.51
Subtotal			**4,970,000.00**				**4,985,632.53**	**26,628.05**	**5,012,260.58**	**16,527.91**
Maturity	06/28/2022	912796W39	3,000,000.00	US Treasury Bill 0.46% Due: 06/28/2022	100.000		3,000,000.00	0.00	3,000,000.00	0.00
Subtotal			**3,000,000.00**				**3,000,000.00**	**0.00**	**3,000,000.00**	**0.00**
TOTAL DISPOSITIONS			**7,970,000.00**				**7,985,632.53**	**26,628.05**	**8,012,260.58**	**16,527.91**

Important Disclosures

As of June 30, 2022

2022 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Source ICE Data Indices, LLC ("ICE"), used with permission. ICE permits use of the ICE indices and related data on an "as is" basis; ICE, its affiliates and their respective third party suppliers disclaim any and all warranties and representations, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates or their respective third party providers guarantee the quality, adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an "as is" basis and licensee's use it at licensee's own risk. ICE data, its affiliates and their respective third party do not sponsor, endorse, or recommend chandler asset management, or any of its products or services.

This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

Benchmark Disclosures

As of June 30, 2022

ICE BofA 1-3 Yr US Treasury & Agency Index

The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

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

MEETING DATE:

EXECUTIVE SUMMARY

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

FISCAL IMPACT

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

RECOMMENDATION

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

BACKGROUND

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

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

On September 16, Governor Newsom signed Assembly Bill 361 which amended the Brown Act to allow local legislative bodies to continue to meet remotely during proclaimed states of emergency under specified conditions and so long as certain findings are made by a majority of the legislative body. As detailed in the attached resolution, findings were made on August 15, 2022, and are effective for 30 days.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

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

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

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

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

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

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

ATTACHMENTS: Resolution

Report Prepared By: Garrett Evans, City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, following an improvement in the incidence of COVID cases, the City Council adopted Resolutions on November 29, 2021, December 20, 2021, January 18, 2022, February 7, 2022, and March 7, 2022 to authorize meetings with public participation by teleconference and in-person attendance by members of the City Council and commissions, and otherwise fully teleconferenced meetings for subcommittees; and

WHEREAS, following further improvement in the incidence of COVID cases, the City Council adopted Resolutions on April 4, 2022, May 2, 2022, June 6, 2022, June 20, 2022 and July 18, 2022 to authorize in-person public participation and in-person attendance by members of the City Council and commissions, and otherwise fully teleconferenced meetings for subcommittees; and

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

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

1. The circumstances of the state of emergency have been reconsidered. The state of emergency declared by the Governor has not been terminated. The state of emergency declared by the County Board of Supervisors has not been terminated. The state of emergency declared by the City Council has not been terminated.

2. State or local officials continue to impose or recommend measures to promote social distancing. The County Health Official on September 21, 2021, and on March 1, 2022, issued a recommendation for social distancing, among other recommendations, during public meetings.

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

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of August 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute an Agreement for Edible Food Recovery Services

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

With the goal of reducing organic waste disposal by 75% by 2025 in part through increasing edible food recovery by 20%, Senate Bill 1383 (SB 1383) requires all California jurisdictions establish an edible food recovery program that: strengthens the existing food recovery network, verifies that food donors arrange to recover the maximum amount of their edible food that would otherwise go to landfills, and maintains records of these efforts by food donors. The City desires to retain services of an edible food recovery organization to design, implement, train City staff, and evaluate an SB 1383-compliant edible food recovery program.

FISCAL IMPACT

The cost to design, implement, train City staff, and evaluate an SB 1383-compliant edible food recovery program is $95,000. In May 2022, the City received a $106,019 SB 1383 Local Assistance Grant from the State of California Department of Resources Recycling and Recovery (CalRecycle) that will fund the project.

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing negotiation and execution of a Professional Services Agreement with Earth Island Institute for edible food recovery services.

BACKGROUND

With the goal of reducing short-lived climate pollutants, SB 1383 mandates statewide reduction of organic waste disposal by 75% by 2025 and the increase in statewide edible food recovery by 20% by 2025 through a series of actions including but not limited to organics collection programs and enforcement, education and outreach, procurement of organic recycled products, and edible food recovery. Edible food recovery means collecting edible food that would otherwise go to waste and redistributing it to feed people in need. According to CalRecycle, this is the highest and best use for food that would otherwise go to waste. Feeding hungry people through food recovery is the best use for surplus food and a vital way for California to conserve resources and reduce waste thrown in landfills.

According to SB 1383 and reflected in the City's recently updated solid waste ordinance (Article 5 of Pittsburg Municipal Code Section 8.09), the City's main role in maximizing edible food recovery is records keeper. The City is required to maintain records reflecting:

- A list of all Tier I and Tier II edible food generators. Tier I generators include supermarkets, grocery stores, food service providers, food distributors, and wholesale food vendors while Tier II are restaurants of a certain size or capacity, some hotels, some health facilities, large venues, large events, state agencies, and local education agencies.
- Verification that qualifying edible food generators formally acknowledge their responsibility to divert (and not intentionally spoil or dispose of) their edible food waste through a contract with a food recovery organization for pickup services
- Volume and type of food waste diverted from the landfill through these contracts

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

With the adoption of SB 1383, the City was thrust into the edible food recovery realm, which much like other jurisdictions, has been occurring in Pittsburg for generations through food banks like Loaves and Fishes, St. Vincent De Paul, Contra Costa County, and faith based organizations. Much of the information required exists, and the remaining challenges faced by staff are aggregating and refreshing the information, identifying gaps, and closing the gaps. City staff discussed these needs with three edible food recovery programs active in the Bay Area and determined that Earth Island Institute was the best fit for bringing Pittsburg into SB 1383 edible food recovery compliance.

Earth Island Institute is a 501(c)(3) that has been a hub for campaigns dedicated to conserving, preserving, and restoring natural ecosystems since 1982. Earth Island Institute's Project Support Program is an incubator for starting new programs and providing long-term support for environmental projects. Food Shift is a project fiscally sponsored by Earth Island Institute that offers advisory and consulting services to establish organizational practices, especially those arising from values of justice, equity, diversity, and inclusion, all of which are at the heart of climate and food justice.

The proposed scope of work with Earth Island Institute through Food Shift will develop a program for establishing and maintaining records required by CalRecycle by first understanding the current edible food recovery climate in Pittsburg to discover: who Pittsburg's Tier I and II generators are and which food recovery organizations are active in Pittsburg. Then through relationship building with all reporting parties as well as targeted education and marketing, the program will identify existing gaps in generator to recovery organization relationships. Throughout the relationship building phase, Food Shift staff will train City staff to cultivate new and maintain existing contacts in order to close the gaps identified. Each of these information categories vary over time, so the program will include mechanisms, schedules, and protocols for refreshing and physically tracking this information periodically. Lastly, the proposed scope includes an optional evaluation period to identify problem areas and develop a recommendation for resources needed for its longevity.

ATTACHMENTS: Resolution
Proposed Agreement for Edible Food Recovery Services

Report Prepared By: Sara Bellafronte, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing the City Manager to Negotiate and Execute an Agreement for Edible Food Recovery Services	))))	RESOLUTION NO. 22-

WHEREAS, in May 2022 the City was awarded $106,019 from CalRecycle's Senate Bill (SB 1383) Local Assistance Grant Program that provides funds to cities and counties for implementation activities that will help meet reduction mandates of organic waste disposal by 75% by 2025 and increase in statewide edible food recovery by 20% by 2025; and

WHEREAS, SB 1383 requires all California jurisdictions establish an edible food recovery program that: strengthens the existing food recovery network, verifies that food donors arrange to recover the maximum amount of their edible food that would otherwise go to landfills, and maintains records of these efforts by food donors; and

WHEREAS, edible food recovery has been occurring in Pittsburg for generations through food banks like Loaves and Fishes, St. Vincent De Paul, Contra Costa County, and faith based organizations; and

WHEREAS, according to SB 1383 and reflected in the City's recently updated solid waste ordinance (Article 5 of Pittsburg Municipal Code Section 8.09), the City must maintain edible food recovery records including a list of Tier I and Tier II edible food generators in Pittsburg, verification that qualifying edible food generators formally acknowledge their responsibility to divert their edible food waste through contracts with food recovery organizations, and the volume and type of food waste diverted from the landfill; and

WHEREAS, City staff discussed these requirements with three edible food recovery programs active in the Bay Area and determined that 501(c)(3) Earth Island Institute is the best fit for bringing Pittsburg into SB 1383 edible food recovery compliance as Earth Island Institute's Project Support Program is an incubator for starting new programs and providing long-term support for environmental projects. Food Shift is a project fiscally sponsored by Earth Island Institute that offers advisory and consulting services to establish organizational practices, especially those arising from values of justice, equity, diversity, and inclusion, all of which are at the heart of climate and food justice.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to negotiate and execute a Professional Services Agreement with Earth Island Institute for edible food recovery services.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of August 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
EARTH ISLAND INSTITUTE, INC.
(general services)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and Earth Island Institute, Inc., a California 501(c)(3) nonprofit corporation ("Consultant") (together referred to as the "Parties") as of August 16, 2022 (the "Effective Date").

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

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on April 1, 2024 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed ninety-five thousand dollars $(95,000), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

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

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

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

2.2 **Monthly Payment.** City shall make payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred according to the project schedule outlined in Exhibit B. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

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

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

2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

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

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

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

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

4.2 **Commercial General and Automobile Liability Insurance.**

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

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

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

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 **Professional Liability Insurance.**

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

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

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

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

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

4.4 All Policies Requirements.

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

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

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

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

limited to the satisfaction of any positive obligations required of Consultant thereby.

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

7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

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

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

and made available in accordance with the requirements of Labor Code Section 1776.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

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

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

8.5.1 Immediately terminate the Agreement;

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

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

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

Consultant : Earth Island Institute, Inc.
2150 Allston Way, Suite 460
Berkeley, CA 94704
Attn: Executive Director

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

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

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

Exhibit A Scope of Services
Exhibit B Compensation Schedule

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

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

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

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

CITY OF PITTSBURG	**CONSULTANT**
_____	_____
Garrett Evans, City Manager	David Phillips, Executive Director

Attest:

_____
Alice Evenson, City Clerk

Approved as to Form:

_____
Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES
City of Pittsburg Edible Food Recovery Program Build

Through the following tasks, Consultant shall provide consulting services in the following areas in collaborations City of Pittsburg Environmental Services staff, and other personnel as appropriate:

Task 1: Food Ecosystem Research. Consultant Shall:

1. Conduct a survey to create a baseline of food recovery services currently available or practiced
    a. For the City of Pittsburg, and
    b. For its neighboring jurisdictions, as agreed upon
2. Glean common and best practices for roles of local governments' Edible Food Recovery Programs
    a. Types of programs offered
    b. Extent of support/resource provided
    c. Budget/Internal resources applied
3. Build relationships with
    a. Food recovery organizations, and
    b. Food donors

Deliverables

- Survey form
- Base Asset Assessment of City of Pittsburg
    - Current status: resources available
        - Any food ecosystem data
        - Staff available for
            - Implementing programs beyond this contract
            - Collaboration during this contract
        - Sources of funds available for programs
    - Current status: requirements/restrictions
        - Survey of City of Pittsburg requirements: mandates, statutes, administrative rules, etc. related to this project
        - SB 1383 requirements by State of California and/or Contra Costa County
- Spreadsheet of City of Pittsburg Food Ecosystem players

    - List of existing food recovery organizations or programs serving City of Pittsburg
    - List of potential organizations who might take on food recovery
    - List of Tiers 1 & 2 food generators (verify list provided by Contra Costa County)
        - Their knowledge of SB 1383 and compliance levels
        - Requested services, other survey responses

- Documentation of practices
    - Interview notes, references, resources from neighboring or comparable jurisdictions and other stakeholders with practices that may be applicable to City of Pittsburg

- Forum
    - Periodic meetings with key stakeholders and City of Pittsburg staff to discuss on-going SB 1383 and other edible food recovery matters
    - Maximum of 4 public-facing virtual events

Task 2: Programs, Outreach, and Marketing. Consultant shall:

1. Develop an outreach program capable of making contact with new and existing entities in (or serving) City of Pittsburg, and maintain these relationships
2. Market SB 1383 compliance mandate as an opportunity for a more resilient food ecosystem for City of Pittsburg
    a. Asset-framing language and campaign
    b. Positioning of City of Pittsburg as visionary and serving its constituents vs. punitive enforcer
3. Identify, develop, and help implement external-facing programs designed to support SB 1383 compliance and other offerings by City of Pittsburg to make its food ecosystem more resilient, such as
    a. Awareness (motivation behind SB 1383, food waste as a major cause of climate change)
    b. Compliance assistance
    c. Incentives for food generators and/or food recovery organizations
    d. Resources, such as FAQs and checklists, for Food Generators and Food Recovery Organizations

4. Develop an evaluation method for SB 1383-related programs 12 months after launch
    a. The evaluation shall include CalRecycle's required reporting items for SB 1383
    b. Upon City request, conducting the designed evaluation can be added to this contract for an additional fee
5. Co-develop resources, as needed, such as
    a. Contracts/agreements between Food Generators and Food Recovery Organizations in compliance with SB 1383
    b. Agenda and content for different aspects of outreach or other programs, created or to be created, to support SB 1383 compliance

Deliverables

- List of sample programs to be implemented
- Documentation of agreed upon prioritized program(s)
    - Description: theory/motivation, goals, stakeholders affected, resources available and resources needed, constraints, activities, timeline, budget
    - Evaluation method
- Marketing materials
    - Sample/draft emails and copy for
        - Web pages/flyers for SB 1383 awareness
        - Invitations to meetings
- Public resources
    - Links, references, and originally created documents for
        - SB 1383 compliance checklist
        - SB 1383 compliant sample food recovery organization <> food generator agreements
- Internal resources
    - Organized directories to house work products

Task 3. SB 1383 Enforcement: Consultant shall:

1. Identify SB 1383 requirements for the City of Pittsburg
    a. What resources are available from/requirements are demanded of
        i. CalRecycle/State government
        ii. Contra Costa County government
        iii. Pittsburg Municipal code

b. Provide a gap analysis and opportunities for City of Pittsburg
    i. Asset inventory
2. Assist with the design an enforcement program for SB 1383 for City of Pittsburg consistent with Pittsburg Municipal Codes 8.04 and 8.09
3. Train City of Pittsburg staff as needed for enforcement, to prepare for independent implementation of the developed enforcement program

Work products/Outputs

- See Base Assessment in Area A
- Enforcement Program Design Outline
- Enforcement program staff training reference document(s)

External Experts

Consultant may retain counsel of experts as needed to ensure the City of Pittsburg is receiving the best value of work: the highest level of service Consultant can provide at the lowest price. The scope of work itself shall be conducted by the Food Shift Team, and will not be outsourced.

Project Schedule

- Duration: September 1, 2022 to March 31, 2024
- Work product and scope to be completed by January 31, 2024
- February 1, 2024 to March 31, 2024 period shall be reserved for any evaluation, transition or additional assistance related to this scope of work

.

EXHIBIT B

COMPENSATION SCHEDULE

- Project Fee not to exceed $95,000
- Project Monthly Fee of $5000, billed quarterly, from September 1, 2022 through January 31, 2024
    - Total of $85,000 for 17 months
    - Fee schedule is as follows (hourly billing at 15 minute increments)
        - Principal: $270
        - Senior Consultant: $125
        - Staff Consultant: $100
        - Assistants: $75
    - Each month to not exceed 15 hours of principal's time
- Balance remaining from the monthly fee can be assigned as needed for any additional work or to provide further assistance between February 1 to March 31, 2024; and/or for project expenses incurred by Consultant (e.g., mileage for travel)
- Cost includes administration fee: 9% assessed by our fiscal sponsor for all revenues for financial, legal, and HR services
- The Project Monthly Fee covers Consultant team members' labor cost only. An additional $10,000 allowance is reserved for material expense and/or additional work order within the scope of this contract, including but not limited to:
    - Cost of professional liability insurance for this work incurred by Consultant to be in compliant with this contract
    - Printing, mailing, venue rental, mileage, toll fees, and/or
    - Optional conducting of the evaluations (as outlined in Scope Part B 4(b)
    - Cost to operate the program (e.g., funds for incentive programs or grants)
- Any reimbursable expenses, such material expenses (e.g., printing, mailing, venue rental) or cost to operate the program (e.g., funds for incentive programs or grants), may only be reimbursed after written authorization by the City Manager or designee. The maximum amount for reimbursable equipment expenses is $10,000
- Consultant will provide invoices for the Project Monthly Fee amount listed below, plus any approved reimbursable expenses, no later than 30 days after the end of each quarter per the following schedule:

	2022	2023	2024
Q1 (Jan – March)		$15,000	$5,000
Q2 (April – June)		$15,000	
Q3 (July – Sept)	$5,000	$15,000	
Q4 (Oct – Dec)	$15,000	$15,000	

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

CONSULTANT

By: _____

Title: _____

2784987.1

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Allocating the American Rescue Plan Act of 2021 (ARPA) Funds to Certain Subcommittees for Allocation Funds to Certain Subcommittees

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

The American Rescue Plan Act of 2021 (ARPA) is a $1.9 trillion economic stimulus package proposed to assist and expedite the United States' recovery from the economic and health effects of the COVID-19 pandemic. Pursuant to City Council recommendation, staff is proposing to allocate the ARPA funds to certain subcommittees for appropriation.

FISCAL IMPACT

There is no fiscal impact from the allocation of ARPA funding to the various subcommittees for prioritization of projects and programs. Exhibit A to this staff report list the City Council's recommended allocations.

As each project or program is established, staff will return to the City Council for formal adoption and appropriation of funding.

RECOMMENDATION

City Council adopt the Resolution, allocating ARPA funding to the various subcommittees in Exhibit A.

BACKGROUND

ARPA was passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021. ARPA provides relief funds to state, local and tribal governments that have been negatively impacted by the COVID-19 pandemic. The City of Pittsburg's ARPA funding allocation is $16,290,477.

During the overview of the FY 21-22 budget on June 7, 2021, staff also introduced ARPA and the eligible activities in which it may be used. To help determine where the ARPA funds can best serve the community, “Buckets” were established to categorize the types of activities:

1) Broadband (Smart City, reliable internet in neighborhoods);
2) Water Infrastructure (upgrades to SCADA, Water Treatment Plant);
3) Sewer Infrastructure (upgrades to sewer lines);
4) Stormwater Infrastructure (Green Infrastructure, Trash Capture;
5) Tourism (destination sports, hotel development);
6) Revenue Loss to General Fund;
7) Programs (premium pay, restaurants, households, job training, youth);
8) Facilities (Ventilation upgrades, cameras, servers, wifi); and
10) Operations (Hazard Mitigation, Software upgrades).

On January 29, 2022, the during the City Council Goal Setting Session and Workshop, the City Council shared some of the activities that they would like to see using the ARPA.

On May 9, 2022, as part of the FY 2022-2023 budget workshop, the City Council proposed the allocations to the various subcommittees listed below. Details of these allocations are in Exhibit A.

Subcommittee	Amount
Finance	$11,125,477
Infrastructure	$1,715,000
Economic Development	$1,900,000
Community Services	$1,150,000
CDBG	$400,000
Total	$16,290,477

SUBCOMMITTEE FINDINGS

ARPA has been discussed with the ARPA Ad-Hoc Subcommittee on September 27, 2021, November 18, 2021, and December 8, 2021.

STAFF ANALYSIS

ARPA funding may be used to cover eligible expenses incurred during the period beginning March 3, 2021 and ending December 31, 2024. The funds must be expended by December 31, 2026.

Eligible uses of ARPA funding include:

- Public health emergency/Covid-19, including assistance to households, small businesses, nonprofits or aid to impacted industries such as tourism, travel, and hospitality

- Workers performing essential work during the Covid-19 pandemic by providing up to $13 per hour above regular wages (prioritize low- and moderate-income workers)
- Government services negatively impacted by revenue reduction
- Investments in water, sewer, stormwater, or broadband infrastructure

Staff will present proposed projects and programs to the abovementioned subcommittees who will prioritize and determine which projects and programs will be recommended for ARPA appropriations. Once the projects and programs have been identified, staff will bring the projects and programs to the appropriate governing board for consideration and formal adoption of a resolution and appropriation of funding.

ATTACHMENTS: Resolution
ARPA Funding Matrix

Report Prepared By: Paul Rodrigues, Finance Director

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

City Council Resolution Allocating the)
American Rescue Plan Act of 2021 (ARPA)) RESOLUTION NO. 22-
Funds to Certain Subcommittees for Allocation)

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) was passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021; and

WHEREAS, ARPA is a $1.7 trillion economic stimulus bill passed to assist and expedite the United States' recovery from the economic and health effects of the Covid-19 pandemic; and

WHEREAS, during the overview of the FY 21-22 budget on June 7, 2021, staff also introduced ARPA and the eligible activities in which it may be used. To help determine where the ARPA funds can best serve the community, “Buckets” were established to categorize the types of activities: 1) Broadband (Smart City, reliable internet in neighborhoods); 2) Water Infrastructure (upgrades to SCADA, Water Treatment Plant); 3) Sewer Infrastructure (upgrades to sewer lines); 4) Stormwater Infrastructure (Green Infrastructure, Trash Capture; 5) Tourism (destination sports, hotel development); 6) Revenue Loss to General Fund; 7) Programs (premium pay, restaurants, households, job training, youth); 8) Facilities (Ventilation upgrades, cameras, servers, wi-fi); and 10) Operations (Hazard Mitigation, Software upgrades); and

WHEREAS, the City of Pittsburg’s allotment of ARPA funding totals $16,290,477; and

WHEREAS, on May 9, 2022, as part of the FY 2022-2023 budget workshop, the City Council proposed the allocations to the various subcommittees. Details of these allocations are in Exhibit A of the staff report; and

WHEREAS, the City must expend ARPA funding on eligible costs incurred during the period beginning March 3, 2021 and ending December 31, 2024; and

WHEREAS, the funds must be expended by December 31, 2026; and

WHEREAS, eligible uses pf ARPA funding include:

- Public health emergency/Covid-19, including assistance to households, small businesses, nonprofits or aid to impacted industries such as tourism, travel, and hospitality
- Workers performing essential work during the Covid-19 pandemic by providing up to $13 per hour above regular wages (prioritize low- and moderate-income workers)
- Government services negatively impacted by revenue reduction
- Investments in water, sewer, stormwater, or broadband infrastructure.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby adopt this Resolution allocating ARPA funding to these subcommittees:

Subcommittee	Amount
Finance	$11,125,477
Infrastructure	$1,715,000
Economic Development	$1,900,000
Community Services	$1,150,000
CDBG	$400,000
Total	$16,290,477

BE IT FURTHER RESOLVED that staff will present proposed projects and programs to the abovementioned subcommittees who will prioritize and determine which projects and programs will be recommended for ARPA appropriations and that once the projects and programs have been identified, staff will bring the projects and programs to the appropriate governing board for consideration and formal adoption of a resolution and appropriation of funding.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of August 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Exhibit A

Item #	Item	Description	Subcommittee	Amount
2	City - Enterprise Resource Planning	Citywide Integration Software Upgrade	Finance	1,190,000
3	City - Replenish General Fund Loss	Revenue Loss Due to Covid	Finance	8,035,477
4	City - Solar to City Blds	Marina and Senior Center Solar Panels	Infrastructure	115,000
6	Covid - Homeless Encampment Clean Up	Sanitary Clean Up and Area Response	Com Serv	400,000
7	Covid - Response Costs	City Costs for Covid Impacts	Finance	400,000
8	Economic Dev - Business Expansion Incentives	Economic Strategic Plan Incentives	Econ Dev	300,000
9	Economic Dev - Local Business Coaching	Business Coaching for Diverse Entrepreneurs	Com Serv	350,000
10	Fleet - Vehicle Replacement	Fleet Replacement with EV/H Emphasis	Finance	1,500,000
12	Green Infrastructure - Trash Capture	Unfunded Infrastructure Mandates	Infrastructure	400,000
13	Landscape - Living Grn Trail - CalTrans Grant Match	Trail System Improvements Along Frontage Road	Infrastructure	812,000
14	Non-Profit - Assistance Programs	Financial Assistance to Non-Profits in Pittsburg	CDBG	400,000
15	Non-Profit - PACF Assistance	Arts and Literacy Assistance to PACF	Com Serv	400,000
16	Tourism - Courtyard Hotel Incentives	Financial Offset for Hotel	Econ Dev	600,000
21	Landscape – Heart of Pittsburg Grant Match	RR Avenue Improvements from Hwy 4 to 10th Street	Infrastructure	388,000
25	Tourism – Pittsburg Premier Soccer Fields	Construction of 3 Soccer Fields	Econ Dev	1,000,000
	Total			**16,290,477**

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of City Council Resolution Authorizing City Manager to Execute Purchase Contract of New TYMCO Model 600 Sweeper

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

The City maintains a fleet of vehicles and equipment necessary for police operations and for maintenance of the City's infrastructure, including a sweeper truck that needs replacement. If approved, this resolution will authorize a purchase contract for a new TYMCO Model 600 Sweeper.

FISCAL IMPACT

The sweeper truck replacement cost is included in the Street Maintenance Operations Budget for FY 2022-23. No additional funds are requested.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a purchase contract with GCS Environmental Equipment Services, Inc. (GCS) in the amount of $320,799.52, for purchase of a new 2022 TYMCO Model 600 / 2022 Freightliner M2 – 106 Chassis sweeper.

BACKGROUND

The Public Works Department Fleet Maintenance Division is responsible for the maintenance of a vehicle fleet of cars, trucks, heavy equipment, and other equipment necessary to maintain efficient operations of the City.

The sweeper truck is used by Public Works to fulfill street sweeping services for the City as a contractor to Delta Diablo (DD). The current sweeper truck is no longer reliable or cost-effective to repair. If approved, the new truck will replace the depleted truck.

Several different brand name sweepers have been purchased in the past, however TYMCO has proven to be the more practical and economical choice because of availability of interchangeable parts, less maintenance, and familiarity of function by staff.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff solicited cost proposals from GCS, for the replacement truck. GCS is the only regional vendor for TYMCO Sweepers. Staff received two options from GCS for the purchase of a TYMCO Sweeper. The first option is to build and quote a truck by City staff. This option is more expensive, and the sweeper would not be available for delivery for at least six to seven months. The second option is for an unused demo model. The demo model is ready for purchase and can be delivered within approximately 30 days, includes additional equipment, and has a cost savings of approximately $12,000. The price of the demo model from GCS is “piggybacked” from a bid to the City of Redwood City in April of this year. Staff recommends the second option of purchasing the demo model from GCS at the price previously negotiated with the City of Redwood City.

Funds sufficient to finance this purchase are available in Street Maintenance Operations Budget previously approved by the City Council for FY 2022-23. Delivery of the truck is anticipated approximately 30 days after authorization of purchase. Staff must provide GCS with a purchase order for the vehicle purchase by August 19, 2022 in order to receive the vehicle within 30 days at this price.

If approved, the agreement would authorize the City to make a “piggyback” purchase from GCS for the price previously negotiated with the City of Redwood City for this type of truck. Staff recommends City Council approve the attached resolution to authorize the City Manager to execute a purchase contract with GCS, in the amount of $320,799.52, for the purchase of a new 2022 TYMCO MODEL 600 / 2022 Freightliner M2 - 106 Chassis sweeper truck.

ATTACHMENTS: Resolution
Piggyback Quote for Demo Model from GCS

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

GCS Environmental Equipment Services Inc

July 14, 2022

City of Pittsburg
259 East 12th Street
Pittsburg, CA 94565
Attention: Mr. Greg Justice, Equipment Shop Supervisor
Phone 925.250.6866 Email: gjustice@pittsburgca.gov

Dear Greg,

PROPOSAL ON NEW 2022 TYMCO MODEL 600 / 2022 Freightliner M2 - 106 Chassis PM10 Certified

Piggy Back Proposal off of the City of Redwood City Bid Due Date February 4, 2022 PO #600952 Date April 4, 2022

GCS Environmental Equipment Services will honor the same bid price to City of Pittsburg for one new TYMCO Model 600 Sweeper.

STANDARD EQUIPMENT:

AUXILIARY ENGINE TIER 4 Final: John Deere diesel 4045T; 4 cyl.; 4.5 L (276 CID); 99 HP Tier 4 Final @ 2500 RPM; Torque 215 ft. lb. @ 1200 RPM; 4 cycle; 4.19" bore; 5.00" stroke.

AUTOMATIC SHUTDOWN SYSTEM: Automatic engine shutdown when engine coolant ..... Temperature is too high; coolant level is too low or oil pressure is too low.

DUST CONTROL SYSTEM: 220-gallon capacity polyethylene water tank; 5 GPM electric diaphragm type pump; low water warning light; external water level indicator; spray nozzles around pick-up head, gutter broom(s) and inside hopper.

INSTRUMENTS IN CAB: Oil pressure/coolant temperature gauges; starter; ignition; tachometer; auxiliary engine hour meter; throttle. Paddle switches have illuminated legend windows for easier night operation.

HYDRAULIC TANK SIGHT/TEMPERATURE GAUGE: External; mounted on tank.

DUAL STEERING: Right- and left-hand steering wheels with center mounted truck ignition; headlights, dimmer switch, windshield wipers; cigar lighter; integral power.

TWIN GUTTER BROOMS, FLOODLIGHTS, PARABOLIC MIRRORS: Left and right side mounted 43" diameter wire filled digger type; adjustable floodlight for each gutter broom; 8" convex mirrors on front

fenders.
PRESSURE BLEEDER: Air pressure is deflected out, allowing additional suction across the front of pick-up head.
WATER FILL HOSE & RACK: Flexible 20-foot-long water tank fill hose with 2-1/2-inch hydrant coupling with rack mount. System incorporates air gap.
AMBER HIGH POWERED STROBE LIGHT: 2,300,000 plus candle power with a minimum input of 23 Joules; 60 flashes per minute; with protective limb guard.
REAR MOUNTED ALTERNATING/FLASHING LIGHTS (2)
BACK-UP ALARM
FLOODLIGHTS ON REAR (2)
DUO SKIDS, warranted for two years/2000 hours prorated
RUBBER LINED BLOWER
SUCTION INLET LINER
SEVERE WEATHER WIRING

OPTIONAL EQUIPMENT INCLUDED:
Gutter Broom Tilt Left & Right
COMDEX Package 330 Gallon Water Capacity & Curb side tool box
Gutter Broom Extensions Left and Right
Low Emission Package PM10 Certified
High-Capacity Dust Separator
Abrasion Protection Package
Hopper Drain System Stainless Steel
Hydraulic Front Curtain Lifter System
Auxiliary Hydraulic System
Dump Switch in Cab
Back-up camera and monitor (camera on rear and facing pick-up head on curb side)
Tier 4 Final Auxiliary Engine
Auxiliary Hand Hose 8 inch with spring assist boom
Heavy Duty AOD Water System with handgun
Broom Assist Pick-Up Head
Double DUO Skid Shoes four inches wide w/3-inch ramps
Auto Sweep Interrupt System
Two-piece hopper screen
Pick-Up head water blast system
Six (6) aluminum wheels
Chrome front bumper, grill and air intake
LED Stop/Turn/Tail Lights
Cleaning Tool Bracket
Stainless Steel Limb Guard Curb Side
Linear Leaf Pressure Bleeder with gauge
Sweeper Deluge System (additional clean out port on pressure transition)
Additional Hopper Water Nozzle and switch
Water Tank Level Gauge-In Cab
Auto Sweep Interrupt with Overspeed Interrupt System
LED Gutter Broom Lights
LED Rear work Lights
LED Stop/Tail/Turn/Clearance Lights
Rear Mounted Traffic Directional Light-LED

TRUCK SPECIFICATIONS

Truck Chassis Year 2022
Freightliner M2-106 / Dual Steering System
200 HP Diesel Engine Cummins 6.7L Latest Emissions
Allison Automatic Transmission RDS 2500
Two speed rear axle
AM/FM Stereo CD MP3 Bluetooth
Aluminum Wheels Six (6)
Chrome front bumper and air intake grill.
Air Ride Seats
Electric adjustable heated mirrors
Chrome bumper. Grill, Air Intake Grill
Battery Disconnect Switch
Fire Extinguisher
Hazard Reflectors
Six (6) Foam Filled Tires
Plus, all standard features

Sweeper Warranty One Year / 1,000 Hours
Auxiliary Engine Warranty Five Years / 5,000 Hours
Chassis Warranty Two (2) Years Unlimited Miles

Piggy Back Sale $293,638.00
Sales tax @ 9.25% $27,161.52
Total $320,799.52

Price may be considered firm for 30 days. Only one unit left at this price subject to prior sale.

FOB: City of Pittsburg, CA
DELIVERY: Estimate 30 Days ARO
TERMS: Payment Terms Net 30
TAXES: Taxes are included in above prices.

We appreciate the opportunity to present this proposal and look forward to being further and continued service.

Accepted by: _____

Title: _____

Date: _____

Sincerely,

Tracy R. Pinkston
President / CEO
GCS Environmental Equipment Services Inc.
121 East Street Woodland, CA 95776
Office (530) 402-1850
Fax (530) 402-1851
Mobile (530) 681-1752
Email: tracygcs@aol.com
Web Site gcsees.com

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing Purchase of New Sweeper Truck) RESOLUTION NO. 22-

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

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

WHEREAS, the City solicited bids from GCS Environmental Equipment Services (GCS), the sole regional supplier of TYMCO trucks; and,

WHEREAS, the City of Redwood City recently conducted a competitive process that meets or exceeds the requirements of the City's Purchasing Policy and entered into a purchase contract with GCS Environmental for a TYMCO Model 600 sweeper; and,

WHEREAS, the City seeks to "piggyback" on the City of Redwood City contract price for a demo TYMCO Model 600 Sweeper truck; and,

WHEREAS, staff recommends the piggyback purchase over other options for the purchase of the sweeper truck; and,

WHEREAS, sufficient funds to accommodate the purchase are available in the Street Maintenance Operations Budget previously approved by the City Council for FY 2022-23.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a contract with GCS in the amount of $320,799.52, for the purchase of a new 2022 TYMCO MODEL 600 / 2022 Freightliner M2 - 106 Chassis sweeper truck.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of August 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting the Plans and Specifications and Awarding Project 5063, Bodega Drive Water System Loop Project

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

This project is for the construction of a new 8-inch water main to connect an existing 8-inch water main in Bodega Drive to an existing 20-inch water main in a City utility easement approximately 190 feet away. If approved, this Resolution will accept the plans and specifications for the project and authorize the City Manager to award a construction contract to Gold Coast Pipelines, Inc. of Pittsburg, California.

FISCAL IMPACT

The bid proposal from Gold Coast Pipelines, Inc. is $116,455. Funding for the proposed bid will be provided from the $400,000 previously allocated to this Project from the Water Operations Fund (Reso 19-13729 & 22-14125).

A Budget Summary is attached as Exhibit “A”.

RECOMMENDATION

City Council adopt the attached Resolution to accept the plans and specifications and authorize the City Manager to execute a Contract for Project 5063 with Gold Coast Pipelines, Inc. for a total contract amount of $116,455 for the construction of the project.

Staff recommends that the City Council adopt the attached Resolution establishing a construction contingency of $25,000 for any unanticipated costs and for contract change orders.

Staff further recommends that the City Engineer be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the construction contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed the approved project budget.

BACKGROUND

On December 16, 2019, the City Council adopted Resolution 19-13729 approving the five-year capital improvement program for fiscal years 2019/20 through 2023/24 allocating $300,000 from the Water Operations Fund (Fund 501) to the project account.

On July 8, 2022, staff advertised the Project for bids. Bids for construction of the Project were opened on Monday, July 25, 2022, and Gold Coast Pipelines, Inc. was the lowest responsive, responsible bidder with a base bid in the amount of $116,455.

On July 18, 2022, the City Council adopted Resolution 22-14125 approving the five-year capital improvement program for fiscal years 2022/23 through 2026/27 allocating $100,000 from the Water Operations Fund (Fund 501) to the project account.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

This Project is necessary to improve customer water services, fire reliability, water quality and to maintain adequate water pressure.

Staff received eight bid proposals for the construction of the Project. The low bid has been checked for arithmetical errors, completeness, conformance with the bid requirements. The bid proposal submitted by Gold Coast Pipelines, Inc. was the lowest responsive, responsible bid and is below the Engineer's estimate.

The recommended construction contingency of $25,000 will provide funding for unanticipated work and contract change orders.

ATTACHMENTS: Resolution
Exhibit "A" – Budget Summary

Report Prepared By: Gabriel Piña, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Accepting the Plans and Specifications and Awarding Project 5063 Bodega Drive Water System Loop Project	RESOLUTION NO. 22-

WHEREAS, project 5063, Bodega Drive Water System Loop Project (the "Project") will construct a new 8-inch water main to connect an existing 8-inch water main in Bodega Drive to an existing 20-inch water main in a City utility easement approximately 190 feet away; and

WHEREAS, on December 16, 2019, the City Council adopted Resolution 19-13729 approving the five-year capital improvement program for fiscal years 2019/20 through 2023/24 allocating $300,000 from the Water Operations Fund (Fund 501) to the Bodega Drive Water System Loop Project account; and

WHEREAS, on July 8, 2022, staff advertised the Project for bids. Bids for construction of the Project were opened on Monday, July 25, 2022, and Gold Coast Pipelines, Inc. was the lowest responsive, responsible bidder with a base bid in the amount of $116,455; and

WHEREAS, on July 18, 2022, the City Council adopted Resolution 22-14125 approving the five-year capital improvement program for fiscal years 2022/23 through 2026/27 allocating $100,000 from the Water Operations Fund (Fund 501) to the project account; and

WHEREAS, staff recommends that the City Council accept the plans and specifications; and

WHEREAS, staff recommends that the City Manager be authorized to execute a contract for Project 5063 with Gold Coast Pipelines, Inc. in the amount of $116,455 for the construction of the project; and

WHEREAS, staff recommends establishing a construction contingency in the amount of $25,000 for unanticipated costs and contract change orders; and

WHEREAS, staff recommends that the City Engineer or his designee be authorized to approve contract change orders for this Project for a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project for a total amount not to exceed the approved project budget.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg

hereby finds and determines as follows:

Section 1.
The City Council hereby accepts the plans and specifications for the Project.

Section 2.
The City Council hereby authorizes the City Manager to execute a contract for Project 5063 with Gold Coast Pipelines, Inc. in the amount of $116,455 for the construction of the project.

Section 3.
The City Council hereby authorizes a construction contingency in the amount of $25,000 for unanticipated costs and contract change orders.

Section 4.
The City Engineer or his designee is authorized to approve contract change orders for this Project for a total amount not to exceed 50% of the contingency and the City Manager shall be authorized to approve change orders for this Project for a total amount not to exceed the approved project budget.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of August 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Project 5063, Bodega Drive Water System Loop Project

Project Funding

	Water Operations Fund (2019 Allocation)	$300,000
	Water Operations Fund (2022 Allocation)	$100,000
	Funding Total	**$400,000**

Project Expenditures:

Design:		
(Code 2122)	Design Consultant	$66,000
	Subtotal	$66,000
Miscellaneous:		
(Code 1399)	Advertising	$2,000
	Subtotal	$2,000
Construction:	Construction	$116,455
(Code 2281)	Material Testing	$35,545
	Construction Contingency	$25,000
	Subtotal	$177,000
Staff Time:	Staff Costs During Design Management	$15,000
(Code 1101)	Staff Costs During Construction Management	$25,000
	Subtotal	$40,000
Admin:	Overhead Costs During Design Management	$15,000
(Code 2372)	Overhead Costs During Construction Management	$25,000
	Subtotal	$40,000
	Estimated Total Expenditures	**$325,000**

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a Resolution Repealing and Setting Aside Project Approvals for Faria/Southwest Hills Annexation Project in Compliance with Peremptory Writ of Mandate

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

To comply with a Peremptory Writ of Mandate from the Court in Save Mount Diablo v. City of Pittsburg, et al., a resolution setting aside project approvals for the Faria/Southwest Hills Annexation Project is before the City Council.

FISCAL IMPACT

There is no fiscal impact to the general fund by this action.

RECOMMENDATION

Adopt the Resolution Repealing and Setting Aside Project Approvals for Faria/Southwest Hills Annexation Project as required by the Peremptory Writ of Mandate issued by the Court.

BACKGROUND

On February 22, 2021, the City Council approved various entitlements related to the Faria/Southwest Hills Annexation Project, including Resolution No. 21-13905 certifying the Final Environmental Impact Report and adopting the findings, Statement of Overriding Considerations, and Mitigation, Monitoring and Reporting Program, Resolution No. 21-13906 amending the General Plan and adopting related findings, and Resolution No. 21-13907 approving annexation of the Project area and adopting related findings. On March 15, 2021, the City Council approved additional entitlements related to the Project, including Ordinance No. 21-1484 amending the Pittsburg Municipal Code Zoning Ordinance and adopting related findings, and Ordinance No. 21-1485 approving the Development Agreement and adopting related findings.

The non-profit organization Save Mount Diablo filed a Petition for Writ of Mandate in March 2021 challenging the approval of the Faria project based on the California Environmental Quality Act, among other theories. The lawsuit, entitled Save Mount Diablo v. City of Pittsburg, et al., was filed in Contra Costa Superior Court. On February 10, 2022, the Court issued a Statement of Decision in the action, rejecting Petitioner's allegations with the exception of a limited number of items, and ordering that a "Writ of Mandate shall issue compelling the City to set aside the Project approvals and the certification of the FEIR." On June 16, 2022, the Court issued a Peremptory Writ of Mandate ("Writ") commanding the City to set aside the Project Approvals within 75 days of service of the Writ. On June 29, 2022, Petitioner served the Writ on the City, establishing the City's deadline to comply with the Writ. The Resolution, if adopted, begins compliance with the Writ by confirming that the Project Approvals shall not have any further force, effect, or operation, and formally setting aside the Project Approvals as directed by the Court in Paragraph 1 of the Writ.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

To comply with the Writ issued by the Court, the City Council must set aside specified approvals of the Faria project, and file with the Court a Return on the Writ. The Resolution takes the specific action directed by the Court. The Resolution confirms that based on the Writ, the Project approvals shall not have any further force, effect, or operation, and formally repeals and sets aside all approvals for the Faria/Southwest Hills Annexation Project.

ATTACHMENTS: Resolution

Report Prepared By: Donna Mooney, City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Repealing And Setting Aside Project Approvals For Faria/Southwest Hills Annexation Project In Compliance With Peremptory Writ of Mandate	))))	RESOLUTION NO. 22-

WHEREAS, on February 22, 2021, the City Council approved various entitlements related to the Faria/Southwest Hills Annexation Project ("Project"), including Resolution No. 21-13905 (certifying the Final Environmental Impact Report ["FEIR"] and adopting the findings, Statement of Overriding Considerations, and Mitigation, Monitoring and Reporting Program), Resolution No. 21-13906 (amending the General Plan and adopting related findings), and Resolution No. 21-13907 (approving annexation of the Project area and adopting related findings); and

WHEREAS, on March 15, 2021, the City Council approved additional entitlements related to the Project, including Ordinance No. 21-1484 (amending the Pittsburg Municipal Code Zoning Ordinance and adopting related findings), and Ordinance No. 21-1485 (approving the Development Agreement and adopting related findings); and

WHEREAS, all entitlements specified above are collectively referred to as the "Project Approvals"; and

WHEREAS, on March 30, 2021, a lawsuit entitled *Save Mount Diablo v. City of Pittsburg, et al.* (Contra Costa County Superior Court Case No. CIVMSN21-0462) ("Action") was filed, challenging the Project Approvals on various grounds; and

WHEREAS, on February 10, 2022, the Court issued a Statement of Decision in the Action rejecting Petitioner's allegations with the exception of a limited number of items, and ordering that a "Writ of Mandate shall issue compelling the City to set aside the Project approvals and the certification of the FEIR"; and

WHEREAS, on June 16, 2022, the Court issued a Peremptory Writ of Mandate ("Writ") commanding the City to set aside the Project Approvals within 75 days of service of the Writ; and

WHEREAS, on June 29, 2022, Petitioner served the Writ on the City, thereby commencing the City's deadline to comply with the Writ; and

WHEREAS, based on the Writ, the Project Approvals shall not have any further force, effect, or operation; and

WHEREAS, it is the purpose of this Resolution to commence the City of Pittsburg's compliance with the Writ by confirming that the Project Approvals shall not have any further force, effect, or operation, and formally setting aside the Project Approvals as directed by the Court in Paragraph 1 of the Writ.

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

1. Finds that all of the Recitals set forth above are true and correct.

2. Confirms that based on the Writ, the Project approvals shall not have any further force, effect, or operation.

3. Formally repeals and sets aside all approvals for the Faria/Southwest Hills Annexation Project, including, specifically: Resolution No. 21-13905 (certifying the EIR and adopting the findings, Statement of Overriding Considerations, and Mitigation, Monitoring and Reporting Program); Resolution No. 21-13906 (amending the General Plan and adopting related findings); Resolution No. 21-13907 (approving annexation of the Project area and adopting related findings); Ordinance No. 21-1484 (amending the Pittsburg Municipal Code Zoning Ordinance and adopting related findings); and Ordinance No. 21-1485 (approving the Development Agreement and adopting related findings).

3. Finds that this Resolution is not a project subject to the California Environmental Quality Act because this Resolution is not an approval of any project, and instead is setting aside Project Approvals as ordered by the Court.

4. Declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences, or words of this Resolution as hereby adopted shall remain in full force and effect.

5. Directs the City Attorney to file with the Court a Return to the above-referenced Writ, which shall include a copy of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the __th day of _____ 2022 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the State of California Cannabis Tax Fund Grant for DUI-Drug Enforcement

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

The Pittsburg Police Department is seeking City Council authorization to accept and appropriate grant funds from the State of California Office of the Highway Patrol. The $33,325 grant will provide resources to fund various traffic enforcement and safety programs.

FISCAL IMPACT

There is no impact to the City General Fund. Upon award of the grant funds, the Police Department is requesting appropriation of $33,325 to the FY 2022-23 budget to fund overtime costs for supervisors, uniformed officers, and civilian staff to conduct (1) driving under the influence (DUI-D) checkpoint operation, (4) DUI-D roving patrols, (4) collaborative DUI-D enforcement operations, in-state travel for approved DUI-D enforcement schools, and DUI enforcement equipment. State funds allocated under this agreement shall not exceed $33,325

RECOMMENDATION

Staff recommends City Council approval of the attached resolution authorizing the acceptance and appropriation of funds and authorizing the City Manager or his designee to act on the City's behalf relative to this grant including the establishment of necessary fiscal accounting.

BACKGROUND

With the passage of Proposition 64, The Control, Regulate, and Tax Adult Use Marijuana Act, in 2016 California voters mandated the state set aside funding for the California Highway Patrol (CHP) to disperse to local governments and qualified nonprofit organizations for the education, prevention, and enforcement of impaired driving laws. The California Highway Patrol Cannabis Tax Fund Grant Program will provide $17 Million in Grant Funding for projects focused on impaired driving to Local Governments.

The goal of the Cannabis Tax Grant Traffic Enforcement Program is to induce motorists to drive safely. To achieve this goal, this grant combines intensive enforcement of a specific traffic safety law with extensive communication, education, and outreach informing the public about the enforcement activity.

SUBCOMMITTEE FINDINGS

This item was presented to the Public Safety Subcommittee on August 9, 2022.

STAFF ANALYSIS

The premise of the Cannabis Tax Grant is that an individual's discomfort or fear of being stopped for a traffic safety violation outweighs the desire not to comply with the law. Like any good deterrence program designed to change motorists' behavior, this grant is conducted throughout the year to maintain positive behavior, public awareness, and law enforcement engagement.

The major organizational components of the Cannabis Grant are project staffing and management, problem identification and goal setting, and program and evaluation design. Each of these three components are vital to the success of this grant.

For Pittsburg, the goal of the Cannabis Grant is to reduce the number of victims killed and injured in all automobile crashes. This includes drug related and all other primary collision factor incidents. The Pittsburg Police Department will conduct selective traffic operations, DUI-D roving patrols, as well as provide additional training to officers related to DUI-D enforcement during a twelve-month grant period to meet this goal. These operations are very effective forms of enforcement and increase the perception of the risk of arrest if they are adequately publicized and highly visible to the public.

ATTACHMENTS: Resolution

Report Prepared By: Steve Albanese, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Acceptance and Appropriation of)
The California Highway Patrol Cannabis Tax)
Fund Grant for DUI Drug Enforcement Program) RESOLUTION NO. 22-

WHEREAS, the Police Department has applied for and was awarded $33,325 in grant program funds from the California Highway Patrol Cannabis Tax Fund Grant Program; and,

WHEREAS, the grant funds are intended to pay the City's overtime costs for supervisors, uniformed officers and civilian staff to conduct selective traffic enforcement operations including; driving under the influence (DUI-D) checkpoints, DUI-D roving patrols, collaborative roving patrols, equipment and travel during the one year grant period.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager or designee to accept the funds from the California Highway Patrol Cannabis Tax Fund Grant Program, establish necessary fiscal accounting and execution of all necessary documents, and utilize the funds to pay costs associated with Police Department DUI-D enforcement activities to reduce the number of victims killed and injured in automobile crashes.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of August 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the Negotiation and Execution of a Second Contract Amendment for a Consultant Service Agreement with Raney Planning & Management, Inc. for the Harbor View Subdivision

MEETING DATE: August 15, 2022

EXECUTIVE SUMMARY

The proposed item would authorize the City Manager to negotiate and execute a Second Consultant Contract Amendment with Raney Planning & Management, Inc. in an amount not to exceed $153,470. This amount would allocate an additional $62,760 to the existing consultant budget of $71,882 for contract planning services related to the proposed development (Harbor View) of land located at 420 East Third Street, Pittsburg. In addition, the amount includes a thirty (30) percent contingency of $18,828 to account for any unanticipated future project coordination with Raney Planning & Management, Inc. Since this proposed Second Contract Amendment exceeds City Manager signing authority, staff is requesting adoption of a resolution authorizing the Second Contract Amendment to the Raney Planning & Management, Inc. Contract for the Harbor View Subdivision.

FISCAL IMPACT

Staff is requesting the City Council allocate to the existing consultant budget $62,760 (with an additional thirty (30) percent contingency of $18,828) to cover consultant costs related to the processing of the proposed application. The additional funds would cover the estimated cost for California Environmental Quality Act (CEQA) services by Raney Planning & Management, Inc.

Prior to this meeting date and any negotiation or execution of the consultant contract amendment request, the Developer, Integral Communities, has provided the requested funds to cover the cost. As such, there is no fiscal impact to the City.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to negotiate and execute a Second Contract Amendment for a Consultant Service Agreement with Raney Planning & Management, Inc. for CEQA services related to the Harbor View Subdivision.

BACKGROUND

The proposed project site is comprised of a single parcel and is slated for a Major Subdivision to allow for the development of 227 units including Medium-Density Single Family Residential units as well as Live-Work unit opportunities.

Due to the complexity of the project, the City and Developer executed a contract in the amount of $62,392 with Raney Planning & Management, Inc. on October 12, 2021, to prepare an Initial Study/Mitigated Negative Declaration (ISMND) for the proposed project. Through project review, the Traffic Impact Assessment resulted in significant unavoidable impacts for Vehicle Miles Traveled (VMT) and greenhouse gasses (GHGs), resulting in the requirement of an Environmental Impact Report, rather than the original proposal of the ISMND. The contract was previously amended on May 25, 2022, to increase the contract amount by $9,490 in order to prepare additional transportation analysis to adequately address the City's comments on the Draft Transportation Assumptions Memorandum and to cover future project coordination including project management, meetings, and public hearings. The change in the type of environmental review required for project processing has generated the need for additional consultant budget funds in the amount of $62,760 for a revised budget of $134,642. Further, with the contingency of 30% ($18,828), the total amended budget is $153,470, which is an amount beyond the City Manager's signing authority.

Raney Planning & Management, Inc. has provided their respective services to the City for more than a decade and prepares thorough analyses and satisfactory work.

SUBCOMMITTEE FINDINGS

The item was not presented to a sub-committee.

STAFF ANALYSIS

It has been determined that an EIR be prepared pursuant to CEQA, and staff recommends the City utilize Raney Planning & Management, Inc. to prepare the required environmental document. City staff has received payment from the Developer, Integral Communities, for the funds needed for the additional consultant services ($62,760), as well as the contingency of 30% ($18,828).

ATTACHMENTS:

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

Report Prepared By: Kelsey Gunter, Assistant Planner

SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND RANEY PLANNING & MANAGEMENT, INC. FOR THE HARBOR VIEW (THIRD AND HARBOR) PROJECT

This Second Amendment to AGREEMENT ("Second Amendment") is made on this 15th day of August 2022, ("Second Amendment Effective Date") by and between the City of Pittsburg ("City") and Raney Planning & Management, Inc. ("Consultant"), with respect to the matters hereinafter stated.

RECITALS

WHEREAS, Kevin Fryer, on behalf of The Harbor View Owner LPW, LLC ("Developer"), submitted Planning Application No. 22-0007 requesting approval of a Major Subdivision, Rezone and Design Review for the development of Medium Density Residential Single-Family Units and a Live-Work Community proposed at 420 East Third Street in the RMD-O (Downtown Medium Density Residential – Limited Overlay) District. Assessor's Parcel No. 073-050-001.

WHEREAS, on October 12, 2021, the City entered into a $62,392.00 Contract ("Agreement") with Consultant to prepare an Initial Study/Mitigated Negative Declaration ("IS/MND") for the proposed project.

WHEREAS, before the City can approve the Major Subdivision, Rezone, and Design Review request, the project must be reviewed by several agencies and divisions, specifically in this case: pursuant to AB52 Tribal Consultation and by the City of Pittsburg's Transportation Engineering Division. AB52 requires letters to be mailed to all applicable Tribes to provide the opportunity for consultation. The review performed by the City of Pittsburg's Transportation Engineering Division requires staff to comment on the Draft Transportation Assumptions Memorandum provided by Consultant. City staff requested additional intersections be analyzed, not originally included in the Draft Transportation Assumptions Memorandum dated February 9th, 2022, for reasons relating to public safety and to mitigate any future impacts from the proposed development.

WHEREAS, on May 25, 2022, the City executed the First Amendment to the Contract ("Agreement") with Consultant to increase the total compensation by $9,490.00 for a revised total budget of $71,882.00 for AB52 Tribal Consultation, to prepare additional transportation analysis to adequately address the City's comments on the Draft Transportation Assumptions Memorandum, and to cover future project coordination including project management, meetings and public hearings, which were not included as part of the original scope of services; and

WHEREAS, the consultant has now requested a Second Amendment to the Contract in the amount of $62,760.00 for a revised total Consultant budget of $134,642.00 to prepare an Environmental Impact Report (EIR), which was not included as part of the original scope of services; and

WHEREAS, City staff has requested a 30% contingency to the consultant budget in the amount of $18,828.00 to account for any unanticipated future project coordination with Raney Planning & Management, Inc.

WHEREAS, Developer reviewed the requested increase and has deposited the additional funds for the Consultant compensation and 30% contingency as requested by City staff, for a total deposit of $81,588.00.

NOW THEREFORE, the City and the Consultant, for the considerations hereinafter named, agree as follows:

1. **Exhibit A.** Exhibit A Scope of Services is hereby incorporated as set forth in Attachment 1 to this Second Amendment.

2. **Compensation.** Exhibit B Budget is hereby incorporated as set forth in Attachment 2 to this Second Amendment.

3. **Section 2.** Section 2 of the Agreement shall be deleted in its entirety, and the following new Section 2 shall be substituted in its place:

   "Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed one hundred thirty-four thousand, six-hundred forty-two dollars ($134,642.00) as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

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

   Sections 2.1 through 2.6 of the Agreement shall remain unchanged.

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

5. **Ambiguities.** The City and Consultant have each carefully reviewed this Second Amendment and have agreed to each term of this Second Amendment. No ambiguity shall be presumed to be construed against either party.

6. **Counterparts.** The Second Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

7. **Authority.** The person signing this Second Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this Second Amendment on behalf of Consultant.

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

CITY OF PITTSBURG:	CONSULTANT:
By: _____	By: _____
Garrett Evans, City Manager	Cindy Gnos, Senior Vice President Raney Planning & Management, Inc.

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney

ATTEST:

By: _____

Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Negotiation and Execution of a Second Contract Amendment for a Consultant Service Agreement with Raney Planning & Management, Inc. for the Harbor View Subdivision	)))))	RESOLUTION NO. 22-

WHEREAS, Integral Communities ("Developer") applied for a formal application for the development of the proposed project titled "Harbor View Subdivision", Planning Application No. 22-0007, requesting approval of a Major Subdivision, Rezone, and Design Review for the development of 227 units, including Medium Density Residential Single-Family units and Live-Work units located 420 East Third Street, Pittsburg, CA; and

WHEREAS, the City and Developer solicited proposals for environmental review services pursuant to the California Environmental Quality Act (CEQA) from multiple consultants and selected the proposal of Raney Planning & Management, Inc. ("Consultant"); and

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

WHEREAS, on October 12, 2021, the City entered into a $62,392 Contract ("Agreement") with Consultant to prepare an Initial Study/Mitigated Negative Declaration ("IS/MND") for the proposed project; and

WHEREAS, on May 25, 2022, the City executed the First Amendment to the Contract ("Agreement") with Consultant to increase the total compensation by $9,490 for AB52 Tribal Consultation, to prepare additional transportation analysis to adequately address the City's comments on the Draft Transportation Assumptions Memorandum, and to cover future project coordination including project management, meetings, and public hearings for a revised total of $71,882; and

WHEREAS, on June 16, 2022, the City informed Developer that further environmental review is required for the project, resulting in the need of an Environmental Impact Report (EIR) pursuant to CEQA detailing project-specific significant unavoidable impacts pertaining to Vehicle Miles Traveled (VMT) and Greenhouse Gases (GHGs); and

WHEREAS, Developer has deposited funds with the City in an amount sufficient to reimburse the cost of project management and environmental review services provided by Raney Planning & Management, Inc. ($62,760), as well as a thirty (30) percent contingency ($18,828).

NOW, THEREFORE BE IT RESOLVED that the City Council hereby authorizes the City Manager to negotiate and execute a Second Contract Amendment pertaining to the existing consultant service agreement between the City of Pittsburg and Raney Planning & Management, Inc. in an amount not to exceed $153,470 (allocating $62,760 to the consultant budget and $18,828 in contingency funding). The negotiation and execution will take place upon the adoption of this resolution.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of August 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk