



**CITY OF PITTSBURG**  
**AMENDED AGENDA**

**JANUARY 20, 2026**

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

**CLOSED SESSION**  
**6:00 PM**

**REGULAR MEETING**  
**7:00 PM**

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

**PRESIDING**

**Dionne Adams, Mayor/Chair**  
**Angelica Lopez, Vice-Mayor/Chair**  
**Juan Antonio Banales, Council Member/Board Member**  
**Arlene Kobata, Council Member/Board Member**  
**Jelani Killings, Council Member/Board Member**

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

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Pittsburg City Council regular 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](http://www.pittsburgca.gov). Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

## AUDIENCE REMARKS

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

### 6:00 PM - CONVENE IN CLOSED SESSION

1. HOUSING AUTHORITY CONFERENCE WITH LEGAL COUNSEL—  
ANTICIPATED LITIGATION  
Initiation of litigation pursuant to Section 54956.9(d)(4)  
Number of cases: one
2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Section 54956.9(d)(2)  
Number of cases: one

### 7:00 PM - CONVENE IN OPEN SESSION FOR REGULAR MEETING

#### CALL TO ORDER

#### ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### PRESENTATIONS

3. Presentation from Los Medanos College on Economic Impact Report

#### PROCLAMATIONS

The standing proclamation(s) were published as part of the agenda. The proclamation(s) will be posted on the City's website and social media accounts as appropriate.

4. Th!nk Pittsburg - Paulo's Sausage
5. Martin Luther King Jr. Day
6. Human Trafficking Awareness Month

#### CITY MANAGER REPORTS/REMARKS

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

#### PUBLIC COMMENTS

Members of the audience who wish to address the City Council or Agency Boards on issues that are not scheduled for the agenda and on any items listed as part of the Consent Calendar should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the

meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. (No Action Required)

## **COMMITTEE REPORTS**

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

## **HOUSING AUTHORITY**

### **HOUSING AUTHORITY CONSENT CALENDAR**

7. Minutes of August 18, 2025
8. Adoption of a Housing Authority Resolution Approving the 2026 Utility Allowance Schedule

The US Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities and other services annually, and determine a utility allowance schedule (Schedule). Pursuant to 24 CFR Section 982.517(4)(c), this Schedule must be revised whenever there is an increase of ten percent or more in the utility rates since the last revision of the Schedule. The Housing Authority of the City of Pittsburgh (Housing Authority) has revised the Utility Allowance Schedule for 2026 (the "2026 UA Schedule") to reflect a ten percent increase in utility rate costs.

9. Adoption of a Housing Authority Resolution Approving the Transfer of Unclaimed Funds to the Housing Authority of the City of Pittsburgh Pursuant to California Government Code Section 50053

Staff identified outstanding Housing Authority of the City of Pittsburgh (Housing Authority) checks that remained unclaimed for more than three years. Pursuant to California Government Code Section 50053, these funds may now be considered the property of the Housing Authority.

## **HOUSING AUTHORITY MEMBER REMARKS**

## **ADJOURNMENT OF THE HOUSING AUTHORITY**

## **CITY COUNCIL**

### **COMBINED CITY COUNCIL AND PITTSBURG POWER COMPANY CONSIDERATION**

10. Adoption of a City Council Resolution to Accept Grant Funds from The Barack Obama Foundation for Use As Part of the My Brother's Keeper Pittsburgh Initiative

The City of Pittsburgh has been awarded \$25,000 in grant funding from The Barack Obama Foundation to create programming and support related to improving opportunity outcomes for boys and young men of color in the areas of post-secondary education or job training completion. This resolution will authorize acceptance of the grant and amend the FY 2025-26 Miscellaneous Grants Fund budget.

11. Adoption of a City Council Resolution for Consideration to Hire a CalPERS Retired Annuitant in Accordance with Government Code Sections 7522.56, 21221(h) and 21224

The intent of this report is to provide City Council with sufficient information to approve a resolution delegating authority to the City Manager to appoint Steve Albanese as a retired annuitant to serve as the Interim Chief of Police during the executive recruitment process, and waiving the 180-day waiting period as allowed by law.

12. Adoption of Pittsburgh Power Company Resolutions Authorizing the Executive Director to: 1) Negotiate and Execute a Contract with the Contra Costa Workforce Development Board to Receive Workforce Opportunity and Investment Act Funds for Calendar Year 2026; 2) Execute an Agreement with Open Opportunities, Inc. for Case Management and Day-to-Day Supervision of the Future Build Pre-Apprenticeship Program; and 3) Execute a Second Amendment to the Consulting Services Agreement with Dunbar & Associates for Administrative and Oversight Services

Pittsburg Power Company (PPC) administers the Future Build Pre-Apprenticeship Training Program, a regional workforce development initiative that provides low-income East Contra Costa County residents with hands-on, community-based construction and solar installation training. To support Future Build's operations for calendar year 2026, staff is requesting PPC Governing Board authorization to execute a contract with the Contra Costa Workforce Development Board (WDB) to receive \$300,000 in Workforce Innovation and Opportunity Act (WIOA) grant funds, as well as authorization to execute a consultant agreement with Open Opportunities, Inc. (OOI) for program delivery and case management services, and the Second Amendment to the Consulting Services Agreement with Dunbar & Associates (D&A) to support program oversight, grant compliance, and partner coordination. These actions would ensure adequate resources to continue Future Build programming through calendar year 2026.

## 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, SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR**

13. Minutes of December 15, 2025

14. Adoption of a City Council Minute Order to Amend the 2026 City Council Committee Assignments

In accordance with the City Council Policies and Procedures adopted on November 15, 2021, through Resolution No. 21-14013, the Mayor and Vice-Mayor shall appoint Council Members to standing and ad hoc committees and such appointments shall be adopted by the City Council. The committee assignments adopted on December 15, 2025 is being amended.

15. Adoption of a City Council Minute Order to Re-Appoint an Incumbent to the Mosquito and Vector Control District

The seat on the Contra Costa Mosquito & Vector Control District is a re-appointment to this County Board.

16. Adoption of a City Council Resolution Authorizing an Agreement with BKF Engineers, Inc. for the Design of Project 3039 Pittsburg-Antioch Highway Widening

Project 3039 – Pittsburg-Antioch Highway Widening (Project) will widen the Pittsburg-Antioch Highway by expanding the segment between Loveridge Road and the eastern City limits at Arcy Lane from two to four lanes. Adoption of this resolution will authorize the City Manager to execute a Consulting Services Agreement (Agreement) with BKF Engineers, Inc. for the design of the Project.

17. Adoption of a City Council Resolution Authorizing the City Manager to Execute Consulting Services Agreement with Nichols Consulting Engineers, Chtd. for California Environmental Quality Act Analysis and Permitting for Project 3039 – Pittsburg-Antioch Highway Widening

Project 3039 – Pittsburg-Antioch Highway Widening (Project) will widen the Pittsburg-Antioch Highway by expanding the segment between Loveridge Road and the eastern City Limits at Arcy Lane from two to four lanes. As part of the design process, the Project requires analysis of environmental impacts under the California Environmental Quality Act (CEQA) and permitting for construction. Adoption of this resolution will authorize the City Manager to execute a Consulting Services Agreement (Agreement) with Nichols Consulting Engineers, Chtd. for CEQA analysis and permitting for the Project.

18. Adoption of a City Council Resolution Authorizing an Agreement with Francisco and Associates for Assessment Engineering and Consulting Services in the Landscaping and Lighting Assessment Districts

City of Pittsburg has two active Landscaping and Lighting Assessment Districts (LLAD), both formed in 1988 and affirmed by voters in 1996 in conformance with the Proposition 218 Omnibus Implementation Act. The assessment partially funds staff and materials to maintain streetlights, street trees, concrete repair for damage caused by street trees, and landscaping in parks, rights-of-way, and medians. The districts have experienced structural budget deficits due to inadequate assessment revenue and the general inflation of service costs over time. This resolution would authorize an agreement for consulting services to address the revenue shortfall.

19. Adoption of a City Council Resolution Establishing the Maximum Number of Condominium Conversions for Calendar Year 2026, in Accordance with Section 17.44.070 of the Pittsburg Municipal Code

Section 17.44.070 of the Pittsburg Municipal Code (PMC) limits the number of apartments (multifamily rental units) that can be converted annually to condominiums to an amount established by the City Council at the beginning of each calendar year. If approved by the City Council, the proposed resolution would establish the maximum number of condominium conversions for the year 2026.

20. Adoption of a City Council Resolution Authorizing the City Manager to Execute the First Amendment to the Consulting Services Agreement with NHA Advisors LLC

The City proposes to amend the Consulting Services Agreement (Agreement) with NHA Advisors LLC (NHA), extending the Agreement another five fiscal years, expiring June 30, 2030.

### **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 FEBRUARY 2, 2026**

## **NOTICE TO PUBLIC**

### **GENERAL INFORMATION**

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### **SPEAKER'S CARD**

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

### **PUBLIC HEARINGS**

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

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

### **NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED**

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

### **DISRUPTIVE CONDUCT**

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

### **LIVE MEDIA BROADCASTING ADVISEMENT**

City Council meetings are webcast live on the City's website at [www.pittsburgca.gov](http://www.pittsburgca.gov) on the Agendas and Live Meetings page. Past meetings and approved minutes are also archived on that webpage. Watch the live meeting via the City's webcast ([www.pittsburgca.gov](http://www.pittsburgca.gov) - Agendas and Live Meetings), on Comcast Channel 24 Delta TV, AT&T U-Verse Channel 99 Delta TV. Contact the City Clerk's office at (925) 252-4850 for more information

**2026 City Council Agency/Liaison/Subcommittee Assignments as of December 15, 2025**

<b>OUTSIDE AGENCY BOARDS</b>	<b>COUNCIL MEMBER(S)</b>	<b>TYPE</b>	<b>MEETS</b>	<b>TIME</b>	<b>STAFF</b>
ABAG	Dionne Adams / Jelani Killings Alternate	Standing	Annual		D. Gale/M. Aliotti
Delta Diablo*	Jelani Killings / Arlene Kobata Alternate	Standing	2nd Wednesday	4:30 PM	J. Samuelson
East Co. Co. County Habitat Conservancy	Arlene Kobata / Juan Banales Alternate	Standing	4th Monday Bi-Monthly	2:00 PM	J. Davis
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Bi-Annual	1:00 PM	J. Samuelson
MCE Clean Energy Board	Arlene Kobata / Angelica Lopez Alternate	Standing	3rd Thursday	6:30 PM	J. Davis
TRANSPLAN / ECCRFFA	Juan Banales / Dionne Adams Alternate	Standing	2nd Thursday	6:30 PM	J. Samuelson
Tri-Delta Transit (2 reps)**	Angelica Lopez & Dionne Adams / Arlene Kobata Alternate	Standing	4th Wednesday	4:00 PM	J. Samuelson

<b>LIAISON TO</b>	<b>COUNCIL MEMBER(S)</b>	<b>TYPE</b>	<b>MEETS</b>	<b>TIME</b>	<b>STAFF</b>
East Bay League of California Cities	Dionne Adams / Angelica Lopez Alternate	Standing	3rd Thursday		D. Gale/M. Aliotti
Green Empowerment Zone	Arlene Kobata/ Jelani Killings Alternate	Standing	3rd Friday Bi-monthly	9:30 AM	J. Davis
Los Medanos Health Advisory Committee	Arlene Kobata & Dionne Adams	Ad Hoc	As needed		D. Gale/M. Aliotti
Mayor's Conference	Dionne Adams / Angelica Lopez Alternate	Standing	1st Thursday	6:30 PM	D. Gale/M. Aliotti
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Juan Banales Alternate	Standing	Quarterly		D. Gale/M. Aliotti

<b>SUBCOMMITTEES</b>	<b>COUNCIL MEMBER(S)</b>	<b>TYPE</b>	<b>MEETS</b>	<b>TIME</b>	<b>STAFF</b>
Community and Economic Development	Jelani Killings & Dionne Adams / Angelica Lopez Alternate	Standing	2nd Wednesday	5:30 PM	J. Davis
Data Center and Hydrogen	Jelani Killings & Angelica Lopez	Ad Hoc	As needed		J. Davis
Development Agreement	Jelani Killings & Dionne Adams	Ad Hoc	As needed		J. Davis
Finance Management	Juan Banales & Dionne Adams / Jelani Killings Alternate	Standing	3rd Friday	5:00 PM	E. Adair
Infrastructure and Transportation	Juan Banales & Arlene Kobata / Dionne Adams Alternate	Standing	4th Thursday	5:30 PM	J. Samuelson
Tenant Protections	Juan Banales & Angelica Lopez	Ad Hoc	As needed		S. Bellafronte
Life Enrichment	Dionne Adams & Angelica Lopez / Arlene Kobata Alternate	Standing	3rd Wednesday	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Angelica Lopez & Jelani Killings	Standing	As needed		K. Simonton
Public Safety	Arlene Kobata & Angelica Lopez / Jelani Killings Alternate	Standing	1st Wednesday	5:30 PM	S. Albanese

\*Stipend of \$170 per month

\* \*\* Stipend of \$100 per month



# Proclamation

MARTIN LUTHER KING JR. DAY  
January 19, 2026

*WHEREAS, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and*

*WHEREAS, Dr. King graced the world with his vision of a land guided by love instead of hatred and by acceptance instead of intolerance; and*

*WHEREAS, Dr. King confronted powerful and even violent opposition, sacrificing his liberty, his personal safety, and ultimately his life for the cause of freedom; and*

*WHEREAS, Dr. King's unwavering dedication to justice and equality through nonviolent action, serves as a powerful reminder that safeguarding freedom, justice, and democracy is achievable when we unite in love and respect; and*

*WHEREAS, Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and*

*WHEREAS, communities can continue to advance Dr. King's vision by advocating for a world where these values are upheld through peaceful means; and*

*WHEREAS, we shall continue to honor the fundamental rights he helped secure and we are forever grateful for his legacy.*

*NOW, THEREFORE, I, Dionne Adams, Mayor, on behalf of the entire City Council of the City of Pittsburg, do hereby proclaim Monday, January 19, 2026 as Martin Luther King Jr. Day and call upon the residents of this community to join in rededicating ourselves to the principles of justice and equality for all.*



Handwritten signature of Dionne Adams in black ink.

Dionne Adams, Mayor

Handwritten signature of Alice E. Evenson in blue ink.

Alice E. Evenson, City Clerk



# Proclamation

## HUMAN TRAFFICKING AWARENESS MONTH

“Stronger Connections. Stronger Futures.”

January 2026

*Whereas, January is human trafficking awareness month, a time to raise awareness and take action to prevent it from happening in our communities; and*

*Whereas, this year’s theme is “Stronger Connections. Stronger Futures.” reminds us that our everyday connections play a vital role in preventing human trafficking; and*

*Whereas, strong, supportive relationships at home, at work, and in our communities help protect people from human trafficking and other forms of abuse; and*

*Whereas, when individuals are supported, valued, and connected to community, it is harder for traffickers to isolate, manipulate or control them; and*

*Whereas, throughout January, we encourage everyone to be intentional about deepening connections with people in your daily life by checking in, listening, creating welcoming spaces, and building trust; and*

*Whereas, together, we can usher in a future free from human trafficking.*

**NOW, THEREFORE, I, Dionne Adams, Mayor, on behalf of the City Council of the City of Pittsburg hereby proclaim January 2026 as HUMAN TRAFFICKING AWARENESS MONTH and urge all residents to actively participate in the efforts to raise awareness and prevent all forms of human trafficking.**



Handwritten signature of Dionne Adams in black ink.

Dionne Adams, Mayor

Handwritten signature of Alice E. Evenson in blue ink.

Alice E. Evenson, City Clerk

**CITY OF PITTSBURG  
HOUSING AUTHORITY MEETING MINUTES**

**DATE:** August 18, 2025

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

**CITY COUNCIL/AGENCY MEMBERS**

Jelani Killings, Mayor/Chair  
Dionne Adams, Vice-Mayor/Chair  
Angelica Lopez, Council/Agency Member  
Juan Antonio Banales, Council/Agency Member  
Arlene Kobata, 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)

Chair Killings called the meeting of the Housing Authority to order at 7:00 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA

**ROLL CALL**

Member Floyd was absent and excused.

**PUBLIC HEARING**

4. Adoption of a Housing Authority Resolution Approving the Public Housing Agency Administrative Plan for 2025 and Directing the Executive Director to Submit the Public Housing Agency Administrative Plan for 2025 to the U.S. Department of Housing and Urban Development

Chair Killings opened the Public Hearing. There being no one to speak on the item, Chair Killings closed the Public Hearing.

On Motion by Member Herring, seconded by Member Lopez and adopted by the following vote:

AYES: Adams, Banales, Herring, Kobata, Lopez, Killings  
ABSENT: Floyd

**CONSENT CALENDAR**

On Motion by Member Herring, seconded by Member Lopez and adopted by the following vote:

AYES: Adams, Banales, Herring, Kobata, Lopez, Killings  
ABSENT: Floyd

- 7. Minutes of June 16, 2025
- 6. Adoption of a Housing Authority Resolution Approving the Section 8 Management Assessment Program Certification for Fiscal Year End June 30, 2025

**HOUSING AUTHORITY MEMBER REMARKS**

Member Herring asked staff how often Section 8 recipient units are checked for compliance as it relates to the number of people living in each home. Assistant City Manager, Aliotti responded by stating that recipients are required to complete an annual self-certification.

**ADJOURNMENT**

The Housing Authority adjourned at 7:29 P.M.

Respectfully submitted,

Alice E. Evenson, Secretary



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

**TO:** Chair and Governing Board Members

**FROM:** Darin E. Gale - Executive Director

**SUBJECT:** Adoption of a Housing Authority Resolution Approving the 2026 Utility Allowance Schedule

**MEETING DATE:** January 20, 2026

**EXECUTIVE SUMMARY**

The US Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities and other services annually, and determine a utility allowance schedule (Schedule). Pursuant to 24 CFR Section 982.517(4)(c), this Schedule must be revised whenever there is an increase of ten percent or more in the utility rates since the last revision of the Schedule. The Housing Authority of the City of Pittsburg (Housing Authority) has revised the Utility Allowance Schedule for 2026 (the “2026 UA Schedule”) to reflect a ten percent increase in utility rate costs.

**FISCAL IMPACT**

Because total assistance benefiting Housing Choice Voucher, also known as Section 8, participants consisting of both rent and utilities cannot exceed a threshold determined by the size and income of a family, an increase in utility allowance may result in a decrease in rental assistance in order to stay under a specified threshold.

Such increases in utility allowance have no fiscal impact to the City’s General Fund. Assistance benefiting Section 8 participants is derived from a federally funded program by HUD.

**RECOMMENDATION**

Housing Authority adopt the Resolution approving the 2026 UA Schedule reflecting the revisions to the utility rates.

**BACKGROUND**

Utility allowances are intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on the individual family’s actual energy consumption and do not include non-essential utility costs, such as cable, satellite television or phone expenses.

The Housing Authority contracted with a vendor to review the utility allowance data for the Housing Choice Voucher Program and complete the study and analysis. This study reflects the 2025 baseline charges published by Pacific Gas & Electric Company, the City of Pittsburg Water Department, and Mt. Diablo Resource Recovery.

**SUBCOMMITTEE FINDINGS**

The 2026 Utility Allowance Schedule was not discussed in a subcommittee.

**STAFF ANALYSIS**

As required by HUD regulations 24 CFR 982.517, prior to beginning this update for the Housing Authority, an annual review was conducted on the utility rates and charges, comparing information utilized in the previous study (August 2024) and the information (November 2025).

<u>Utility Provider</u>	<u>Measure</u>	<u>2024 Rates</u>	<u>2025 Rates</u>	<u>Increase</u>
Pacific Gas & Electric’s Natural Gas Tier 1 (Baseline)	Per therm	1.89795	2.19736	16%
Pacific Gas & Electric’s Natural Gas Tier 2 (Excess)	Per therm	2.25271	2.60845	16%
City of Pittsburg Water Consumption Tier 1 (0-12)	Per ccf	4.92	5.42	10%
City of Pittsburg Water Consumption Tier 1 (Over 12)	Per ccf	6.78	7.48	10%

Since the utility providers’ rates and charges have changed more than 10%, the current utility allowance schedule will be adjusted. This does not mean that utility allowances will change by the actual percentage values listed above.

The analysis of these results demonstrates at least a ten percent (10%) differential from the prior year, requiring revisions to the utility allowances as required by federal regulations to be in compliance and are reflected in the Housing Authority 2026 UA Schedule.

ATTACHMENTS:      Resolution  
                            2026 Utility Allowance Schedule  
                            Utility Allowance Survey and Study

Report Prepared By: Tanya Ray, Housing Manager

BEFORE THE GOVERNING BOARD OF THE HOUSING AUTHORITY  
OF THE CITY OF PITTSBURG

In the Matter of:

Approving the 2026 Utility )  
Allowance Schedule \_\_\_\_\_)

RESOLUTION NO. 26-

WHEREAS, the US Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities and other services annually, and determine a utility allowance schedule (Schedule). Pursuant to CFR 24 982.517(c)(1), this Schedule must be revised whenever there is an increase of ten percent or more in the utility rates since the last revision of the Schedule; and

WHEREAS, the Housing Authority of the City of Pittsburg (Housing Authority) reviewed the utility allowance data for the Housing Choice Voucher Program, also known as Section 8. The revised Schedule reflects the new baseline charges published by Pacific Gas & Electric Company, the City of Pittsburg Water Department, and Mt. Diablo Resource Recovery; and

WHEREAS, the Housing Authority is required to revise its utility allowance in order to be compliant with federal regulations because the differential is greater than ten percent from the prior year.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Housing Authority of the City of Pittsburg hereby approves the 2026 UA Schedule and directs staff to make the 2026 UA Schedule available for review at the Housing Authority located at 916 Cumberland Street, Pittsburg, CA 94565 and on the City's website.

PASSED AND ADOPTED by the Governing Board of the Housing Authority of the City of Pittsburg at a regular meeting on the 20th day of January 2026, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

\_\_\_\_\_  
Dionne Adams, Chair

\_\_\_\_\_  
Alice E. Evenson, Agency Secretary

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169  
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA <b>Housing Authority of the City of Pittsburg, CA</b>		Unit Type: <b>Multi-Family (Apartment/Row House/Townhouse/Semi-Detached/Duplex)</b>					Date (mm/dd/yyyy)	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	Natural Gas <i>(Includes Climate Credit)</i>	\$25.00	\$32.00	\$36.00	\$41.00	\$45.00	\$47.00	\$52.00
	Bottle Gas							
	Electric	\$23.00	\$27.00	\$34.00	\$41.00	\$49.00	\$56.00	\$78.00
	Electric Heat Pump	\$20.00	\$23.00	\$28.00	\$31.00	\$35.00	\$38.00	\$41.00
	Fuel Oil							
Cooking	Natural Gas	\$7.00	\$7.00	\$11.00	\$13.00	\$18.00	\$20.00	\$22.00
	Bottle Gas							
	Electric	\$10.00	\$12.00	\$17.00	\$22.00	\$28.00	\$33.00	\$36.00
Other Electric	<i>(Includes Climate Credit)</i>	\$28.00	\$35.00	\$53.00	\$70.00	\$80.00	\$111.00	\$123.00
Air Conditioning		\$9.00	\$10.00	\$14.00	\$18.00	\$22.00	\$26.00	\$28.00
Water Heating	Natural Gas	\$13.00	\$15.00	\$22.00	\$29.00	\$37.00	\$44.00	\$48.00
	Bottle Gas							
	Electric	\$23.00	\$28.00	\$35.00	\$43.00	\$50.00	\$58.00	\$63.00
	Fuel Oil							
Water		\$62.00	\$63.00	\$74.00	\$85.00	\$96.00	\$109.00	\$119.00
Sewer		\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Trash Collection		\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
Range /Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
Unit Address					Cooking			
					Other Electric			
					Air Conditioning			
					Water Heating			
Number of Bedrooms					Water			
					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
					Refrigerator			
					Total			



adapted from form HUD-52667  
(04/2023)

adapted from form HUD-52667  
(04/2023)

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169  
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA <b>Housing Authority of the City of Pittsburg, CA</b>		Unit Type <b>Single-Family (Detached House)</b>					Date (mm/dd/yyyy)	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	Natural Gas <i>(Includes Climate Credit)</i>	\$38.00	\$47.00	\$54.00	\$58.00	\$65.00	\$71.00	\$78.00
	Bottle Gas							
	Electric	\$48.00	\$57.00	\$65.00	\$73.00	\$78.00	\$92.00	\$101.00
	Electric Heat Pump	\$28.00	\$34.00	\$40.00	\$45.00	\$50.00	\$54.00	\$59.00
	Fuel Oil							
Cooking	Natural Gas	\$7.00	\$7.00	\$11.00	\$13.00	\$18.00	\$20.00	\$22.00
	Bottle Gas							
	Electric	\$10.00	\$12.00	\$17.00	\$22.00	\$28.00	\$33.00	\$36.00
Other Electric	<i>(Includes Climate Credit)</i>	\$46.00	\$56.00	\$80.00	\$114.00	\$147.00	\$179.00	\$196.00
Air Conditioning		\$7.00	\$8.00	\$18.00	\$28.00	\$37.00	\$48.00	\$51.00
Water Heating	Natural Gas	\$18.00	\$20.00	\$29.00	\$37.00	\$46.00	\$55.00	\$59.00
	Bottle Gas							
	Electric	\$29.00	\$34.00	\$44.00	\$53.00	\$63.00	\$72.00	\$78.00
	Fuel Oil							
Water		\$62.00	\$63.00	\$74.00	\$85.00	\$96.00	\$109.00	\$119.00
Sewer		\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Trash Collection		\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
Range /Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
					Cooking			
					Other Electric			
					Air Conditioning			
Unit Address					Water Heating			
					Water			
					Sewer			
					Trash Collection			
					Other			
Number of Bedrooms					Range / Microwave			
					Refrigerator			
					Total			



adapted from form HUD-52667  
(04/2023)

# Utility Allowances

November 2025

## HOUSING AUTHORITY OF THE CITY OF PITTSBURG

*Pittsburg, California*



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**UPDATE REPORT**

**SECTION 8 HCV**

**UTILITY ALLOWANCE SURVEY AND STUDY**

The **Nelrod** Company®

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3301 West Freeway  
Fort Worth, TX 76107



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Email: ResidentLife@nelrod.com – Website: www.nelrod.com

January 7, 2026

Tanya Ray, Housing Manager  
Housing Authority of the City of Pittsburg  
916 Cumberland Drive  
Pittsburg, CA 94565

**Re: Section 8 HCV Program Utility Allowances Update Report - 2025**

Dear Mr. Ray:

ResidentLife Utility Allowances® is pleased to enclose a copy of the Section 8 Housing Choice Voucher Program Utility Allowances Update Report – 2025. Please see the Survey and Study Results section of the study analysis for details of changes.

ResidentLife Utility Allowances is putting our seal of compliance on the work we perform for your agency certifying that we have developed your Utility Allowances in compliance with HUD Regulations and guidelines. **We recommend that you post your adopted utility allowance schedule(s) on your webpage. We have made this process easy for you by providing, by email, an electronic version of your currently updated Utility Allowances in a pdf format that is ready to upload directly to your website.** This format displays our Seal of Certified Compliance assuring residents, Agency staff, HUD representatives, or other interested parties, that an approved method was used to efficiently and accurately develop your utility allowances and that the utility allowances are current.

Please carefully review this report for any identifiable problems, changes, corrections, and/or special needs and let me know if you have any changes or questions as soon as possible. If there are no changes requested to this report, then this report serves as the final report as well. **See attached Closure Acceptance Statement. Please sign and return as soon as possible.** You can contact me at (817) 922-9000 ext 140 or amy@nelrod.com. It is a pleasure working with your agency.

Sincerely,

*Amy Machala*

Amy Machala  
ResidentLife Utility Allowances Specialist  
Enclosure

Disclaimer: ResidentLife Utility Allowances® will make any necessary corrections to work previously performed prior to submission of final report. It is important to note that many local communities have different rate structures, weather patterns, types of charges, etc. ResidentLife Utility Allowances® has made every effort to be as accurate as possible, but will not be held responsible for changes involving different methodologies, rate structures, regulatory changes, omission and/or misinformation of cost calculation data from utility providers, selection of most advantageous cost calculation methodology in areas with multiple costing methods, and inaccurate allowances resulting from lack of information or data not provided by the agency.



Email: ResidentLife@nelrod.com – Website: www.nelrod.com

## Closure Acceptance Statement

**Re: Section 8 HCV Program Utility Allowances Update Report - 2025**

Upon signing this Closure Statement, I, \_\_\_\_\_, on behalf of the **Housing Authority of the City of Pittsburg, CA** acknowledge receipt of the survey study report.

I, or a member of our agency staff, have reviewed this report and have requested edits, changes or additions if needed. Our agency now accepts this survey study report as final. This does not mean that we will adopt these results as our Agency's actual allowances.

Signed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Please sign and return within 30 days  
fax to: (817) 922-9100 or email to residentlife@nelrod.com**

**Job# 2650-RU-005**

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# **OBJECTIVES AND METHODOLOGY**

# OBJECTIVES AND METHODOLOGY

## Section 8 Housing Choice Voucher Program

### ANNUAL UPDATE 2025

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#### ***Utility Rate Comparison***

As required by HUD regulations 24 CFR 982.517, prior to beginning this update study for the **Housing Authority of the City of Pittsburg, CA**, a comparison (annual review) was made of the utility rates and charges (**August 2024**) utilized in the previous study and the current utility rates and charges (**November 2025**). This comparison indicated Pacific Gas & Electric's tier-1 & tier-2 rates decreased 3% each, and the California Climate credit changed from -\$9.20 to -\$9.71 causing a \$0.51 increase (6%). Pacific Gas & Electric's natural gas tier-1 rates increased 16%, tier-2 rates increased 16%, and the California Climate Credit changed from -\$7.12 to -\$5.59 causing a \$1.53 increase (22%). The City of Pittsburg's water tier-1 rates increased 11%, & tier-2 rates increased 11%, and the monthly charge increased 11%. Sewer for Multi-Family & Single-Family monthly charges remained the same. Mt. Diablo Resource Recovery's trash collection monthly charge decreased 3%. (See comparison in Support Documentation section of this report.) Since the utility providers' **rates and charges** have changed more than 10%, the current utility allowance schedule will be adjusted. This does not mean that **utility allowances** will change by the actual percentage values listed above.

#### ***Objective***

The objective of this study is to update current Section 8 Housing Choice Voucher Program utility allowances for electricity, natural gas, water, sewer, and trash collection with current rates and charges for each utility provider. HUD's Utility Schedule Model (**HUSM-Ver13i\_813\_Summit-Update**) will be used in this update study. This version automatically includes allowances under Electric Heating for Heat Pump in addition to Electric Resistance Heating. **Only one type of Heating should be chosen for determining the total utility allowances.**

*This Section 8 Housing Choice Voucher Program update study will be conducted in accordance with HUD Regulations 24 CFR 982.517 Utility Allowance Schedule.*

## ***Methodology***

The following steps were taken by a utility allowances specialist to accomplish the above objective:

### ***1. Utility Rates and Charges***

The following information was obtained by a rate specialist and input in the Utility Providers Residential Rates and Charges document:

- a. Documentation on current residential **electric** summer and winter rates and charges from **Pacific Gas & Electric** through their internet website and telephone inquiries.
- b. Documentation on current residential **natural gas** rates and charges from **Pacific Gas & Electric** through their internet website and telephone inquiries.
- c. Documentation on current residential **water and sewer** rates and charges from the **City of Pittsburg** through their internet website and telephone inquiries.
- d. Documentation on current residential **trash collection** charges from the **Mt. Diablo Resource Recovery** through their internet website, email, and telephone inquiries.

### ***2. Comparison of Utility Rates and Charges***

A rate specialist created charts comparing the previously applied electric, natural gas, water, sewer, and trash collection rates and charges for each provider to their current utility rates and charges. These charts calculate a percentage difference.

A rate specialist then analyzed the comparison charts and emailed the draft charts to the Agency with the recommendation to adjust current utility allowances due to a greater than 10% change in utility rates (HUD Regulations 24 CFR 982.517(c)(1)).

### ***3. Data Gathering***

#### ***a. Currently Adopted Utility Allowances***

A copy of the currently adopted Section 8 HCV Utility Allowance Schedules were requested and received from the Agency.

b. *Monthly Utility Consumption Averages and Climatic Adjustment*

HUD's Utility Schedule Model (**Ver13i\_813\_Summit-Update**) was utilized for the base community-wide consumptions which take into consideration current usage patterns and more energy efficient equipment. This tool provides for a "**Green Discount**" choice of "**None**" (**Standard**), "**Energy Star**", "**LEED**", or "**Significant Green Retrofit**". Choosing "**None**" provides "**Standard**" equipment and measures, and choosing "**Energy Star**", "**LEED**", or "**Significant Green Retrofit**" provides "**Energy Efficient**" equipment and measures. Each selection modifies the consumption averages.

In this engineering-methodology study the "**None**" (**standard**), choice was utilized. The Agency did not indicate a need for Energy Efficient Utility Allowances at this time.

The HUSM tool provides a choice of locations for the climatic adjustment of the base consumptions, by housing agency code or zip code. For agencies that cover more than one climatic zone, we utilize climatic data from the PHA\_Average\_HDD-CDD spreadsheet to determine the appropriate base consumptions.

**Water** average consumption is based on a national average, acquired via internet research, per building type and bedroom size.

**There was no change in the consumption averages from the last study.**

4. *Utility Allowance Adjustments (Cost of Consumption)*

The following steps were taken by a utility allowance specialist:

- a. Updated the Cost of Consumption charts from the previous study with current utility rates and charges for **electric** usage for each building type and each bedroom size.
- b. Updated the Cost of Consumption charts from the previous study with current utility rates and charges for **natural gas** usage for each building type and each bedroom size.
- c. Updated, where needed, the Cost of Consumption charts from the previous study with current utility rates and charges for **water and sewer** usage for each building type and each bedroom size.

d. Applied the current **trash collection** charge.

These new utility allowances were entered into **2** forms HUD-52667 for applicable building types.

## 5. [Section 8 Utility Allowance Schedules - Form HUD-52667](#)

ResidentLife Utility Allowances<sup>®</sup> has provided **2** updated forms HUD-52667, one each for **Multi-Family (Apartment/Row House/Townhouse/Semi-Detached/Duplex)** (0-6 bedrooms) and **Single-Family (Detached House)** (0-6 bedrooms).

**NOTE 1:** The **Natural Gas** and **Electric** utility provider has a **California Climate Credit** that is not based on consumption. This credit has been deducted from the "Other Electric, Lighting, Refrigeration, Etc." calculations and is included in the "Other Electric" (Lights & Appliances) row of the form HUD-52667, **per the Agency**.

**NOTE 2:** If the owner/landlord does not provide a range or refrigerator with the leased unit, the agency must provide an allowance for the **tenant-provided range or refrigerator**, to supplement maintenance costs, and should be based on the lesser of the cost of leasing or installment purchasing of suitable equipment. Microwave applies only to studio/efficiency units that do not have a range/stove cooking source. Who provided the range and refrigerator must be indicated on the Request for Tenancy Approval (RFTA) and dwelling unit lease.

**NOTE 3:** For your convenience, we have provided utility allowances for Reasonable Accommodations medical equipment.

**NOTE 4:** On December 20, 2018, HUD revised the Section 8 HCV utility allowance regulations (24 CFR §982.517) item (d) Use of Utility Allowances Schedule, to now specify "The PHA must use the appropriate utility allowance for the lesser of the size of dwelling unit actually leased by the family or the family unit size as determined under the PHA subsidy standards." See HUD regulations for the exceptions.

**NOTE 5:** According to HUD's instructions provided with form HUD-52667, this form shall be reproduced by the Agency and given to families with their Voucher or subsequently in connection with any revisions. This form will provide the family, while shopping for a unit, with the amount of the allowances for various types of units for rent. With these allowances the family can compare gross rents and fair market rents. This form shall also be used by the Agency to record the actual allowance for each family and this form must be maintained in the tenant's file.

6. *Support Documentation*

Per HUD regulations (24 CFR 982.517(c)(1)), the Agency must maintain information supporting its annual review of utility allowances and any revisions made in its utility allowance schedule.

This report contains a copy of all such supporting documentation.

7. *Annual Update*

HUD regulations (24 CFR 982.517(c)(1)) state that housing authorities **must review its schedule of utility allowances each year**, and **must revise** its allowance for a utility category **if there has been a change of 10%** or more in the utility rate since the last time the utility allowance schedule was revised.

8. *Submission of Adopted Utility Allowance Schedule*

According to Section 8 Housing Choice Voucher Program HUD Regulations (24 CFR 982.517(a)(2)), a copy of the adopted utility allowance schedules (form HUD-52667) must be sent to your local HUD Field Office. At HUD's request, the Agency also must provide any information or procedures used in the preparation of the schedule.

9. *Reasonable Accommodations*

We have provided utility allowances for Reasonable Accommodations medical equipment.

If a family has a person with disabilities, and they need a higher utility allowance as a reasonable accommodation (in accordance with 24 CFR part 8, they may make a request to the housing agency. The housing agency must approve the higher utility allowance to make the program accessible to, and usable by, the family member with a disability (24 CFR 982.517(e)).

## **SURVEY AND STUDY RESULTS**

# SURVEY AND STUDY RESULTS

## SECTION 8 HOUSING CHOICE VOUCHER

### ANNUAL UPDATE 2025

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The HUD Regulation (24 CFR 982.517) requirement of a comparison of the utility providers' rates and charges was conducted and indicated a greater than 10% change in utility rates and charges since the 2024 study was conducted (refer to page 2, first paragraph, and/or the Comparison of Previous and Current Utility Rates, in the Support Documentation section of this report). Therefore, the **Housing Authority of the City of Pittsburg, CA** is updating utility allowances (using HUSM, conversion factors, and national averages) for electricity, natural gas, water, sewer, and trash collection for a **Section 8 HCV Multi-Family (Apartment/Row House/Townhouse/Semi-Detached/Duplex)** (0-6 bedrooms) and **Single-Family (Detached House)** (0-6bedrooms).

*This update study was conducted in accordance with HUD Regulations 24 CFR 982.517 Utility Allowance Schedule (Section 8 Housing Choice Voucher Program). HUSM-Ver13i\_813\_Summit-Update was used.*

The proposed Section 8 HCV Utility Allowances are shown in the following section on **2** forms HUD-52667.

**SECTION 8 UTILITY ALLOWANCE SCHEDULES  
(form HUD-52667)**

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169  
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA <b>Housing Authority of the City of Pittsburg, CA</b>		Unit Type: <b>Multi-Family (Apartment/Row House/Townhouse/Semi-Detached/Duplex)</b>					Date (mm/dd/yyyy)	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	Natural Gas <i>(Includes Climate Credit)</i>	\$25.00	\$32.00	\$36.00	\$41.00	\$45.00	\$47.00	\$52.00
	Bottle Gas							
	Electric	\$23.00	\$27.00	\$34.00	\$41.00	\$49.00	\$56.00	\$78.00
	Electric Heat Pump	\$20.00	\$23.00	\$28.00	\$31.00	\$35.00	\$38.00	\$41.00
	Fuel Oil							
Cooking	Natural Gas	\$7.00	\$7.00	\$11.00	\$13.00	\$18.00	\$20.00	\$22.00
	Bottle Gas							
	Electric	\$10.00	\$12.00	\$17.00	\$22.00	\$28.00	\$33.00	\$36.00
Other Electric	<i>(Includes Climate Credit)</i>	\$28.00	\$35.00	\$53.00	\$70.00	\$80.00	\$111.00	\$123.00
Air Conditioning		\$9.00	\$10.00	\$14.00	\$18.00	\$22.00	\$26.00	\$28.00
Water Heating	Natural Gas	\$13.00	\$15.00	\$22.00	\$29.00	\$37.00	\$44.00	\$48.00
	Bottle Gas							
	Electric	\$23.00	\$28.00	\$35.00	\$43.00	\$50.00	\$58.00	\$63.00
	Fuel Oil							
Water		\$62.00	\$63.00	\$74.00	\$85.00	\$96.00	\$109.00	\$119.00
Sewer		\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Trash Collection		\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
Range /Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
Unit Address					Cooking			
					Other Electric			
					Air Conditioning			
					Water Heating			
Number of Bedrooms					Water			
					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
					Refrigerator			
					Total			



adapted from form HUD-52667  
(04/2023)

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169  
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA <b>Housing Authority of the City of Pittsburg, CA</b>		Unit Type <b>Single-Family (Detached House)</b>					Date (mm/dd/yyyy)	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	Natural Gas <i>(Includes Climate Credit)</i>	\$38.00	\$47.00	\$54.00	\$58.00	\$65.00	\$71.00	\$78.00
	Bottle Gas							
	Electric	\$48.00	\$57.00	\$65.00	\$73.00	\$78.00	\$92.00	\$101.00
	Electric Heat Pump	\$28.00	\$34.00	\$40.00	\$45.00	\$50.00	\$54.00	\$59.00
	Fuel Oil							
Cooking	Natural Gas	\$7.00	\$7.00	\$11.00	\$13.00	\$18.00	\$20.00	\$22.00
	Bottle Gas							
	Electric	\$10.00	\$12.00	\$17.00	\$22.00	\$28.00	\$33.00	\$36.00
Other Electric	<i>(Includes Climate Credit)</i>	\$46.00	\$56.00	\$80.00	\$114.00	\$147.00	\$179.00	\$196.00
Air Conditioning		\$7.00	\$8.00	\$18.00	\$28.00	\$37.00	\$48.00	\$51.00
Water Heating	Natural Gas	\$18.00	\$20.00	\$29.00	\$37.00	\$46.00	\$55.00	\$59.00
	Bottle Gas							
	Electric	\$29.00	\$34.00	\$44.00	\$53.00	\$63.00	\$72.00	\$78.00
	Fuel Oil							
Water		\$62.00	\$63.00	\$74.00	\$85.00	\$96.00	\$109.00	\$119.00
Sewer		\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Trash Collection		\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
Range /Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
					Cooking			
					Other Electric			
					Air Conditioning			
Unit Address					Water Heating			
					Water			
					Sewer			
					Trash Collection			
					Other			
Number of Bedrooms					Range / Microwave			
					Refrigerator			
					Total			



adapted from form HUD-52667  
(04/2023)

## **Reasonable Accommodation Medical Equipment Allowances**

**Electric Provider: Pacific Gas & Electric (wtd avg)**

<b>Item</b>	<b>Hours per Day</b>	<b>Wattage</b>	<b>Monthly kWh</b>	<b>Energy Charge</b>	<b>Utility Allowance</b>
Oxygen Concentrator	18	400	223	0.246363	\$55.00
Nebulizer	2	75	5	0.246363	\$1.00
Electric Hospital Bed	0.2	200	1	0.246363	\$1.00
Alternating Pressure Pad	24	70	52	0.246363	\$13.00
Low Air-Loss Mattress	24	120	89	0.246363	\$22.00
Power Wheelchair/Scooter	3	360	33	0.246363	\$8.00
Feeding Tube Pump	24	120	89	0.246363	\$22.00
CPAP Machine	10	30	9	0.246363	\$2.00
Leg Compression Pump	24	30	22	0.246363	\$5.00
Dialysis Machine/Equipment	2	710	44	0.246363	\$11.00

### ***Oxygen Concentrator***

Use per day varies, assume 12-14 hours a day. The 5-Liter model uses 400 W, the 3-Liter model uses 320 W.

### ***Nebulizer***

A medicine delivery system used mostly for pediatric care. Used 4-6 times a day for 20 minutes at a time at 75W.

### ***Semi/Fully Electric Hospital Bed***

Use depends on adjustments. 200 W.

### ***Alternating Pressure Pad***

An air-filled mattress overlay. Used 24 hours a day for someone who is bed-ridden.

### ***Low Air-Loss Mattress***

Takes the place of mattress - air -filled pressurized mattress. Cycles air around every 15-20 minutes.

### ***Power Wheelchairs and Scooters***

Need to be charged approximately 8 hours every 3 days. Batteries are 120 V, 3 Amp, 360 W.

### ***Feeding Tube Pump (Continuous Feed)***

A pump delivers a constant amount of formula throughout the day or night.

### ***CPAP Machine***

For Sleep Apnea. Runs only at night for people who have a tendency to stop breathing at night. At maximum pressure use is 40 Watts. On average - 30 Watts

### ***Leg Compression Pump***

Provides intensive compression therapy. Use varies, generally from 8-24 hours daily.

### ***Dialysis Machine/Equipment (Small/Portable)***

Filters a patient's blood to remove excess water and waste products. Used 2 hours daily.

## **INSTRUCTIONS FOR HUD FORMS-52667 UTILITY ALLOWANCE SCHEDULE**

PHAs must maintain a completed HUD Form-52667 Utility Allowance Schedule for each unit type that is typical in the PHA's jurisdiction. The utility allowance schedule is based on the typical cost of utilities and services paid by energy conservation households that occupy housing of similar size and type in the same locality. In developing the schedule, the PHA must use normal patterns of consumption for the community as a whole and current utility rates.

This form includes the utilities that the PHA must consider: heating (space), cooking, other electric (e.g. lights, appliances, general usage), air conditioning (if the majority of housing units in the market provide centrally airconditioned units or there is appropriate wiring for tenant-installed air conditioners), water heating, water, sewer, trash, the cost to provide a range, and the cost to provide a refrigerator. This form includes several fuel types, however, the PHA is not required to have a utility allowance for every fuel type listed on the form. The PHA is only required to have an allowance for the fuel types that are typical in the PHA's jurisdiction.

Electric resistance vs. electric heat pump: The most recent update to the HUD-52667 includes "Electric Heat Pump" as a fuel type under "Heating". PHAs may choose to provide an allowance on the schedule for electric (resistance), electric heat pump, or both. Heat pumps are more efficient and are associated with lower consumption. By adding this to the form, HUD is not requiring PHAs to consider both. This is up to the PHA, however, the [HUD Utility Schedule Model](#) tool available on HUDUser.gov provides an allowance for both electric resistance and electric heat pump.

Determining Allowances: In general, PHAs use local sources of information on the cost of utilities and services, such as:

1. Electric utility suppliers
2. Natural gas utility suppliers
3. Water and sewer suppliers
4. Fuel oil and bottled gas suppliers
5. Public service commissions
6. Real estate and property management firms
7. State and local agencies
8. Appliance sales and leasing firms

PHAs may use the HUD Utility Schedule Model (HUSM) available on HUDUser.org to determine their Utility Allowance Schedules. The tool uses geographic-specific utility consumption rates combined with user entered data on utility rates to determine the overall monthly allowance

The public reporting burden for this information collection is estimated to be up to 0.25 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number.

**Privacy Act Statement:** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

Previous versions are obsolete.

**Form HUD-52667 (04/2023)**

# UTILITY ALLOWANCES MONTHLY FIXED CHARGES

## Form HUD-52667

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### **Explanation of Utility Provider Monthly Fixed Charges (Monthly Customer Credit)**

- Fact 1: Utility providers do not separate consumption usage like that required for the form HUD-52667 (by end-uses: Space Heating is Natural Gas; Cooking is Natural Gas; Water Heating is Natural Gas; or Space Heating is Electric; etc.).
- Fact 2: Most utility providers bill their customers a service charge that is not based on usage. Some utility providers have an ongoing monthly (or Semi-Annual) credit. It is added to (or subtracted from) the customer's bill each month. Even if the client does not use any utilities during the month, they are still billed a monthly service charge.
- Fact 3: Some utility providers have an ongoing customers credit (monthly or Semi-Annual).
- Fact 4: Per HUD regulations, Section 8 HCV Utility Allowances are based on the community as-a-whole. Your agency doesn't necessarily know in advance what utilities the tenant will have to pay, or whether the unit has natural gas appliances, bottle gas service, etc.

### **Service Fixed Charge (Monthly Customer Credit)**

Therefore, since the monthly customer credit is not based on consumption usage, it cannot be divided equally between the end-uses on the form HUD-52667. As these amounts represent a negative figure some agency's management programs will not allow the input of a negative number. Thus, the monthly credit needs to be subtracted from one of the end-uses. For electricity, the "Other Electric" end-use is best. For the Natural Gas, the space heating end-use is best.

### **Calculating Total Utility Allowances on form HUD-52667**

#### ***Natural Gas Service Monthly Credit***

When the total utility allowance is calculated for a particular unit which has natural gas appliances, if the tenant pays natural gas utilities, and the utility provider has a **monthly credit amount, the credit will be subtracted from the space "heating" allowances.**

#### ***Electric Service Monthly Credit***

All dwelling units are supplied with electricity. If the tenant pays for electric utilities and the electric utility provider has a **monthly credit amount, the credit will be subtracted from "other electric" allowances.**

## Description of Unit (Structure/Building) Types (Grouped by use of Energy)

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### 1. **Apartment/Walk-Up/Condominium/Garden Apartment/Low-Rise/Flat/Mid-Rise (Multi-Family) – 3 or More Units**

Building with a group of individual units with 2 or more common walls; attached to other units; separate entrances, and may have common staircases.

- Each building may have an end unit, inside unit, top unit, bottom unit, etc.
- Usually, but not always, have units on both sides of building.
- Apartments usually have one owner while condominiums are usually individually owned.

### 2. **High-Rise Apartment (Multi-Family) – 5 or More Units**

A multi-unit building; 5 or more stories; sharing one or more common entrances (may have elevator).

### 3. **Row House/Townhouse/Triplex/Fourplex/Multiplex (Multi-Family) - 3 or More Units**

An individual unit attached to other individual units; 1 or more common walls; separate ground level entrances; 1 or 2 story units.

- Each building will have end units and inside units.
- Fourplex units usually share 2 common walls; can be square-shaped or L-shaped.
- Triplex building can be V-shaped.

### 4. **Semi-Detached/Duplex (Multi-Family)**

Building with 2 individual housing units; with separate entrances; one common wall; 1 or 2 story units.

### 5. **Detached House (Single-Family)**

A detached building intended to house one family; sits on its own piece of land; not attached to another dwelling.

### 6. **Manufactured/Mobile Home (Single-Family)**

A detached movable or portable housing structure; at least 32 feet in length and over 8 feet in width; constructed to be towed on its own chassis and designed to be installed with or without a permanent foundation.

- May be 2 or more units fitted together to make one residence.

## **SECTION 8 CONSUMPTION SOURCES AND ADJUSTMENTS**

## SECTION 8 CONSUMPTION SOURCES AND ADJUSTMENTS

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We have utilized HUD's engineering-methodology tool for developing the base consumptions and utility allowances for the Section 8 Program. The Microsoft Excel spreadsheet HUD Utility Schedule Model (**HUSM-Ver13i\_813\_Summit-Update**) is available on HUD User's website.

**Note: HUSM-Ver13i\_813\_Summit-Update includes allowances for a Heat Pump for Electric space Heating. Only one type of Heating should be chosen for determining the total utility allowances for a unit.**

HUSM is a tool provided by HUD for use in Section 8 HCV utility allowances. HUD realizes there may be errors or discrepancies in the database regarding consumptions and adjustments, and expects the user to correct them as needed.

***The Nelrod Company and its ResidentLife Utility Allowance division assume no liability for discrepancies in the HUD HUSM Tool or from uses of the outcome data produced and utilized for utility allowances.***

**This tool provides for a choice of "None" (Standard), "Energy Star", "LEED", or "Significant Green Retrofit", utility allowances.**

The HUSM tool provides a choice of locations for the climatic adjustment of the base consumptions, by housing agency code or zip code. For agencies that cover more than one climatic zone, we utilize climatic data from the PHA\_Average\_HDD-CDD spreadsheet to determine the appropriate base consumptions.

**Water** average consumption is based on a national average, acquired via internet research, per building type and bedroom size.

Since HUSM only provides export of the results of the calculations on the form HUD-52667, we have provided in this report Cost of Consumption charts showing how the allowances are calculated for each applicable building type, fuel type and bedroom size.

### ***Tenant Purchased Refrigerator and/or Range:***

Allowances for ranges and refrigerators must be based on the lesser of the cost of leasing or installment purchasing of suitable equipment (reference Instructions to Form HUD-52667). This allowance is not intended to cover the cost of purchase or lease of the appliance. The maintenance of a landlord-provided appliance is the responsibility and cost

of the landlord. This allowance is provided to supplement the tenant-supplied appliance's maintenance cost.

This amount is added to the monthly utility allowance only if the dwelling unit was not furnished with a refrigerator, a range (stove), or for a SRO (Single Room Occupancy-studio unit) a microwave, and the tenant has had to purchase or lease the appliance(s). Note: An allowance cannot be given for both a range and a microwave.

**Range or Microwave (for SRO or Studio Units) Purchase/Lease**

\$450.00 (includes tax) @ 14.95% add-on interest for 60 months = \$11.00

**Refrigerator Purchase/Lease**

\$500.00 (includes tax) @ 14.95% add-on interest for 60 months = \$12.00

## **SECTION 8 CONSUMPTIONS**

# HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA

## Standard Schedule

Developed by  
ResidentLife Utility  
Allowances®

HUSM 13i for Section 8 Housing Choice Voucher Program

January 7, 2026

### Apartment - Total Monthly Consumptions

Utility or Service	Units	0BR	1BR	2BR	3BR	4BR	5BR	6BR
Heating with Natural Gas	therms	14	17	19	21	23	24	26
Heating with Electric Resistance	kWh	93	110	139	168	198	227	245
Heating with Electric Heat Pump	kWh	81	95	113	127	141	154	166
Cooking with Natural Gas	therms	3	3	5	6	8	9	10
Cooking with Electricity	kWh	41	48	70	91	113	134	145
Other Electric	kWh	154	182	253	324	395	466	503
Air Conditioning	kWh	35	41	58	74	90	106	114
Water Heating with Natural Gas	therms	6	7	10	13	17	20	22
Water Heating with Electricity	kWh	95	112	143	174	204	235	254

### Developed by ResidentLife Utility Allowances®

Water	gal	3600	3750	5250	6750	8250	9750	10750
Sewer	gal	3600	3750	5250	6750	8250	9750	10750

Based on research of national averages

# HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA

## Standard Schedule

Developed by  
ResidentLife  
Utility  
Allowances®

HUSM 13i for Section 8 Housing Choice Voucher Program

January 7, 2026

### Single-Family Detached House - Total Monthly Consumptions

Utility or Service	Units	0BR	1BR	2BR	3BR	4BR	5BR	6BR
Heating with Natural Gas	therms	20	24	27	29	32	35	38
Heating with Electric Resistance	kWh	195	230	263	296	329	362	391
Heating with Electric Heat Pump	kWh	115	136	161	181	201	221	239
Cooking with Natural Gas	therms	3	3	5	6	8	9	10
Cooking with Electricity	kWh	41	48	70	91	113	134	145
Other Electric	kWh	227	267	371	476	580	685	740
Air Conditioning	kWh	27	32	72	112	152	193	208
Water Heating with Natural Gas	therms	8	9	13	17	21	25	27
Water Heating with Electricity	kWh	119	140	178	217	256	294	318

### Developed by ResidentLife Utility Allowances®

Water	gal	3600	3750	5250	6750	8250	9750	10750
Sewer	gal	3600	3750	5250	6750	8250	9750	10750

Based on research of national averages

**UTILITY ALLOWANCE  
COST OF CONSUMPTION  
CALCULATIONS**

**HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA**  
**Section 8 HCV Program (Community-Wide)**

**UTILITY ALLOWANCE COST OF CONSUMPTION CALCULATIONS**  
**Standard Schedule**

**ELECTRICITY - Pacific Gas & Electric**

**UPDATE 2025**

**Building Type: Apartment**

A Climate Credit of \$-9.71 is included in the  
 'Other Electric, Lighting, Refrigeration, Etc' calculations.

**HEATING**

Monthly Average Unit Consumption KWH for all bedroom types - <b>Winter</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	93	110	139	168	198	227	245
Total Energy Charges (0-316) per kwh 0.246363	\$22.91	\$27.10	\$34.24	\$41.39	\$48.78	\$55.92	\$77.85
<b>Total Monthly Average Cost</b>	<b>\$22.91</b>	<b>\$27.10</b>	<b>\$34.24</b>	<b>\$41.39</b>	<b>\$48.78</b>	<b>\$55.92</b>	<b>\$77.85</b>

**HEAT PUMP**

Monthly Average Unit Consumption KWH for all bedroom types - <b>Winter</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	81	95	113	127	141	154	166
Total Energy Charges (0-316) per kwh 0.246363	\$19.96	\$23.40	\$27.84	\$31.29	\$34.74	\$37.94	\$40.90
<b>Total Monthly Average Cost</b>	<b>\$19.96</b>	<b>\$23.40</b>	<b>\$27.84</b>	<b>\$31.29</b>	<b>\$34.74</b>	<b>\$37.94</b>	<b>\$40.90</b>

**AIR CONDITIONING**

Monthly Average Unit Consumption KWH for all bedroom types - <b>Summer</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	35	41	58	74	90	106	114
Total Energy Charges (0-465) per kwh 0.246363	\$8.62	\$10.10	\$14.29	\$18.23	\$22.17	\$26.11	\$28.09
<b>Total Monthly Average Cost</b>	<b>\$8.62</b>	<b>\$10.10</b>	<b>\$14.29</b>	<b>\$18.23</b>	<b>\$22.17</b>	<b>\$26.11</b>	<b>\$28.09</b>

**COOKING**

Monthly Average Unit Consumption KWH for all bedroom types - <b>Year Round</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	41	48	70	91	113	134	145
Total Energy Chgs (0-366)(wtd avg) per kwh 0.246363	\$10.10	\$11.83	\$17.25	\$22.42	\$27.84	\$33.01	\$35.72
<b>Total Monthly Average Cost</b>	<b>\$10.10</b>	<b>\$11.83</b>	<b>\$17.25</b>	<b>\$22.42</b>	<b>\$27.84</b>	<b>\$33.01</b>	<b>\$35.72</b>

**OTHER ELECTRIC LIGHTING, REFRIGERATION, ETC.**

Monthly Average Unit Consumption KWH for all bedroom types - <b>Year Round</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	154	182	253	324	395	466	503
California Climate Credit per month -\$9.71	-\$9.71	-\$9.71	-\$9.71	-\$9.71	-\$9.71	-\$9.71	-\$9.71
Total Energy Chgs (0-366)(wtd avg) per kwh 0.246363	\$37.94	\$44.84	\$62.33	\$79.82	\$90.17	\$90.17	\$90.17
Total Energy Chgs (367-1464)(wtd avg) per kwh 0.308653						\$30.87	\$42.29
<b>Total Monthly Average Cost</b>	<b>\$28.23</b>	<b>\$35.13</b>	<b>\$52.62</b>	<b>\$70.11</b>	<b>\$80.46</b>	<b>\$111.33</b>	<b>\$122.75</b>

**WATER HEATING**

Monthly Average Unit Consumption KWH for all bedroom types - <b>Year Round</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	95	112	143	174	204	235	254
Total Energy Chgs (0-366)(wtd avg) per kwh 0.246363	\$23.40	\$27.59	\$35.23	\$42.87	\$50.26	\$57.90	\$62.58
<b>Total Monthly Average Cost</b>	<b>\$23.40</b>	<b>\$27.59</b>	<b>\$35.23</b>	<b>\$42.87</b>	<b>\$50.26</b>	<b>\$57.90</b>	<b>\$62.58</b>

**HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA**  
**Section 8 HCV Program (Community-Wide)**

**UTILITY ALLOWANCE COST OF CONSUMPTION CALCULATIONS**  
**Standard Schedule**

**ELECTRICITY - Pacific Gas & Electric**

**UPDATE 2025**

**Building Type: Detached House**

A Climate Credit of \$-9.71 is included in the  
 'Other Electric, Lighting, Refrigeration, Etc' calculations.

**HEATING**

Monthly Average Unit Consumption KWH for all bedroom types - <b>Winter</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	195	230	263	296	329	362	391
Total Energy Charges (0-316) per kwh 0.246363	\$48.04	\$56.66	\$64.79	\$72.92	\$77.85	\$77.85	\$77.85
Total Energy Charges (317-1264) per kwh 0.308653						\$14.20	\$23.15
<b>Total Monthly Average Cost</b>	<b>\$48.04</b>	<b>\$56.66</b>	<b>\$64.79</b>	<b>\$72.92</b>	<b>\$77.85</b>	<b>\$92.05</b>	<b>\$101.00</b>

**HEAT PUMP**

Monthly Average Unit Consumption KWH for all bedroom types - <b>Winter</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	115	136	161	181	201	221	239
Total Energy Charges (0-316) per kwh 0.246363	\$28.33	\$33.51	\$39.66	\$44.59	\$49.52	\$54.45	\$58.88
<b>Total Monthly Average Cost</b>	<b>\$28.33</b>	<b>\$33.51</b>	<b>\$39.66</b>	<b>\$44.59</b>	<b>\$49.52</b>	<b>\$54.45</b>	<b>\$58.88</b>

**AIR CONDITIONING**

Monthly Average Unit Consumption KWH for all bedroom types - <b>Summer</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	27	32	72	112	152	193	208
Total Energy Charges (0-465) per kwh 0.246363	\$6.65	\$7.88	\$17.74	\$27.59	\$37.45	\$47.55	\$51.24
<b>Total Monthly Average Cost</b>	<b>\$6.65</b>	<b>\$7.88</b>	<b>\$17.74</b>	<b>\$27.59</b>	<b>\$37.45</b>	<b>\$47.55</b>	<b>\$51.24</b>

**COOKING**

Monthly Average Unit Consumption KWH for all bedroom types - <b>Year Round</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	41	48	70	91	113	134	145
Total Energy Chgs (0-366)(wtd avg) per kwh 0.246363	\$10.10	\$11.83	\$17.25	\$22.42	\$27.84	\$33.01	\$35.72
<b>Total Monthly Average Cost</b>	<b>\$10.10</b>	<b>\$11.83</b>	<b>\$17.25</b>	<b>\$22.42</b>	<b>\$27.84</b>	<b>\$33.01</b>	<b>\$35.72</b>

**OTHER ELECTRIC LIGHTING, REFRIGERATION, ETC.**

Monthly Average Unit Consumption KWH for all bedroom types - <b>Year Round</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	227	267	371	476	580	685	740
California Climate Credit per month	-\$9.71	-\$9.71	-\$9.71	-\$9.71	-\$9.71	-\$9.71	-\$9.71
Total Energy Chgs (0-366)(wtd avg) per kwh	0.246363	\$55.92	\$65.78	\$90.17	\$90.17	\$90.17	\$90.17
Total Energy Chgs (367-1464)(wtd avg) per kwh	0.308653			\$33.95	\$66.05	\$98.46	\$115.44
<b>Total Monthly Average Cost</b>	<b>\$46.21</b>	<b>\$56.07</b>	<b>\$80.46</b>	<b>\$114.41</b>	<b>\$146.51</b>	<b>\$178.92</b>	<b>\$195.90</b>

**WATER HEATING**

Monthly Average Unit Consumption KWH for all bedroom types - <b>Year Round</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	119	140	178	217	256	294	318
Total Energy Chgs (0-366)(wtd avg) per kwh	0.246363	\$29.32	\$34.49	\$43.85	\$53.46	\$63.07	\$72.43
<b>Total Monthly Average Cost</b>	<b>\$29.32</b>	<b>\$34.49</b>	<b>\$43.85</b>	<b>\$53.46</b>	<b>\$63.07</b>	<b>\$72.43</b>	<b>\$78.34</b>

**HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA**  
**Section 8 HCV Program (Community-Wide)**

**UTILITY ALLOWANCE COST OF CONSUMPTION CALCULATIONS**  
**Standard Schedule**

**NATURAL GAS - Pacific Gas & Electric**

**UPDATE 2025**

**Building Type: Apartment**

A Climate Credit of \$-5.59 is included in the 'Heating' calculations.

**HEATING**

Monthly Average Unit Consumption ccf for all bedroom types - <b>Winter</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	14	17	19	21	23	24	26
California Climate Credit per month - \$5.59	-\$5.59	-\$5.59	-\$5.59	-\$5.59	-\$5.59	-\$5.59	-\$5.59
Total Energy Charges (0-50)(wtd avg) per ccf 2.19736	\$30.76	\$37.36	\$41.75	\$46.14	\$50.54	\$52.74	\$57.13
<b>Total Monthly Average Cost</b>	<b>\$25.17</b>	<b>\$31.77</b>	<b>\$36.16</b>	<b>\$40.55</b>	<b>\$44.95</b>	<b>\$47.15</b>	<b>\$51.54</b>

**COOKING**

Monthly Average Unit Consumption ccf for all bedroom types - <b>Year Round</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	3	3	5	6	8	9	10
Total Energy Charges (0-28)(wtd avg) per ccf 2.19736	\$6.59	\$6.59	\$10.99	\$13.18	\$17.58	\$19.78	\$21.97
<b>Total Monthly Average Cost</b>	<b>\$6.59</b>	<b>\$6.59</b>	<b>\$10.99</b>	<b>\$13.18</b>	<b>\$17.58</b>	<b>\$19.78</b>	<b>\$21.97</b>

**WATER HEATING**

Monthly Average Unit Consumption ccf for all bedroom types - <b>Year Round</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	6	7	10	13	17	20	22
Total Energy Charges (0-28)(wtd avg) per ccf 2.19736	\$13.18	\$15.38	\$21.97	\$28.57	\$37.36	\$43.95	\$48.34
<b>Total Monthly Average Cost</b>	<b>\$13.18</b>	<b>\$15.38</b>	<b>\$21.97</b>	<b>\$28.57</b>	<b>\$37.36</b>	<b>\$43.95</b>	<b>\$48.34</b>

**HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA**  
**Section 8 HCV Program (Community-Wide)**

**UTILITY ALLOWANCE COST OF CONSUMPTION CALCULATIONS**  
**Standard Schedule**

**NATURAL GAS - Pacific Gas & Electric**

**UPDATE 2025**

**Building Type: Detached House**

**A Climate Credit of \$-5.59 is included in the 'Heating' calculations.**

**HEATING**

Monthly Average Unit Consumption ccf for all bedroom types - <b>Winter</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	20	24	27	29	32	35	38
California Climate Credit per month - \$5.59	-\$5.59	-\$5.59	-\$5.59	-\$5.59	-\$5.59	-\$5.59	-\$5.59
Total Energy Charges (0-50)(wtd avg) per ccf 2.19736	\$43.95	\$52.74	\$59.33	\$63.72	\$70.32	\$76.91	\$83.50
<b>Total Monthly Average Cost</b>	<b>\$38.36</b>	<b>\$47.15</b>	<b>\$53.74</b>	<b>\$58.13</b>	<b>\$64.73</b>	<b>\$71.32</b>	<b>\$77.91</b>

**COOKING**

Monthly Average Unit Consumption ccf for all bedroom types - <b>Year Round</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	3	3	5	6	8	9	10
Total Energy Charges (0-28)(wtd avg) per ccf 2.19736	\$6.59	\$6.59	\$10.99	\$13.18	\$17.58	\$19.78	\$21.97
<b>Total Monthly Average Cost</b>	<b>\$6.59</b>	<b>\$6.59</b>	<b>\$10.99</b>	<b>\$13.18</b>	<b>\$17.58</b>	<b>\$19.78</b>	<b>\$21.97</b>

**WATER HEATING**

Monthly Average Unit Consumption ccf for all bedroom types - <b>Year Round</b>	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	8	9	13	17	21	25	27
Total Energy Charges (0-28)(wtd avg) per ccf 2.19736	\$17.58	\$19.78	\$28.57	\$37.36	\$46.14	\$54.93	\$59.33
<b>Total Monthly Average Cost</b>	<b>\$17.58</b>	<b>\$19.78</b>	<b>\$28.57</b>	<b>\$37.36</b>	<b>\$46.14</b>	<b>\$54.93</b>	<b>\$59.33</b>

**HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA**  
**Section 8 HCV Program (Community-Wide)**

**UTILITY ALLOWANCE COST OF CONSUMPTION CALCULATIONS**  
**Standard Schedule**

**WATER & SEWER - City of Pittsburg**  
**TRASH COLLECTION - Mt. Diablo Resource Recovery**

**UPDATE 2025**

**Building Type: All Building Types**

**WATER**

Monthly Average Unit Consumption gallons for all bedroom types	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	3600	3750	5250	6750	8250	9750	10750
Convert to CCF	<b>4.81</b>	<b>5.01</b>	<b>7.02</b>	<b>9.02</b>	<b>11.03</b>	<b>13.03</b>	<b>14.37</b>
Water Fixed Fee per month \$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00
Water Consumption Fee (0-12) per ccf \$5.42	\$26.07	\$27.15	\$38.05	\$48.89	\$59.78	\$65.04	\$65.04
Water Consumption Fee (over 12) per ccf \$7.48						\$7.70	\$17.73
<b>Total Monthly Average Cost</b>	<b>\$62.07</b>	<b>\$63.15</b>	<b>\$74.05</b>	<b>\$84.89</b>	<b>\$95.78</b>	<b>\$108.74</b>	<b>\$118.77</b>

**SEWER - Multi-Family**

Monthly Average Unit Consumption gallons for all bedroom types	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	3600	3750	5250	6750	8250	9750	10750
Convert to CCF	<b>4.81</b>	<b>5.01</b>	<b>7.02</b>	<b>9.02</b>	<b>11.03</b>	<b>13.03</b>	<b>14.37</b>
Sewer Fixed Fee per month \$13.50	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
<b>Total Monthly Average Cost</b>	<b>\$13.50</b>	<b>\$13.50</b>	<b>\$13.50</b>	<b>\$13.50</b>	<b>\$13.50</b>	<b>\$13.50</b>	<b>\$13.50</b>

**SEWER - Single-Family**

Monthly Average Unit Consumption gallons for all bedroom types	0BR	1BR	2BR	3BR	4BR	5BR	6BR
	3600	3750	5250	6750	8250	9750	10750
Convert to CCF	<b>4.81</b>	<b>5.01</b>	<b>7.02</b>	<b>9.02</b>	<b>11.03</b>	<b>13.03</b>	<b>14.37</b>
Sewer Fixed Fee per month \$15.79	\$15.79	\$15.79	\$15.79	\$15.79	\$15.79	\$15.79	\$15.79
<b>Total Monthly Average Cost</b>	<b>\$15.79</b>	<b>\$15.79</b>	<b>\$15.79</b>	<b>\$15.79</b>	<b>\$15.79</b>	<b>\$15.79</b>	<b>\$15.79</b>

**TRASH COLLECTION**

	0BR	1BR	2BR	3BR	4BR	5BR	6BR
Monthly Average Unit Consumption gallons for all bedroom types	1	1	1	1	1	1	1
Garbage Collection Rate per month \$61.71	\$61.71	\$61.71	\$61.71	\$61.71	\$61.71	\$61.71	\$61.71
<b>Total Monthly Charges</b>	<b>\$61.71</b>	<b>\$61.71</b>	<b>\$61.71</b>	<b>\$61.71</b>	<b>\$61.71</b>	<b>\$61.71</b>	<b>\$61.71</b>

# SUPPORT DOCUMENTATION

## **UTILITY PROVIDER RATES AND CHARGES**

**HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA**  
**SECTION 8 HCV PROGRAM**

**Utility Providers Residential Rates and Charges**  
**As of November 2025**

**ELECTRICITY**

**UPDATE 2025**

**Source: Pacific Gas & Electric**

800-743-5000

pge.com\*

<a href="#">CARE - EL-1 - Territory S</a>				
<b>California Climate Credit</b>	Per Month	<b>-\$9.71</b>	(semi-annual credit of \$58.23)	
Tiers*	kwh per day	Tier-1 (0%-100%)	Tier-2 (101%-400%)	
<b>Summer (June - September) (4)</b>	<b>15</b>	<b>0-465</b>	<b>466-1860</b>	
<b>Winter (October - May) (8)</b>	<b>10.2</b>	<b>0-316</b>	<b>317-1264</b>	
<b>Year Round Weighted Avg</b>	<b>11.8</b>	<b>0-366</b>	<b>367-1464</b>	
Energy Charge*	Per KWH	0.39834	0.49918	
D-CARE (-38.228%)	Per KWH	-0.152277	-0.190827	
Energy Commission Tax	Per KWH	0.0003	0.0003	
<b>Total Energy Charges</b>	Per KWH	<b>0.246363</b>	<b>0.308653</b>	

**NATURAL GAS**

**Source: Pacific Gas & Electric**

800-743-5000

pge.com\*

<a href="#">CARE - GL-1 - Territory S</a>				
<b>California Climate Credit</b>	Per Month	<b>-\$5.59</b>	(semi-annual credit of \$67.03)	
Tiers*	therms per day	Tier-1 (baseline)	Tier-2 (excess)	
<b>Summer (April - October) (7)</b>	<b>0.39</b>	<b>0-12</b>	<b>over 12</b>	
<i>Winter Off-Peak (Nov, Feb, Mar) (3)</i>	<i>1.38</i>	<i>0-43</i>	<i>over 43</i>	
<i>Winter On-Peak (Dec, Jan) (2)</i>	<i>1.94</i>	<i>0-60</i>	<i>over 60</i>	
<b>Winter (November - March)(wtd avg)(5)</b>	<b>1.6</b>	<b>0-50</b>	<b>over 50</b>	
<b>Year Round Weighted Avg</b>	<b>0.89</b>	<b>0-28</b>	<b>over 28</b>	
Energy Charge*	Per Therm	2.10819	2.51928	
Gas Public Program Purpose Surchg (G-PPPS)	Per Therm	0.08425	0.08425	
G-SUR Franchise Fee Surcharge	Per Therm	0.00238	0.00238	
CPUC Reimbursement Fee	Per Therm	0.00254	0.00254	
<b>Total Energy Charges</b>	Per Therm	<b>2.19736</b>	<b>2.60845</b>	

**HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA**  
**SECTION 8 HCV PROGRAM**

**WATER, SEWER & TRASH COLLECTION**

**Source: City of Pittsburg**

925-252-6900

pittsburgca.gov

& Call

<b>Water</b>			
Water Fixed Fee	Per Month	<b>\$36.00</b>	
	<b>Tiers*</b>	<b>0 - 12</b>	<b>over 12</b>
Water Consumption Fee*	Per CCF	<b>\$5.42</b>	<b>\$7.48</b>
<b>Sewer</b>			<i>Multi-Family</i>
Sewer Fixed Fee	Per Month	<b>\$13.50</b>	
<b>Sewer</b>			<i>Single Family</i>
Sewer Fixed Fee	Per Month	<b>\$15.79</b>	

**Source: Mt. Diablo Resource Recovery**

925-682-9113

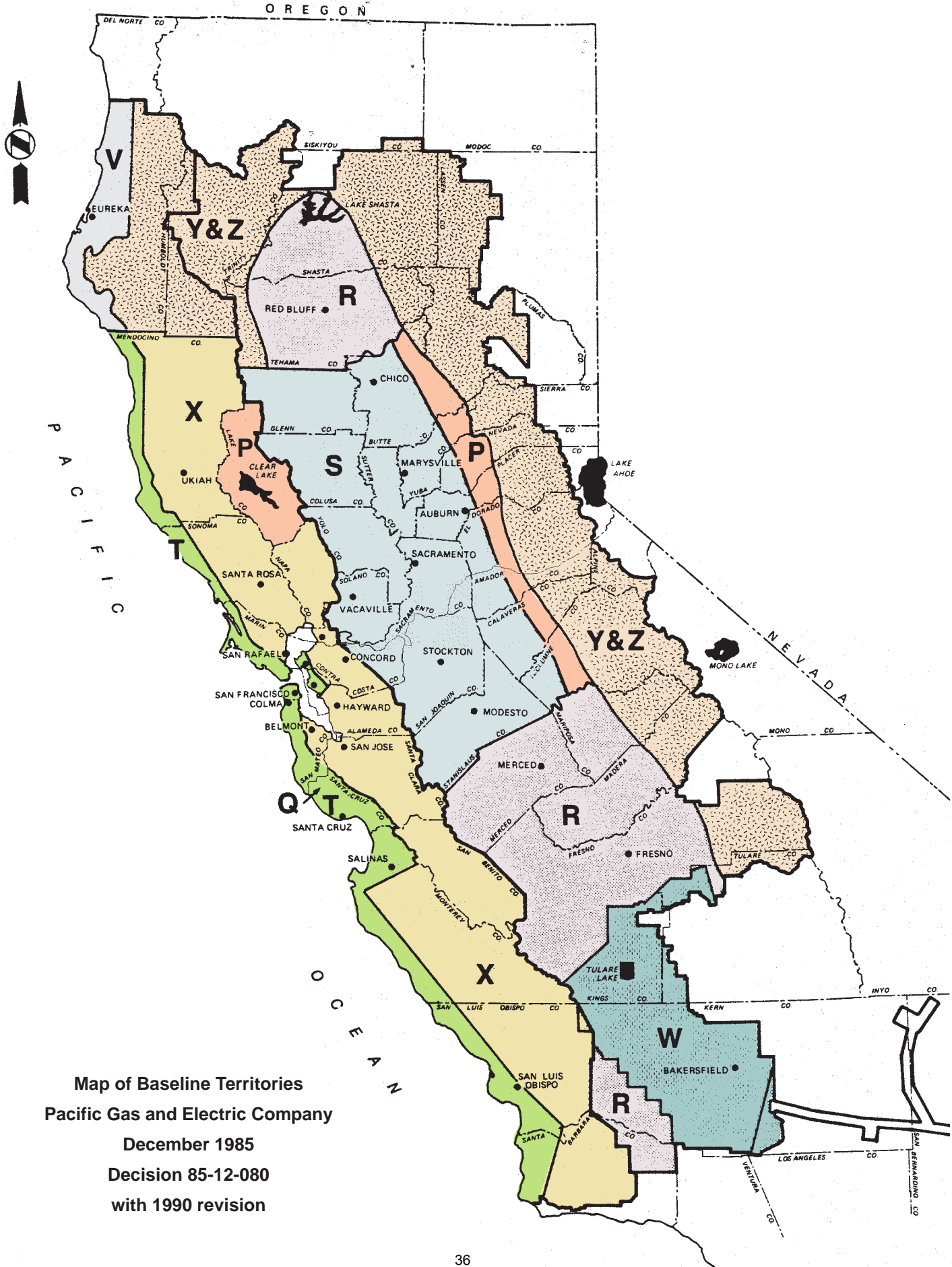
mddr.com

& Call

<b>Trash Collection</b>		
Garbage Collection Rate (64 gal)	Per Month	<b>\$61.71</b>

*effective 1/2026*

# UTILITY PROVIDER DOCUMENTATION



**Map of Baseline Territories**  
**Pacific Gas and Electric Company**  
 December 1985  
 Decision 85-12-080  
 with 1990 revision

COUNTY	CITY	ZIP CODE*
CONTRA COSTA	ALAMO	94507
	ANTIOCH	94509, 94531
	BAY POINT	94565
	BETHEL ISLAND	94511
	BRENTWOOD	94513
	BYRON	94505, 94514
	CANYON	94516
	CLAYTON	94517
	CONCORD	94518, 94519, 94520, 94521, 94522, 94523, 94524, 94527, 94529
	CROCKETT	94525
	DANVILLE	94506, 94526
	DIABLO	94528
	DISCOVERY BAY	94505, 94514
	EL CERRITO	94530
	EL SOBRANTE	94803
	HERCULES	94547
	KNIGHTSEN	94548
	LAFAYETTE	94549
	MARTINEZ	94553
	MORAGA	94556
	OAKLEY	94561
	ORINDA	94563
	PACHECO	94553
	PINOLE	94564
	PITTSBURG	94565
	PLEASANT HILL	94523
	PORT COSTA	94569
	RICHMOND	94801, 94802, 94803, 94804, 94805, 94806, 94807, 94808, 94850
	RODEO	94547, 94572
	SAN PABLO	94803, 94806
	SAN RAMON	94582, 94583
WALNUT CREEK	94595, 94596, 94597, 94598	

[Back to Map](#)



**ELECTRIC PRELIMINARY STATEMENT PART A**  
**DESCRIPTION OF SERVICE AREA & GENERAL REQUIREMENTS**

Sheet 1

A. DESCRIPTION OF SERVICE AREA AND GENERAL REQUIREMENTS

1. TERRITORY SERVED BY PG&E

- a. The Pacific Gas and Electric Company (PG&E) supplies electric service in all or portions of 47 counties in the northern and central part of the State of California. A map of counties and associated zip codes that PG&E provides service to can be found on PG&E's website at <http://www.pge.com/tariffs/> under electric maps. (N)  
(I)  
(N)
- b. The baseline territories used in the residential rate schedules are shown below for each county. Baseline territories correspond with elevation lines, unless specific boundaries were drawn to avoid dividing communities or neighborhoods as described in Section A.1.c. (T)  
(T)

County	Locations, Elevation Range or Description at c. Below	Baseline Territory Code
ALAMEDA	c.(1)(S)	S
	c.(1)(T)	T
	All Other	X
ALPINE*	All	Z
AMADOR	Under 1,500'	S
	1,500'-3,000'	P
	3,001'-6,000'	Y
	Over 6,000'	Z
BUTTE	Under 1,500'	S
	1,500'-3,000'	P
	3,001'-4,800'	Y
	Over 4,800'	Z
CALAVERAS	Under 1,500'	S
	1,500'-3,000'	P
	3,001'-6,000'	Y
	Over 6,000'	Z
COLUSA	All	S
CONTRA COSTA	c.(2)(S)	S
	c.(2)(T)	T
	All Other	X
EL DORADO*	Under 1,500'	S
	1,500'-3,000'	P
	3,001'-6,000'	Y
	Over 6,000'	Z
FRESNO*	Under 3,500'	R
	3,501'-6,500'	Y
	Over 6,500'	Z
GLENN	Under 3,000'	S
	Over 3,000'	Y
HUMBOLDT	c.(3)(V)	V
	All Other	Y
KERN*	Under 1,000'	W
	Over 1,000'	R
KINGS*	All	W
LAKE*	All	P
LASSEN*	Under 4,800'	Y
	Over 4,800'	Z

\*Pertains to PG&E electric service area only.

(Continued)

**Pacific Gas and Electric Company**  
**Residential and Time-of-Use Electric Rates**  
 (Rate Schedules E1, EM, ES, ET, E6, EM-TOU, E-TOU-B, E-TOU-C, E-TOU-D)

Rates Effective:  
 September 1, 2025 – Present

Rate Schedule	Rate Design	Delivery Minimum Bill Amount <sup>1/</sup> (\$ per meter per day)	Discount (\$ per dwelling unit per day)	Minimum Average Rate Limiter (\$ per kWh per month)	Energy Charge <sup>2/</sup> (\$/kWh)			D-CARE <sup>3/</sup> Line-Item Discount for California Alternate Rates for Energy (CARE) Customers	California Climate Credit <sup>4/</sup> (March & Oct Bill)	"Average" Bundled Total Rate <sup>5/</sup> (\$ per kWh)	
					Tier 1 Usage (0% - 100% of Baseline) <sup>6/</sup>	Tier 2 Usage (101% - 400% of Baseline) <sup>6/</sup>	Tier 2 Usage Continued (Over 400% of Baseline) <sup>6/</sup>				
<b>Residential Schedules: E-1, EM, ES, ESR, ET</b>	Tiered Energy Charges	\$0.40317	ES = \$0.02678 ET = \$0.11644	\$0.04892	\$0.39834	\$0.49918	\$0.49918	-0.382%	(\$58.23)	\$0.42181	
Rate Schedule	Rate Design	Delivery Minimum Bill Amount <sup>1/</sup> (\$ per meter per day)	Total Meter Charge Rate <sup>7/</sup> (\$ per meter per day)	Season	Time-of-Use Period	Energy Charge <sup>2/</sup> (\$/kWh)		D-CARE <sup>3/</sup> Line-Item Discount for California Alternate Rates for Energy (CARE) Customers	California Climate Credit <sup>4/</sup> (April & Oct Bill)	"Average" Bundled Total Rate <sup>5/</sup> (\$ per kWh)	
						Total Usage	Baseline Credit (Applied to Baseline Usage Only)				
<b>Residential Time-of-Use Rate Schedule E-TOU-B <sup>8/</sup> (4-9 p.m.)</b>	Time-of-Day Winter and Summer Peak and Off-Peak Energy Charges	\$0.40317	-		Summer	Peak Off-Peak	\$0.57681 \$0.45375	- -	-0.382%	(\$58.23)	\$0.42181
					Winter	Peak Off-Peak	\$0.44018 \$0.40138	- -			
<b>Residential Time-of-Use Rate Schedule E-TOU-C <sup>9/</sup> and Rate Schedule EM-TOU <sup>10/</sup> (Peak Pricing 4 - 9 p.m. Every Day)</b>	Time-of-Use Winter and Summer Peak and Off-Peak Energy Charges	\$0.40317	\$0.25298		Summer	Peak Off-Peak	\$0.61457 \$0.49157	(\$0.10084) (\$0.10084)	-0.382%	(\$58.23)	\$0.42181
					Winter	Peak Off-Peak	\$0.48974 \$0.45974	(\$0.10084) (\$0.10084)			
<b>Residential Time-of-Use NEW Rate Schedule E-TOU-D <sup>11/</sup> (Peak Pricing 5 - 8 p.m. Non-Holiday Weekdays)</b>	Time-of-Use Winter and Summer Peak and Off-Peak Energy Charges	\$0.40317	-		Summer	Peak Off-Peak	\$0.56158 \$0.42662	- -	-0.382%	(\$58.23)	\$0.42181
					Winter	Peak Off-Peak	\$0.47198 \$0.43337	- -			

<sup>1/</sup> Customers will receive a 50% discount on the delivery minimum bill amount, if applicable. See Electric Schedule D-CARE for further details.  
<sup>2/</sup> See Actual Tariff for details on possible medical baseline allowances.  
<sup>3/</sup> Customers will receive a 34.964 percent discount on their total bundled charges on their otherwise applicable rate schedule (except CA Climate Credit). See Electric Schedule D-CARE for further details.  
<sup>4/</sup> Residential bill credit per household, per semi-annual payment occurring in the March 2023 (per Advice Letter 6863-E) and October bill cycles.  
<sup>5/</sup> Average bundled rates based on estimated forecast. Average rates provided only for general reference, and individual customer's average rate will depend on its applicable kWh, and TOU data.  
<sup>6/</sup> For Baseline Territory and Quantity information, please view second tab in this file, additional online table or rate schedule in Online Tariff Book.  
<sup>7/</sup> In addition to the Delivery Minimum Bill Amount.  
<sup>8/</sup> E-TOU Option A was discontinued December 31, 2020 (see AL#4805-E-A). This Schedule renamed to E-TOU-B effective January 1, 2021.  
<sup>9/</sup> For Rate Schedule E-TOU-C the Total Meter Charge does not apply.  
<sup>10/</sup> Effective October 1, 2023, Rate Schedule EM-TOU was restructured with Peak and Off-Peak only. See Advice Letter 7016-E for further details. This was the only change for October 1, 2023. All other rates/tabs remain unchanged.  
<sup>11/</sup> New Schedule, effective May 1, 2020, see tariff and Advice Letter 5661-E-B, for further details.

**NOTE: Rate Schedule E-6 was eliminated March 1, 2024, due to Advice Letter 7191-E.**

**NOTE - Summer Season:** June-September **Winter Season:** October-May  
**This table provided for comparative purposes only. See current tariffs for full information regarding rates, application, eligibility and additional options.**  
**NOTE - ABOVE Rates are Total Bundled Rates and Total Bundled Time-of-Use Rates**

**Only Format Change to this Table, now Electric Vehicle Rates and NEW Electric Technology Rates on Next/New Tab labeled accordingly.**  
 Advice Letter 6603-E-A, implemented new Baseline Quantities



**ELECTRIC SCHEDULE D-CARE** Sheet 1  
**LINE-ITEM DISCOUNT FOR CALIFORNIA ALTERNATE RATES FOR ENERGY (CARE)**  
**CUSTOMERS**

**APPLICABILITY:** This schedule is applicable to single-phase and polyphase residential service in single-family dwellings and in flats and apartments separately metered by PG&E and domestic submetered tenants residing in multifamily accommodations, mobilehome parks and to qualifying recreational vehicle parks and marinas and to farm service on the premises operated by the person whose residence is supplied through the same meter, where the applicant qualifies for California Alternate Rates for Energy (CARE) under the eligibility and certification criteria set forth in Electric Rule 19.1. CARE service is available on Schedules E-1, E-TOU-C, E-TOU-D, EV2, E-ELEC, EM, ES, ESR, ET and EM-TOU. (T)

**TERRITORY:** This rate schedule applies everywhere PG&E provides electric service.

**RATES:** Customers taking service on this rate schedule whose otherwise applicable rate schedule has no Delivery Minimum Bill Amount (Schedule E-ELEC) will receive a CARE percentage discount of 38.228% (R) on their total bundled charges (except for the California Climate Credit, which will not be discounted). Customers taking service on this rate schedule whose otherwise applicable rate schedule has a Delivery Minimum Bill Amount (all other schedules) will receive a CARE percentage discount ("A" or "C" below) on their total bundled charges less charges from which they are exempt (Wildfire Fund Charge, Recovery Bond Charge, Recovery Bond Credit, Wildfire Hardening Charge, and the CARE surcharge portion of the public purpose program charge used to fund the CARE discount) on their otherwise applicable rate schedule (except for the California Climate Credit, which will not be discounted) and also will receive a percentage discount ("B" or "D" below) on the delivery minimum bill amount, if applicable. The CARE discount will be calculated for direct access and community choice aggregation customers based on the total charges as if they were subject to bundled service rates. Discounts will be applied as a reduction to distribution charges. These conditions also apply to master-metered customers and to qualified sub-metered tenants where the master-meter customer is jointly served under PG&E's Rate Schedule D-CARE and either Schedule EM, ES, ESR, ET, or EM-TOU.

For master-metered customers where one or more of the submetered tenants qualifies for CARE rates under the eligibility and certification criteria set forth in Rule 19.1, 19.2, or 19.3, the CARE discount is equal to a percentage ("C" below) of the total bundled charges, multiplied by the number of CARE units divided by the total number of units. In addition, master-metered customers eligible for D-CARE will receive a percentage discount ("D" below) on the delivery minimum bill amount, if applicable.

It is the responsibility of the master-metered customer to advise PG&E within 15 days following any change in the number of dwelling units and/or any decrease in the number of qualifying CARE applicants that results when such applicants move out of their submetered or non-submetered dwelling unit, or submetered permanent-residence RV or permanent-residence boat.

(Continued)

<i>Advice</i>	7747-E	<i>Issued by</i>	<i>Submitted</i>	October 31, 2025
<i>Decision</i>	D.19-07-004	<b>Shilpa Ramaiya</b>	<i>Effective</i>	October 31, 2025
		<i>Vice President</i>	<i>Resolution</i>	



**ELECTRIC PRELIMINARY STATEMENT PART K  
ENERGY COMMISSION TAX**

Sheet 1

**K. ENERGY COMMISSION TAX:**

The California legislature established the Energy Commission tax in 1975. The State Board of Equalization administers the tax, pursuant to current Sections 40001 et seq., of the Revenue and Taxation Code of the State of California. The tax provides additional funding for the California Energy Commission.

PG&E is required to collect the Energy Resources Surcharge Tax pursuant to Part 19 of Division 2 of the California Revenue and Taxation Code. The tax will be stated as a separate item on the billing statement. It is currently fixed at \$0.00030 per kilowatthour. This tax rate is subject to revision from time to time by the Energy Commission, subject to a statutory maximum. The tax does not apply to the federal government and certain other agencies as described in the above section of the Revenue and Taxation Code. (T)

Advice 5444-E  
Decision 18-08-013

Issued by  
**Robert S. Kenney**  
Vice President, Regulatory Affairs

Submitted December 18, 2018  
Effective January 1, 2019  
Resolution \_\_\_\_\_

# Residential ELECTRIC

## Baseline Territories and Quantities

Effective June 1, 2022 - Present

### Winter <sup>2/</sup>

(Effective beginning October 1, 2022)

TERRITORY	INDIVIDUALLY METERED (E-1, ES, ET, E-6, ESR, E-TOU-C <sup>4/</sup> and CARE)	MASTER METERED (EM, EM-TOU and CARE)
<b>ALL-ELEC.</b> (Code H)	Daily <sup>1/</sup>	Daily <sup>1/</sup>
P	26.0	15.3
Q	26.0	15.3
R	26.7	12.9
S	23.7	12.4
T	12.9	8.6
V	19.1	10.6
W	19.0	11.2
X	14.6	12.3
Y	24.0	13.7
Z	15.7	9.0
<b>BASIC ELEC.</b> (Code B)	Daily <sup>1/</sup>	Daily <sup>1/</sup>
P	11.0	4.8
Q	11.0	4.8
R	10.4	4.9
S	10.2 <small>Tier 1: 10.2*31= (0-316) Tier 2: 316*400= (317-1264)</small>	5.0
T	7.5	4.1
V	8.1	4.6
W	9.8	5.0
X	9.7	5.4
Y	11.1	7.6
Z	7.8	5.2

### Summer <sup>3/</sup>

(Effective beginning June 1, 2022)

TERRITORY	INDIVIDUALLY METERED (E-1, ES, ET, E-6, ESR, E-TOU-C <sup>4/</sup> and CARE)
<b>ALL-ELEC.</b> (Code H)	Daily <sup>1/</sup>
P	15.2
Q	8.5
R	19.9
S	17.8
T	7.1
V	10.4
W	22.4
X	8.5
Y	12.0
Z	6.7
<b>BASIC ELEC.</b> (Code B)	Daily <sup>1/</sup>
P	13.5
Q	9.8
R	17.7
S	15.0 <small>Tier 1: 15*31= (0-465) Tier 2: 465*400= (466-1860)</small>
T	6.5
V	7.1
W	19.2
X	9.8
Y	10.5
Z	5.9

<sup>1/</sup>kWh per day

<sup>2/</sup> Winter Season: October-May

<sup>3/</sup> Summer Season: June-September

<sup>4/</sup> E-TOU-C - These quantities of electricity are to be used to define usage eligible for the baseline credit

**Pacific Gas and Electric Company**  
**Residential Non-CARE and CARE Gas Tariff Rates**  
**January 1, 2024, to December 31, 2025**  
**(\$/therm)<sup>1/</sup>**

Effective Date	Advice Letter Number	Minimum Transportation Charge <sup>2/</sup> (per day)	Procurement Charge	Transportation Charge <sup>2/</sup>		TOTAL Residential Non-CARE Schedules Charge <sup>3/</sup>		CARE CSI Solar Exemption <sup>4/</sup>	CARE Discount		TOTAL Residential CARE Schedules Charge <sup>3/</sup>		Schedule G-PPPS (Public Purpose Program Surcharge) <sup>3/</sup>		Multifamily Discount <sup>5/</sup>	Mobilehome Park Discount <sup>6/</sup>	California Climate Credit <sup>7/</sup> (Annual Bill Credit)	
				(Non-CARE)		(CARE)		(CARE)	(CARE)		(Non-CARE)	(CARE)	(GS & GSL)	(GT & GTL)				(All Res Schedules)
				Baseline	Excess	Baseline	Excess	Baseline/Excess	Baseline	Excess	Baseline	Excess	Baseline	Excess				
01/01/24	4847-G	\$0.13151	\$0.75508	\$1.68380	\$2.11157	\$2.43888	\$2.86665	(\$0.00387)	(\$0.48700)	(\$0.57256)	\$1.94801	\$2.29022	\$0.11051	\$0.06070	\$0.13432	\$0.34094	not applicable	
02/01/24	4858-G	\$0.13151	\$0.67363	\$1.72112	\$2.15814	\$2.39475	\$2.83177	(\$0.00387)	(\$0.47818)	(\$0.56558)	\$1.91270	\$2.26232	\$0.11051	\$0.06070	\$0.13432	\$0.34094	not applicable	
03/01/24	4872-G	\$0.13151	\$0.44671	\$1.72112	\$2.15814	\$2.16783	\$2.60485	(\$0.00387)	(\$0.43279)	(\$0.52020)	\$1.73117	\$2.08078	\$0.11051	\$0.06070	\$0.13432	\$0.34094	not applicable	
04/01/24	4882-G	\$0.13151	\$0.11949	\$1.74708	\$2.19053	\$1.86657	\$2.31002	(\$0.00387)	(\$0.37254)	(\$0.46123)	\$1.49016	\$1.84492	\$0.11051	\$0.06070	\$0.13432	\$0.34094	(\$85.46)	
05/01/24	4900-G	\$0.13151	\$0.13885	\$1.74708	\$2.19053	\$1.88593	\$2.32938	(\$0.00387)	(\$0.37641)	(\$0.46510)	\$1.50565	\$1.86041	\$0.11051	\$0.06070	\$0.13432	\$0.34094	not applicable	
06/01/24	4919-G	\$0.13151	\$0.22584	\$1.74708	\$2.19053	\$1.97292	\$2.41637	(\$0.00387)	(\$0.39381)	(\$0.48250)	\$1.57524	\$1.93000	\$0.11051	\$0.06070	\$0.13432	\$0.34094	not applicable	
07/01/24	4926-G	\$0.13151	\$0.41583	\$1.74708	\$2.19053	\$2.16291	\$2.60636	(\$0.00387)	(\$0.43181)	(\$0.52050)	\$1.72723	\$2.08199	\$0.11051	\$0.06070	\$0.13432	\$0.34094	not applicable	
08/01/24	4947-G	\$0.13151	\$0.55196	\$1.74708	\$2.19053	\$2.29904	\$2.74249	(\$0.00387)	(\$0.45903)	(\$0.54772)	\$1.83614	\$2.19090	\$0.11051	\$0.06070	\$0.13432	\$0.34094	not applicable	
09/01/24	4962-G	\$0.13151	\$0.44232	\$1.94995	\$2.44371	\$2.39227	\$2.88603	(\$0.00423)	(\$0.47761)	(\$0.57636)	\$1.91043	\$2.30544	\$0.11051	\$0.06070	\$0.13432	\$0.34094	not applicable	
10/01/24	4975-G	\$0.13151	\$0.35402	\$1.94995	\$2.44371	\$2.30397	\$2.79773	(\$0.00423)	(\$0.45995)	(\$0.55870)	\$1.83979	\$2.23480	\$0.11051	\$0.06070	\$0.13432	\$0.34094	not applicable	
11/01/24	4988-G	\$0.13151	\$0.45334	\$1.94995	\$2.44371	\$2.40329	\$2.89705	(\$0.00423)	(\$0.47981)	(\$0.57856)	\$1.91925	\$2.31426	\$0.11051	\$0.06070	\$0.13432	\$0.34094	not applicable	
12/01/24	5003-G	\$0.13151	\$0.52853	\$1.94995	\$2.44371	\$2.47848	\$2.97224	(\$0.00423)	(\$0.49485)	(\$0.59360)	\$1.97940	\$2.37441	\$0.11051	\$0.06070	\$0.13432	\$0.34094	not applicable	
01/01/25	5012-G	\$0.13151	\$0.51168	\$2.11999	\$2.63697	\$2.63167	\$3.14865	(\$0.00380)	(\$0.52557)	(\$0.62897)	\$2.10230	\$2.51588	\$0.14324	\$0.08425	\$0.13432	\$0.34094	not applicable	
02/01/25	5026-G	\$0.13151	\$0.46553	\$2.11999	\$2.63697	\$2.58552	\$3.10250	(\$0.00380)	(\$0.51634)	(\$0.61974)	\$2.06538	\$2.47896	\$0.14324	\$0.08425	\$0.13432	\$0.34094	not applicable	
03/01/25	5037-G	\$0.13151	\$0.34292	\$2.11999	\$2.63697	\$2.46291	\$2.97989	(\$0.00380)	(\$0.49182)	(\$0.59522)	\$1.96729	\$2.38087	\$0.14324	\$0.08425	\$0.13432	\$0.34094	not applicable	
04/01/25	5046-G	\$0.13151	\$0.24481	\$2.11999	\$2.63697	\$2.36480	\$2.88178	(\$0.00380)	(\$0.47220)	(\$0.57560)	\$1.88880	\$2.30238	\$0.14324	\$0.08425	\$0.13432	\$0.34094	(\$67.03)	
05/01/25	5061-G	\$0.13151	\$0.28730	\$2.11999	\$2.63697	\$2.40729	\$2.92427	(\$0.00380)	(\$0.48070)	(\$0.58409)	\$1.92279	\$2.33638	\$0.14324	\$0.08425	\$0.13432	\$0.34094	not applicable	
06/01/25	5071-G	\$0.13151	\$0.34392	\$2.11999	\$2.63697	\$2.46391	\$2.98089	(\$0.00380)	(\$0.49202)	(\$0.59542)	\$1.96809	\$2.38167	\$0.14324	\$0.08425	\$0.13432	\$0.34094	not applicable	
07/01/25	5080-G	\$0.13151	\$0.34096	\$2.11999	\$2.63697	\$2.46095	\$2.97793	(\$0.00380)	(\$0.49143)	(\$0.59483)	\$1.96572	\$2.37930	\$0.14324	\$0.08425	\$0.13432	\$0.34094	not applicable	
08/01/25	5089-G	\$0.13151	\$0.33270	\$2.11877	\$2.63545	\$2.45147	\$2.96815	(\$0.00380)	(\$0.48953)	(\$0.59287)	\$1.95814	\$2.37148	\$0.14324	\$0.08425	\$0.13432	\$0.34094	not applicable	
09/01/25	5102-G	\$0.13151	\$0.38641	\$2.10698	\$2.62084	\$2.49339	\$3.00725	(\$0.00380)	(\$0.49792)	(\$0.60069)	\$1.99167	\$2.40276	\$0.14324	\$0.08425	\$0.13432	\$0.34094	not applicable	
10/01/25	5115-G	\$0.13151	\$0.41601	\$2.10698	\$2.62084	\$2.52299	\$3.03685	(\$0.00380)	(\$0.50384)	(\$0.60661)	\$2.01535	\$2.42644	\$0.14324	\$0.08425	\$0.13432	\$0.34094	not applicable	
11/01/25	5136-G	\$0.13151	\$0.53206	\$2.10698	\$2.62084	\$2.63904	\$3.15290	(\$0.00380)	(\$0.52705)	(\$0.62982)	\$2.10819	\$2.51928	\$0.14324	\$0.08425	\$0.13432	\$0.34094	not applicable	

<sup>1/</sup> Unless otherwise noted

<sup>2/</sup> Effective July 1, 2005, the Transportation Charge will be no less than the Minimum Transportation Charge of \$0.13151 (per day). Applicable to Rate Schedule G-1 only and does not apply to submetered tenants of master-metered customers served under gas Rate Schedule GS and GT. -\$67.03/ 12 = \$5.59

<sup>3/</sup> Schedule G-PPPS (Public Purpose Program Surcharge) needs to be added to the TOTAL Non-CARE Charge and TOTAL CARE Charge for bill calculation. See Schedule G-PPPS for details and exempt customers.

<sup>4/</sup> CARE Schedules include California Solar Initiative (CSI) Exemption in accordance with Advice Letter 3257-G-A.

<sup>5/</sup> Per dwelling unit per day (Multifamily Service).

<sup>6/</sup> Per installed space per day (Mobilehome Park Service).

<sup>7/</sup> Residential bill credit of (\$67.03) per household, annual bill credit occurring in the April 2025 bill cycle.

**Seasons: Winter = Nov-Mar Summer = April-Oct**

Pacific Gas and Electric Company

Schedule G-SUR  
Customer-Procured Gas Franchise Fee Surcharge  
January 1, 2019, to Present  
(\$/therm)

Month	Year 2025		Year 2024		Year 2023		Year 2022		Year 2021		Year 2020	
	Effective Date	Rate	Effective Date	Rate	Effective Date	Rate	Effective Date	Rate	Effective Date	Rate	Effective Date	Rate
January	1/1	\$0.00327	1/1	\$0.00319	1/1	\$0.00973	1/1	\$0.00447	1/1	\$0.00262	1/1	\$0.00238
February	2/1	\$0.00335	2/1	\$0.00358	2/1	\$0.00752	2/1	\$0.00494	2/1	\$0.00265	2/1	\$0.00195
March	3/1	\$0.00228	3/1	\$0.00164	3/1	\$0.00298	3/1	\$0.00440	3/1	\$0.00281	3/1	\$0.00147
April	4/1	\$0.00254	4/1	\$0.00162	4/1	\$0.00303	4/1	\$0.00408	4/1	\$0.00246	4/1	\$0.00134
May	5/1	\$0.00207	5/1	\$0.00121	5/1	\$0.00211	5/1	\$0.00551	5/1	\$0.00240	5/1	\$0.00135
June	6/1	\$0.00178	6/1	\$0.00096	6/1	\$0.00154	6/1	\$0.00590	6/1	\$0.00252	6/1	\$0.00147
July	7/1	\$0.00102	7/1	\$0.00033	7/1	\$0.00156	7/1	\$0.00577	7/1	\$0.00216	7/1	\$0.00135
August	8/1	\$0.00052	8/1	\$0.00010	8/1	\$0.00103	8/1	\$0.00327	8/1	\$0.00219	8/1	\$0.00139
September	9/1	\$0.00053	9/1	\$0.00037	9/1	\$0.00201	9/1	\$0.00421	9/1	\$0.00234	9/1	\$0.00195
October	10/1	\$0.00148	10/1	\$0.00091	10/1	\$0.00196	10/1	\$0.00482	10/1	\$0.00407	10/1	\$0.00163
November	11/1	\$0.00238	11/1	\$0.00244	11/1	\$0.00330	11/1	\$0.00540	11/1	\$0.00506	11/1	\$0.00265
December			12/1	\$0.00339	12/1	\$0.00597	12/1	\$0.00650	12/1	\$0.00512	12/1	\$0.00277

Please see Rate Schedule G-SUR for further details.

\*Unhide Cells N-AX to see Years 1997-2018



**GAS PRELIMINARY STATEMENT PART O**  
**CPUC REIMBURSEMENT FEE**

Sheet 1

O. CPUC REIMBURSEMENT FEE

1. REIMBURSEMENT FEE

- a. PURPOSE: The purpose of this provision is to set forth the Public Utilities Commission Reimbursement Fee (Chapter 323, Statutes of 1983) to be paid by utilities to fund regulation by the California Public Utilities Commission (CPUC) (Public Utilities Code, Sections 401-443). The fee is ordered by the CPUC under Section 433. Surcharge fees shall be forwarded to the CPUC on a quarterly basis between the 1st and the 15th days of October, January, April and July.
  - b. APPLICABILITY: This reimbursement fee applies to all gas delivery service rendered under all rate schedules and contracts authorized by the CPUC, with the exception of interdepartmental sales or transfers, and sales to electric, gas, or steam heat public utilities. It is applicable within the entire territory served by the company.
  - c. The current CPUC Reimbursement Fee Rate is \$0.00254 per therm including Revenue Fees and Uncollectible (RF&U) accounts expense for all applicable gas rate schedules (see Preliminary Statement, Part B), except for gas rate schedule G-EG (Electric Generation) (I)
- The current CPUC Reimbursement Fee Rate for gas rate schedule G-EG is \$0.00034 per therm including RF&U as adopted in PG&E's 2010 Biennial Cost Allocation Proceeding Decision 10-06-035. (I)

2. MASTER-METERED MOBILEHOME PARK SAFETY PROGRAM SURCHARGE

- a. PURPOSE: The purpose of this provision is to set forth the CPUC Mobilehome Park Safety Inspection and Enforcement Program Surcharge to be paid by mobilehome park operators with master-metered natural gas distribution systems. The surcharge will recover the CPUC's costs to implement and maintain a safety inspection and enforcement program as mandated by the CPUC under the authority granted by Public Utility Code Sections 4351-4358. Surcharge fees shall be forwarded to the CPUC on a quarterly basis between the 1st and 15th days of October, January, April and July.
- b. APPLICABILITY: This surcharge applies to all gas delivery service provided to all master-metered mobilehome parks on Schedules GM, GML, GT, GTL and G-NR1.
- c. RATE: The Master-Metered Mobilehome Park Safety Program Surcharge is \$0.00691 per installed space per day (\$0.21 per installed space per month). This rate is included in Schedule G-MHPS.

# Residential GAS Baseline Territories and Quantities <sup>1/</sup>

**Effective April 1, 2022 - Present**

BASELINE QUANTITIES (Therms **Per Day** Per Dwelling Unit)

<b>Individually Metered</b>			
<b>Baseline Territories</b>	<b>Summer (April-October) Effective Apr. 1, 2022</b>	<b>Winter Off-Peak (Nov, Feb, Mar) Effective Nov. 1, 2022</b>	<b>Winter On-Peak (Dec, Jan) Effective Dec. 1, 2022</b>
P	0.39	1.88	2.19
Q	0.56	1.48	2.00
R	0.36	1.24	1.81
S	0.39 <small>Tier 1: 0.39 *31 = 0-12</small>	1.38 <small>Tier 1: 1.24*31 = 0-43</small>	1.94 <small>Tier 1: 1.94 *31 = 0-60</small>
T	0.56 <small>Tier 2: over 12</small>	1.31 <small>Tier 2: over 43</small>	1.68 <small>Tier 2: over 60</small>
V	0.59	1.51	1.71
W	0.39	1.14	1.68
X	0.49	1.48	2.00
Y	0.72	2.22	2.58

<b>Master Metered</b>			
<b>Baseline Territories</b>	<b>Summer (April-October) Effective Apr. 1, 2022</b>	<b>Winter Off-Peak (Nov, Feb, Mar) Effective Nov. 1, 2022</b>	<b>Winter On-Peak (Dec, Jan) Effective Dec. 1, 2022</b>
P	0.29	1.01	1.13
Q	0.56	0.67	0.77
R	0.33	0.87	1.16
S	0.29	0.61	0.65
T	0.56	1.01	1.10
V	0.59	1.28	1.32
W	0.26	0.71	0.87
X	0.33	0.67	0.77
Y	0.52	1.01	1.13

**Summer Season: Apr-Oct**  
**Winter Off-Peak: Nov, Feb, Mar**  
**Winter On-Peak: Dec, Jan**

Advice Letter: 4589-G  
 Decision 21-11-016  
 GRC 2020 Ph II [Application 19-11-019]  
 Filed: Nov 22, 2019

Adopted 7/18/2022 by City Council  
 Resolution No. 17-13400  
 Effective August 1, 2022 and every January thereafter unless otherwise stated below.

**Water Fixed Fees**

	8/1/2022	1/1/2024	1/1/2025	1/1/2026	1/1/2027
5/8 x 3/4-inch or 3/4-inch - Seniors	\$ 24.78	\$ 25.27	\$ 25.78	\$ 26.29	\$ 26.82
5/8 x 3/4-inch or 3/4-inch	\$ 31.10	\$ 32.65	\$ 34.30	\$ 36.00	\$ 37.80
1"	\$ 67.20	\$ 70.60	\$ 74.10	\$ 77.80	\$ 81.70
1-1/2"	\$ 128.00	\$ 134.00	\$ 141.00	\$ 148.00	\$ 155.00
2"	\$ 201.00	\$ 211.00	\$ 222.00	\$ 233.00	\$ 245.00
3"	\$ 399.00	\$ 419.00	\$ 440.00	\$ 462.00	\$ 485.00
4"	\$ 609.00	\$ 639.00	\$ 671.00	\$ 705.00	\$ 740.00
6"	\$ 1,220.00	\$ 1,280.00	\$ 1,340.00	\$ 1,410.00	\$ 1,480.00
8"	\$ 2,190.00	\$ 2,300.00	\$ 2,420.00	\$ 2,540.00	\$ 2,670.00
10"	\$ 3,530.00	\$ 3,710.00	\$ 3,900.00	\$ 4,100.00	\$ 4,310.00

Municipal Rate (35% of fixed fees) applied to City Accounts

**Sewer Fixed Fees**

	8/1/2022	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Single Family Residential	\$ 15.79	\$ 15.79	\$ 15.79	\$ 15.79	\$ 15.79
Multi Family Residential	\$ 13.50	\$ 13.50	\$ 13.50	\$ 13.50	\$ 13.50
Non-Residential	\$ 1.61	\$ 1.61	\$ 1.61	\$ 1.61	\$ 1.61

**Consumption Fees (in Units)**

	8/1/2022	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Non-Residential					
Zones 1 & 2	\$ 5.62	\$ 5.90	\$ 6.19	\$ 6.50	\$ 6.83
Zone 3	\$ 5.76	\$ 6.05	\$ 6.36	\$ 6.67	\$ 7.01
Zone 4	\$ 5.85	\$ 6.14	\$ 6.45	\$ 6.77	\$ 7.11
Zones 5 & 6	\$ 6.00	\$ 6.30	\$ 6.61	\$ 6.94	\$ 7.29

Effective March 2018, the City sets Municipal rates at 35% of the non-residential rate  
 The amount of water that flows through the water meter is measured in hundred cubic feet (Ccf). One Ccf (100 cubic feet or 1 unit) is equivalent to 748 gallons of water.

**Fire Line Service Fees**

	8/1/2022	1/1/2024	1/1/2025	1/1/2026	1/1/2027
<b>Commercial</b>					
2" or Smaller	\$ 24.95	\$ 24.95	\$ 24.95	\$ 24.95	\$ 24.95
3"	\$ 48.29	\$ 48.29	\$ 48.29	\$ 48.29	\$ 48.29
4"	\$ 83.00	\$ 87.20	\$ 91.60	\$ 96.20	\$ 101.00
6"	\$ 242.00	\$ 254.00	\$ 267.00	\$ 280.00	\$ 294.00
8"	\$ 515.00	\$ 541.00	\$ 568.00	\$ 596.00	\$ 626.00
10"	\$ 926.00	\$ 972.00	\$ 1,021.00	\$ 1,072.00	\$ 1,126.00
<b>Residential</b>	\$ 31.10	\$ 32.65	\$ 34.30	\$ 36.00	\$ 37.80

Residential customers with water meters that are increased to 1-inch to accommodate a combined domestic-fire sprinkler system will pay the 5/8 x 3/4-inch meter rate.

**Fire Hydrant Fees**

The monthly meter service charge for water service through a fire hydrant meter shall be the same as the charge for a 3-inch domestic water meter.

	8/1/2022	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Fixed Charge	\$ 399.00	\$ 419.00	\$ 440.00	\$ 462.00	\$ 485.00
Usage Fee/Unit	\$ 5.62	\$ 5.90	\$ 6.19	\$ 6.50	\$ 6.83

*same as 3" Meter Fixed Fee*  
*same as Non-Residential*

**Deposit for Meter**

\$ 1,200.00	Refundable
\$ 35.00	Non-refundable Application Fee

**Consumption Fees (in Units)**

	8/1/2022	1/1/2024	1/1/2025	1/1/2026	1/1/2027
<b>Single Family Residential</b>					
<b>Tier</b>	<b>0-12 Ccf</b>	<b>0-12 Ccf</b>	<b>0-12 Ccf</b>	<b>0-12 Ccf</b>	<b>0-12 Ccf</b>
Zones 1 & 2	\$ 4.68	\$ 4.92	\$ 5.16	\$ 5.42	\$ 5.69
Zone 3	\$ 4.83	\$ 5.07	\$ 5.33	\$ 5.59	\$ 5.87
Zone 4	\$ 4.91	\$ 5.16	\$ 5.42	\$ 5.69	\$ 5.97
Zones 5 & 6	\$ 5.06	\$ 5.31	\$ 5.58	\$ 5.86	\$ 6.15
<b>Tier</b>	<b>&gt;12 Ccf</b>	<b>&gt;12 Ccf</b>	<b>&gt;12 Ccf</b>	<b>&gt;12 Ccf</b>	<b>&gt;12 Ccf</b>
Zones 1 & 2	\$ 6.46	\$ 6.78	\$ 7.12	\$ 7.48	\$ 7.85
Zone 3	\$ 6.60	\$ 6.93	\$ 7.28	\$ 7.65	\$ 8.03
Zone 4	\$ 6.69	\$ 7.02	\$ 7.37	\$ 7.74	\$ 8.13
Zones 5 & 6	\$ 6.84	\$ 7.18	\$ 7.54	\$ 7.91	\$ 8.31

**Consumption Fees (in Units)**

	8/1/2022	1/1/2024	1/1/2025	1/1/2026	1/1/2027
<b>Senior Rates (if qualify)</b>					
<b>Tier</b>	<b>0-4 Ccf</b>	<b>0-4 Ccf</b>	<b>0-4 Ccf</b>	<b>0-4 Ccf</b>	<b>0-4 Ccf</b>
Zones 1 & 2	\$ 1.43	\$ 1.46	\$ 1.49	\$ 1.52	\$ 1.55
Zone 3	\$ 1.49	\$ 1.52	\$ 1.55	\$ 1.58	\$ 1.61
Zone 4	\$ 1.51	\$ 1.54	\$ 1.57	\$ 1.60	\$ 1.63
Zones 5 & 6	\$ 1.53	\$ 1.56	\$ 1.59	\$ 1.62	\$ 1.66
<b>Tier</b>	<b>5-14 Ccf</b>	<b>5-14 Ccf</b>	<b>5-14 Ccf</b>	<b>5-14 Ccf</b>	<b>5-14 Ccf</b>
Zones 1 & 2	\$ 3.63	\$ 3.70	\$ 3.78	\$ 3.85	\$ 3.93
Zone 3	\$ 3.69	\$ 3.77	\$ 3.84	\$ 3.92	\$ 4.00
Zone 4	\$ 3.71	\$ 3.79	\$ 3.86	\$ 3.94	\$ 4.02
Zones 5 & 6	\$ 3.73	\$ 3.81	\$ 3.88	\$ 3.96	\$ 4.04
<b>Tier</b>	<b>&gt;14 Ccf</b>	<b>&gt;14 Ccf</b>	<b>&gt;14 Ccf</b>	<b>&gt;14 Ccf</b>	<b>&gt;14 Ccf</b>
Zones 1 & 2	\$ 5.38	\$ 5.48	\$ 5.59	\$ 5.70	\$ 5.82
Zone 3	\$ 5.44	\$ 5.55	\$ 5.66	\$ 5.77	\$ 5.88
Zone 4	\$ 5.46	\$ 5.57	\$ 5.68	\$ 5.79	\$ 5.91
Zones 5 & 6	\$ 5.48	\$ 5.59	\$ 5.70	\$ 5.81	\$ 5.93

Effective March 2018, the City sets Municipal rates at 35% of the non-residential rate

The amount of water that flows through the water meter is measured in hundred cubic feet (Ccf). One Ccf (100 cubic feet or 1 unit) is equivalent to 748 gallons of water.




## Mt. Diablo Resource Recovery

### Pittsburg: Residential Service Rates

(effective 1/2026)

#### BASE SERVICE\*

GARBAGE CARTS	CART SIZE	MONTHLY RATE
	Senior-Low Income 64-gallon Cart	\$36.28
	32-gallon Cart**	\$61.71
	64-gallon Cart	\$61.71
	96-gallon Cart	\$72.66

\*SERVICE includes a 64-gallon BLUE RECYCLE Cart and a 96-gallon GREEN ORGANICS Cart for no additional charge. ALL carts must be CURBSIDE for collection, 3 feet apart.

\*\*Please note that the legacy 32-gallon carts are no longer available.

#### EXTRA CARTS

CART SIZE	MONTHLY RATE
64-gallon Recycle	\$15.32
96-gallon Organics	\$15.32

An extra recycling or organics cart can be added to your current service for an additional monthly fee. Customers who add an additional garbage cart will receive a set of recycling and organics carts at no extra charge.

#### NON-RECURRING SERVICES

SERVICE DESCRIPTION	RATE
Go-Back Fee	\$35 Per Occurrence
Cart Pickup Fee	\$15 Per Cart
Account Reinstatement FEE – Suspended Account	\$20 Per Occurrence
Container RE-Delivery Fee – Suspended Account	\$20 Per Cart
Same-Day Service Fee	\$55 Per Occurrence
Cart Steam Clean/Exchange	\$20 Per Cart
Damaged or Altered Cart	\$75 Per Cart
Missing or Not Retrievable	\$75 Per Cart
Same-Day Service Fee	\$55 per Occurrence
Overload/Contamination Fee	\$50 per Occurrence after 2nd Offense
Payment with Live Rep Admin Fee	\$2 Per Occurrence

#### Extra + Bulk Services

SERVICE DESCRIPTION	RATE
Extra 32-gallon bag	\$10 Per Bag
Bulk Truck	\$30 Per Scheduled Pickup
Bulk Item	Per Item Fee

## Rane Hubbard

---

**From:** Tanya Ray <tray@pittsburgca.gov>  
**Sent:** Sunday, December 21, 2025 5:30 PM  
**To:** Amy Machala  
**Cc:** ResidentLife  
**Subject:** RE: Pittsburg, CA-Section 8 HCV Utility Rate Comparison Chart DRAFT  
**Attachments:** MDRR Pittsburg-Residential-Rates-2026v2.pdf

Hi Amy,

**“Mt. Diablo Resource Recovery’s** trash collection monthly charge remained the same.” **PLEASE SEE ATTACHED.**

Thank you,

Tanya Ray  
Housing Manager  
Housing Authority of the City of Pittsburg  
Phone: 925-252-4144  
Email: tray@pittsburgca.gov



*Our mission is to provide responsive and high quality public services in partnership with our citizens celebrating our community's rich history, cultural diversity, and pride in its prosperous future.*

**DISCLAIMER:** The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, forwarding, re-transmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this electronic mail transmission in error, please notify the sender at (925) 252-4144 and delete it.

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**From:** Amy Machala <amy@nelrod.com>  
**Sent:** Monday, December 8, 2025 6:28 AM  
**To:** Tanya Ray <tray@pittsburgca.gov>  
**Cc:** ResidentLife <ResidentLife@nelrod.onmicrosoft.com>  
**Subject:** Pittsburg, CA-Section 8 HCV Utility Rate Comparison Chart DRAFT

**Caution:** This email is from an external sender. Please exercise caution before opening any links or attachments.

Hi Tanya,

Please see the attached DRAFT Utility Rate Comparison Charts for your Section 8 HCV utility allowance study.

# **COMPARISON OF PREVIOUS AND CURRENT UTILITY RATES**

## Comparison of Previous and Current Utility Rates SECTION 8 HCV PROGRAM

### HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA

**NOTE: Rates in bold print indicate changes and gray print indicates removal.**

(We use the absolute value of the changes which gives us the percentage of change. This is the best way to determine a 10% change in utility rates and charges.)

#### ELECTRIC

**UPDATE 2025**

Pacific Gas & Electric (CARE EL -1) Description	Measure	Rates		Difference	
		8/2024	11/2025	Amount	Percent
California Climate Credit*	per month	-\$9.20	<b>-\$9.71</b>	-\$0.51	<b>6%</b>
Tier-1 Total Energy Charges (0%-100%)	per kwh	0.252740	<b>0.246363</b>	-0.006377	<b>-3%</b>
Tier-2 Total Energy Charges (101%-400%)	per kwh	0.316383	<b>0.308653</b>	-0.007730	<b>-3%</b>

Territory S. Baseline quantities remained the same. \*Semi-annual credit changed from \$55.17 to \$58.23 Summer (June- September) (4), Baseline 0-465 (15); Winter (October - May) (8), Baseline 0-316 (10.2)

#### NATURAL GAS

Pacific Gas & Electric (CARE EL-1) Description	Measure	Rates		Difference	
		8/2024	11/2025	Amount	Percent
California Climate Credit*	per month	-\$7.12	<b>-\$5.59</b>	\$1.53	<b>22%</b>
Tier-1 Total Energy Charges (Baseline)	per therm	1.89795	<b>2.19736</b>	0.29941	<b>16%</b>
Tier-2 Total Energy Charges (Excess)	per therm	2.25271	<b>2.60845</b>	0.35574	<b>16%</b>

Territory S. Baseline quantities remained the same. \*Semi-annual credit changed from \$85.46 to \$67.03 Summer (April- October) (7), Baseline 0-12 (.39); Winter Off-Peak (Nov, Feb, Mar) (3), Baseline: 0-43 (1.38); Winter On-Peak (Dec, Jan) (2), Baseline 0-60 (1.94)

#### WATER, SEWER AND TRASH COLLECTION

City of Pittsburg Description - <b>Water</b>	Measure	Rates		Difference	
		8/2024	11/2025	Amount	Percent
Water Fixed Fee	per month	\$32.65	<b>\$36.00</b>	\$3.35	<b>11%</b>
Tier-1 Water Consumption Fee (0-12)	per ccf	\$4.92	<b>\$5.42</b>	\$0.50	<b>11%</b>
Tier-2 Water Consumption Fee (over 12)	per ccf	\$6.78	<b>\$7.48</b>	\$0.70	<b>11%</b>
Description - <b>Sewer (Multi-Family)</b>		8/2024	11/2025	Amount	Percent
Sewer Fixed Fee	per month	\$13.50	\$13.50	\$0.00	<b>0%</b>
Description - <b>Sewer (Single-Family)</b>		8/2024	11/2025	Amount	Percent
Sewer Fixed Fee	per month	\$15.79	\$15.79	\$0.00	<b>0%</b>

Mt. Diablo Resource Recovery Description - <b>Trash Collection</b>	Measure	Rates		Difference	
		8/2024	11/2025	Amount	Percent
Garbage Collection Rate (64 gal)	per month	\$63.20	\$61.71	-\$1.49	<b>-3%</b>

effective 1/2026

**CURRENTLY ADOPTED SECTION 8 UTILITY ALLOWANCES**

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169  
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA <b>Housing Authority of the City of Pittsburg, CA</b>		Unit Type: <b>Multi-Family (Apartment/Row House/Townhouse/Semi-Detached/Duplex)</b>					Date (mm/dd/yyyy)	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	Natural Gas <i>(Includes Climate Credit)</i>	\$19.00	\$25.00	\$29.00	\$33.00	\$37.00	\$38.00	\$42.00
	Bottle Gas							
	Electric	\$24.00	\$28.00	\$35.00	\$42.00	\$50.00	\$57.00	\$80.00
	Electric Heat Pump	\$20.00	\$24.00	\$29.00	\$32.00	\$36.00	\$39.00	\$42.00
	Fuel Oil							
Cooking	Natural Gas	\$6.00	\$6.00	\$9.00	\$11.00	\$15.00	\$17.00	\$19.00
	Bottle Gas							
	Electric	\$10.00	\$12.00	\$18.00	\$23.00	\$29.00	\$34.00	\$37.00
Other Electric	<i>(Includes Climate Credit)</i>	\$30.00	\$37.00	\$55.00	\$73.00	\$83.00	\$115.00	\$127.00
Air Conditioning		\$9.00	\$10.00	\$15.00	\$19.00	\$23.00	\$27.00	\$29.00
Water Heating	Natural Gas	\$11.00	\$13.00	\$19.00	\$25.00	\$32.00	\$38.00	\$42.00
	Bottle Gas							
	Electric	\$24.00	\$28.00	\$36.00	\$44.00	\$52.00	\$59.00	\$64.00
	Fuel Oil							
Water		\$56.00	\$57.00	\$67.00	\$77.00	\$87.00	\$99.00	\$108.00
Sewer		\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Trash Collection		\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00
Range /Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
					Head of Household Name			
Unit Address					Cooking			
					Other Electric			
					Air Conditioning			
					Water Heating			
Number of Bedrooms					Water			
					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
					Refrigerator			
					Total			



adapted from form HUD-52667  
(04/2023)

adapted from form HUD-52667  
(04/2023)

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169  
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA <b>Housing Authority of the City of Pittsburg, CA</b>		Unit Type <b>Single-Family (Detached House)</b>					Date (mm/dd/yyyy)	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	Natural Gas <i>(Includes Climate Credit)</i>	\$31.00	\$38.00	\$44.00	\$48.00	\$54.00	\$59.00	\$65.00
	Bottle Gas							
	Electric	\$49.00	\$58.00	\$66.00	\$75.00	\$80.00	\$94.00	\$104.00
	Electric Heat Pump	\$29.00	\$34.00	\$41.00	\$46.00	\$51.00	\$56.00	\$60.00
	Fuel Oil							
Cooking	Natural Gas	\$6.00	\$6.00	\$9.00	\$11.00	\$15.00	\$17.00	\$19.00
	Bottle Gas							
	Electric	\$10.00	\$12.00	\$18.00	\$23.00	\$29.00	\$34.00	\$37.00
Other Electric	<i>(Includes Climate Credit)</i>	\$48.00	\$58.00	\$83.00	\$118.00	\$151.00	\$184.00	\$202.00
Air Conditioning		\$7.00	\$8.00	\$18.00	\$28.00	\$38.00	\$49.00	\$53.00
Water Heating	Natural Gas	\$15.00	\$17.00	\$25.00	\$32.00	\$40.00	\$47.00	\$51.00
	Bottle Gas							
	Electric	\$30.00	\$35.00	\$45.00	\$55.00	\$65.00	\$74.00	\$80.00
	Fuel Oil							
Water		\$56.00	\$57.00	\$67.00	\$77.00	\$87.00	\$99.00	\$108.00
Sewer		\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Trash Collection		\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00
Range /Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
					Cooking			
					Other Electric			
					Air Conditioning			
Unit Address					Water Heating			
					Water			
					Sewer			
					Trash Collection			
					Other			
Number of Bedrooms					Range / Microwave			
					Refrigerator			
					Total			



adapted from form HUD-52667  
(04/2023)

## **LOCAL CLIMATOLOGICAL DATA**

**General Information**

HUSM-Ver13i\_813\_Summit-Update

**HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA**

Study Date:

PHA/Zip Code\* Lookup:

\*If zip code is unavailable, choose adjacent zip code.

Name/City of HA:

State:

Building Types		#BR	Grouping
Apartment	Yes	0-6	Multi-Family
Row House/Townhouse		0-6	
Semi-Detached/Duplex			
Detached House	Yes	0-6	Single-Family
Mobile/Manufactured Home			

Average	
Electric	No
Natural Gas	No
Water	No
Sewer	No
Trash	No

MF (Apt/RH/TH/S-D/D) & SF (DH)

**Standard Schedule**

**Climate Data (Degree Days)**

**HEATING**

January	533
February	367
March	299
April	204
May	88
Jun	15
July	3
August	2
September	10
October	83
November	330
December	536
<b>Annual</b>	<b>2470</b>

**COOLING**

January	0
February	0
March	2
April	12
May	57
Jun	142
July	230
August	230
September	163
October	49
November	1
December	0
<b>Annual</b>	<b>886</b>

**Typical Low Temp**



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

**TO:** Chair and Governing Board Members

**FROM:** Darin E. Gale - Executive Director

**SUBJECT:** Adoption of a Housing Authority Resolution Approving the Transfer of Unclaimed Funds to the Housing Authority of the City of Pittsburg Pursuant to California Government Code Section 50053

**MEETING DATE:** January 20, 2026

**EXECUTIVE SUMMARY**

Staff identified outstanding Housing Authority of the City of Pittsburg (Housing Authority) checks that remained unclaimed for more than three years. Pursuant to California Government Code Section 50053, these funds may now be considered the property of the Housing Authority.

**FISCAL IMPACT**

The total amount of unclaimed checks to be transferred to the Housing Authority as revenue is \$8,106.

**RECOMMENDATION**

Governing Board of the Housing Authority approve the reclassification of unclaimed stale-dated checks greater than three years old from the unclaimed property liability account to revenue, pursuant to Government Code Sections 50050 through 50056; thus, transferring these funds to the Housing Authority.

## **BACKGROUND**

It is the City's policy to properly account for unclaimed funds in a manner which complies with California Government Code sections 50050 through 50056.

This process involves sending out letters and affidavits to each payee of unclaimed funds to determine the status of the check. Checks are considered unclaimed if no response is received to the inquiry within 30 days or if the payee cannot be identified or if the payee declines payment.

Unclaimed checks are then canceled and notification is sent to the Housing Authority's bank. Funds are reclassified as stale-dated checks and are transferred to an unclaimed property liability account based on checks that are not cashed six months from issue date.

The attached listing of unclaimed vendor payments has been published for two consecutive weeks, as required, with no claims filed for reimbursement.

## **SUBCOMMITTEE FINDINGS**

This item was not discussed in a subcommittee.

## **STAFF ANALYSIS**

Pursuant to California Government Code Sections 50050 and 50051, and the City's Unclaimed Check Policy, the attached list of checks, which has been published for two consecutive weeks, may now be considered as property of the Housing Authority.

ATTACHMENTS:      Housing Authority Resolution  
                          Bay Area News Group Publishing of Unclaimed Checks  
                          City of Pittsburg Unclaimed Check Policy  
                          State Government Code Sections 50050-50056  
                          Sample Affidavit of Unclaimed Monies  
                          Sample Letter

Report Prepared By: Jade Powell, Accountant I

BEFORE THE GOVERNING BOARD OF THE HOUSING AUTHORITY  
OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Transfer of Unclaimed Funds )  
To the Housing Authority of the City of )  
Pittsburg Pursuant to State Law )

RESOLUTION NO. 26-

WHEREAS, it is the City's policy to properly account for unclaimed funds in a manner which complies with California Government Code Sections 50050 through 50056; and

WHEREAS, the attached list identifies vendor and utility reimbursement payments that have gone unclaimed for more than three years; and

WHEREAS, the list was published, as required, with no claims filed for reimbursement.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Housing Authority of the City of Pittsburg hereby authorizes the transfer of unclaimed Housing Authority checks in the amount of \$8,106 to the Housing Authority as revenue.

PASSED AND ADOPTED by the Governing Board of the Housing Authority of the City of Pittsburg at a regular meeting on the 20th day of January 2026, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Dionne Adams, Chair

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, Agency Secretary

3172609

PITTSBURG, CITY OF  
ALICE EVENSON, MMC  
CITY CLERK  
65 CIVIC AVE  
PITTSBURG, CA 94565

**PROOF OF PUBLICATION  
FILE NO. Unclaimed Funds**

**East County Times**

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the East County Times, a newspaper published in the English language in the City of Antioch, County of Contra Costa, State of California.

I declare that the East County Times is a newspaper of general circulation as defined by the laws of the State of California as determined by court decree dated January 6, 1919, Case Number 8268 and modified January 19, 2006, Case Number N05-1494. Said decree states that the East County Times is adjudged to be a newspaper of general circulation for the City of Antioch, County of Contra Costa and State of California. Said order has not been revoked.

I declare that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**10/24/2025, 10/31/2025**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.  
On this 31th day of October, 2025.



Signature

Legal No.

**0006927733**

**PURSUANT TO CALIFORNIA GOVERNMENT CODE 50050 - 50055**

The following amounts and funds represent Housing Authority of the City of Pittsburg issued warrants which have been outstanding for at least three years. These amounts will become the property of the HACF on December 14, 2025 if they remain unclaimed.

Darrell Carter	\$15.00	Housing Authority Fund
Darrell Carter	\$15.00	Housing Authority Fund
Darrell Carter	\$15.00	Housing Authority Fund
Darrell Carter	\$15.00	Housing Authority Fund
Darrell Carter	\$15.00	Housing Authority Fund
Darrell Carter	\$15.00	Housing Authority Fund
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Darrell Carter	\$15.00	Housing Authority Fund
Darrell Carter	\$15.00	Housing Authority Fund
Darrell Carter	\$15.00	Housing Authority Fund
Darrell Carter	\$15.00	Housing Authority Fund
Irvin Brown	\$18.00	Housing Authority Fund
Irvin Brown	\$18.00	Housing Authority Fund
Irvin Brown	\$18.00	Housing Authority Fund
Tonia Nichols	\$20.00	Housing Authority Fund
Latasha Martin	\$21.00	Housing Authority Fund
Latasha Martin	\$21.00	Housing Authority Fund
Latasha Martin	\$21.00	Housing Authority Fund
Latasha Martin	\$21.00	Housing Authority Fund
Leslea Kendall	\$23.00	Housing Authority Fund
Shanoria Sasser	\$26.00	Housing Authority Fund
Shanoria Sasser	\$26.00	Housing Authority Fund
Benicia Saillbury	\$26.00	Housing Authority Fund
Benicia Saillbury	\$26.00	Housing Authority Fund
Luz Edington	\$32.00	Housing Authority Fund
Cynthia Cones	\$33.00	Housing Authority Fund
Cynthia Cones	\$33.00	Housing Authority Fund
Cynthia Cones	\$33.00	Housing Authority Fund
Cynthia Cones	\$33.00	Housing Authority Fund
Kawanda Dotson	\$34.00	Housing Authority Fund
Erica Kelley	\$34.00	Housing Authority Fund
Erica Kelley	\$34.00	Housing Authority Fund
Erica Kelley	\$34.00	Housing Authority Fund
Erica Kelley	\$34.00	Housing Authority Fund
Erica Kelley	\$34.00	Housing Authority Fund
Ardean Goulart	\$39.00	Housing Authority Fund
Ardean Goulart	\$39.00	Housing Authority Fund
Ardean Goulart	\$39.00	Housing Authority Fund
Ardean Goulart	\$39.00	Housing Authority Fund
Be Thi Nguyen	\$39.00	Housing Authority Fund
Be Thi Nguyen	\$39.00	Housing Authority Fund
Be Thi Nguyen	\$39.00	Housing Authority Fund
Be Thi Nguyen	\$39.00	Housing Authority Fund
Be Thi Nguyen	\$39.00	Housing Authority Fund
Darrell Carter	\$40.00	Housing Authority Fund
Dajon Smith	\$47.00	Housing Authority Fund
Dorothy Paige	\$51.00	Housing Authority Fund
Theresa Evans	\$51.00	Housing Authority Fund
Tenisha Ford	\$52.00	Housing Authority Fund
Leslee Rockett	\$52.00	Housing Authority Fund
Lyniece Eddins	\$55.00	Housing Authority Fund
Lyniece Eddins	\$55.00	Housing Authority Fund
Lisa Rantissi	\$64.00	Housing Authority Fund
Lisa Rantissi	\$64.00	Housing Authority Fund
Akilah Parker	\$69.00	Housing Authority Fund
Shanae Washington	\$81.00	Housing Authority Fund
Ashley Brown	\$147.00	Housing Authority Fund
Tantasha Dutye	\$165.00	Housing Authority Fund
Tantasha Dutye	\$207.00	Housing Authority Fund
Lalinda Benson	\$214.00	Housing Authority Fund
Leticia Carasi Malasig	\$679.00	Housing Authority Fund

These funds may be released, provided a claim form has been completed with the necessary information. The Unclaimed Funds Claim Form is available at the City of Pittsburg - Finance Department, 65 Civic Ave., Pittsburg, CA 94565 or by calling Housing Finance, 925-252-6989.

**ECT 6927733 October 24, 31, 2025**



Approved By Marc C. Grisham  
City Manager

**Subject: Unclaimed Check Policy**

**Purpose:**

It is the policy of the City of Pittsburg to properly account for unclaimed money in a manner which follows government code sections 50050 through 50056. Funds that remain unclaimed for at least 3 years will become the property of the City of Pittsburg after the procedures identified herein have been followed. Unclaimed Funds consists of funds which are not the property of the City, but remain in the City Treasury for three or more years without a claim being filed by the legal owner(s).

Unclaimed money will not include individual items of less than \$15.00, or any amounts in which the depositor's name is unknown. These funds will become the property of the City of Pittsburg after being unclaimed for a period of at least 12 months.

**Procedures:**

I. IDENTIFICATION

Every quarter the Accounting Operations Division will generate an outstanding check report which identifies all outstanding payroll checks and housing authority checks over three months old and all accounts payable checks over six months old. The Accounting Operations Division will review the listing to determine if disposition of the check is correct. This will include examination of the original documentation and the review of all relevant financial information as needed.

When the review process is completed, a letter and affidavit will be sent to each payee asking to verify the status of the check. A copy of the letter and the review history will be maintained in the Accounting Operations Division. See attachment A and B for examples.

A check will be considered unclaimed if:

- No response is received to the inquiry within 30 days.
- The payee can't be identified or located.
- The payee declines payment.

II. STALE DATING CHECKS

Payroll checks and Housing Authority checks drawn on City bank accounts that remain outstanding for six months or more and Accounts Payable checks drawn

on City bank accounts that remain outstanding for one year or more will be considered stale dated, and will not be honored by the City's bank if presented for payment.

### III. RECLASSIFYING STALE DATED CHECKS

All checks that remain unclaimed will be transferred to the City's Unclaimed Property account based on the following criteria:

- Accounts payable checks - One year from the issue date
- Payroll checks – Six months from the issue date
- Housing Authority checks – Six months from the issue date

These checks will be cancelled, and notification of the cancellation will be sent to the City's bank. Accounting entries will be generated to record the dollar amount of unclaimed checks in the liability account: *Unclaimed Property*.

The payee/check information will be recorded in an unclaimed check spreadsheet maintained by the Accounting Operations Division. This list of unclaimed checks will include the individual or business name as shown on the issued check, the amount of the issued check, the check number, the check issue date, and the original expense account.

### IV. CLAIMING FUNDS

An individual or business may file a claim for funds with the City's Accounting Operations Division or Housing Authority. Claimants will be required to complete an Unclaimed Property Form, along with supporting documentation to establish entitlement to payment. See attachment B for example. All funds that remain unclaimed based on the timelines established in Section V will be transferred to the City's General Fund or Housing Authority Fund.

Examples of claims and the types of supporting information that may be required include:

#### A. Individual Claimant – Claims initiated by the owner or the parent/custodian of the owner of the property.

- Completed and signed Unclaimed Property Request Form.
- A copy of the check (if available).
- Copy of any official form used for identification, such as a driver's license, military identification card, or passport.
- Proof of reported address associated with the unclaimed check. The following documents are acceptable: pay stub, tax return, mortgage, telephone or utility bill, bank or credit card statement.
- If the claim is initiated by the parent/custodian of the claimant, proof of that relationship.

#### B. Business Claimant – The claim must be made by an officer or official claiming on behalf of the business or corporation, partnership, professional

association, non-profit organization, government entity, or private organization.

- Completed and signed Unclaimed Property Request Form.
- A copy of the check (if available).
- Copy of official identification for each officer or official, such as a driver's license.
- Federal tax identification number.
- Business card of the authorized officer or official.
- Proof of the business's reported address associated with the unclaimed check, such as tax return documents, a mortgage, rent, telephone, or utility bill, or a bank statement.

If a company or business has dissolved or changed names additional information may be requested to process the claim.

C. Heir or Trustee of Deceased Property Owner – Claims initiated by the authorized lawful heir or trustee of the deceased payee's claim.

- Completed and signed Unclaimed Property Request Form.
- Death certificate of the deceased owner or owners of the property.
- Copy of any official form used for identification for each heir, such as a driver's license, military identification card, or passport.
- Proof of reported address associated with the unclaimed property. The following documents are acceptable: Pay stub, tax return document, mortgage, telephone, or utility bill, bank or credit card statement.
- Proof of the deceased owner's relationship to the claim holder. The following documents are acceptable: Bank statement, mortgage, telephone, or utility bill.
- Proof that no other person has a superior right to the interest of the decedent in the described property.

All claims made by heirs or trustees of a deceased payee are subject to review and approval by the City Attorney.

The City of Pittsburg retains the right to reject any claim in which entitlement has not been established to the City's satisfaction.

If a claim is approved, the check will be reissued and the original check will be removed from the unclaimed check listing.

V. TRANSFER OF CHECKS TO THE GENERAL FUND OR HOUSING AUTHORITY FUND

On an annual basis, the unclaimed check list will be reviewed to determine which checks can be transferred to the City's General Fund or Housing Authority Fund, as determined by Government Code Sections 50050 through 50056, as follows:

- Checks under \$15

Checks for less than \$15 that remain unclaimed for a period of at least one year will become the property of the City and will be transferred to the City's General Fund.

- Checks \$15 and Greater

Checks that are greater than \$15 and have remained outstanding for more than three years will be published once a week for two consecutive weeks in a newspaper of general circulation stating the payee, the amount, and the fund in which the money is held. The notice will also contain the specific date the money will become the property of the City. See Attachment C for example. This date shall not be less than 45 days nor more than 60 days after the first publication.

If there are no claims for the check by the date identified in the notice, a list of unclaimed checks and dollar amounts will be submitted to City Council for approval and transfer to the City's General Fund or Housing Authority Fund.

All approved funds will be transferred following the issuance of a resolution.

Attachments:

1. A – Sample Letter  
B – Sample Affidavit  
C – Sample Notice to be published in newspaper  
D – Sample Unclaimed Money Claims Form

**Attachment A**

**Sample Letter**

Dear \_\_\_\_\_,

Our records indicated that check number \_\_\_\_\_ issued to you on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ by the City of Pittsburg has not been cashed and is now stale dated. To claim this money, please complete the enclosed

'Stale Dated Check Replacement Affidavit' as indicated and mail to:

City of Pittsburg  
Finance Department  
65 Civic Avenue  
Pittsburg, CA 94565

Upon receipt of the properly signed affidavit, a new check will be issued to you. Please call if you have any questions or if I can be of any assistance.

Susan Winkelbauer  
Accounts Payable  
925-252-4011  
City of Pittsburg

Enclosure

**Attachment B**

**Sample Affidavit**

**City of Pittsburg  
Affidavit of Unclaimed Monies**

I, \_\_\_\_\_, hereby declare that I am the legal owner or custodian of check number \_\_\_\_\_, issued by the City of Pittsburg, in the amount of \$ \_\_\_\_\_, dated \_\_\_\_\_ and the name of the payee shown is \_\_\_\_\_.

Indicate below what happened – Mark on the box and explain.

- ( ) The above check was not received.
- ( ) The above check was destroyed by \_\_\_\_\_.
- ( ) The above check was lost by me on \_\_\_\_\_.
- ( ) Other \_\_\_\_\_.
- ( ) The above check is attached. The check is now void because it was not cashed within six months and became stale dated.

I request that a replacement check be issued to me and agree that if the above warrant is received I will promptly return it to the City of Pittsburg Finance Department.

**I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.**

EXECUTED AT \_\_\_\_\_,

THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Daytime Phone number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City      State      Zip

**Attachment C**

**Sample Notice to be published in the newspaper**

Notice is hereby given that the City of Pittsburg is holding funds for the following persons. If said funds are not claimed by MMMM dd, yyyy, these funds will become the property of the City of Pittsburg in accordance with California Government Code Sections 50050 – 50056. These funds may be released to the depositor, their heir, beneficiary, or duly appointed representative provided a claim form has been completed with the necessary information.

The Unclaimed Money Claim form is available at the City of Pittsburg Finance Department, 65 Civic Avenue, Pittsburg, CA 94565, or by calling Susan Winkelbauer, Accounts Payable, and 925-252-4011. Required claim information includes name, address, phone number, tax identification number, amount of claim, and grounds on which claim is founded. Once a claim is submitted, the Finance Director will determine what, if any, additional information is necessary.

Person with funds on deposit for 3 Years:

<b>NAME</b>	<b>AMOUNT</b>	<b>SOURCE OF FUNDS</b>
Vendor A	\$345.78	General Fund
Vendor B	\$127.52	Water Fund
Vendor C	\$300	Sewer Fund

Attachment D

Sample Unclaimed Money Claim Form

City of Pittsburg  
Unclaimed Funds Claim Form

Pursuant to California Government Code Section 50052, I wish to file a claim for previously unclaimed funds in the amount of \$\_\_\_\_\_ that was published in the Local Newspaper on \_\_\_\_\_. The grounds on which I file this claim are:

Vendor or individual Name \_\_\_\_\_ Taxpayer ID # or SS# \_\_\_\_\_

Signature \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

FINANCE USE ONLY

Claim received on \_\_\_\_\_.  Approved  Denied

Original Warrant #: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \_\_\_\_\_  
Replacement Warrant #: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \_\_\_\_\_

\_\_\_\_\_  
Director of Finance

## SECTION 50050-50057

50050. For purposes of this article, "local agency" includes all districts. Except as otherwise provided by law, money, excluding restitution to victims, that is not the property of a local agency that remains unclaimed in its treasury or in the official custody of its officers for three years is the property of the local agency after notice if not claimed or if no verified complaint is filed and served. At any time after the expiration of the three-year period, the treasurer of the local agency may cause a notice to be published once a week for two successive weeks in a newspaper of general circulation published in the local agency. Money representing restitution collected on behalf of victims shall be either deposited into the Restitution Fund or used by the local agency for purposes of victim services after the expiration of the three-year period. However, with respect to moneys deposited with the county treasurer pursuant to Section 7663 of the Probate Code, this three-year period to claim money held by a local agency is extended for an infant or person of unsound mind until one year from the date his or her disability ceases.

For purposes of this section, "infant" and "person of unsound mind" have the same meaning as given to those terms as used in Section 1441 of the Code of Civil Procedure.

50051. The notice shall state the amount of money, the fund in which it is held, and that it is proposed that the money will become the property of the local agency on a designated date not less than forty-five days nor more than sixty days after the first publication of the notice.

50052. Upon or prior to publication, a party of interest may file a claim with the treasurer which must include the claimant's name, address, amount of claim, the grounds on which the claim is founded, and any other information that may be required by the treasurer. The claim shall be filed before the date the unclaimed money becomes the property of the local agency as provided under Section 50051 and the treasurer shall accept or reject that claim. If the claim is rejected by the treasurer, the party who submitted the claim may file a verified complaint seeking to recover all, or a designated part, of the money in a court of competent jurisdiction within the county in which the notice is published, and serves a copy of the complaint and the summons issued thereon upon the treasurer. The copy of the complaint and summons shall be served within 30 days of receiving notice that the claim was rejected. The treasurer shall withhold the release of the portion of unclaimed money for which a court action has been filed as provided in this section until a decision is rendered by the court.

50052.5. (a) Notwithstanding Section 50052, the treasurer may release to the depositor of the unclaimed money, their heir,

beneficiary, or duly appointed representative, unclaimed money if claimed prior to the date the money becomes the property of the local agency upon submitting proof satisfactory to the treasurer, unless the unclaimed money is deposited pursuant to Section 7663 of the Probate Code.

(b) Notwithstanding Section 50052, the treasurer may release unclaimed money deposited with the county treasurer pursuant to Section 7663 of the Probate Code, to any adult blood relative of either the decedent or the decedent's predeceased spouse.

(c) Notwithstanding Section 50052, the treasurer may release unclaimed money deposited with the county treasurer pursuant to Section 7663 of the Probate Code to the parent who has legal and physical custody of a minor who is a blood relative of either the decedent or the decedent's predeceased spouse without the need to appoint a legal guardian for the minor as follows:

(1) If the value of the unclaimed money deposited with the county treasurer is five thousand dollars (\$5,000) or less, the treasurer may release the money according to Section 3401 of the Probate Code.

(2) If the value of the unclaimed money deposited with the county treasurer is sixty thousand dollars (\$60,000) or less, and the money is not released under paragraph (1), the unclaimed money may be released by the treasurer to the parent who shall, after payment of any costs incurred in making the claim, hold the money in trust, to be used only for the care, maintenance, and education of the minor, and the parent shall be liable therefor to the minor under the fiduciary laws of this state. The money held in trust shall be released to the minor when the minor reaches the age of majority.

(d) The claim shall be presented to the county treasurer in affidavit form and signed under penalty of perjury. Notwithstanding Section 13101 of the Probate Code, the claimant, to be entitled to the entire escheated estate, needs only to establish with documentary proof the existence of a blood relationship to either the decedent or of the predeceased spouse, if any, and the documentary proof, if regular on its face, need not be certified. Notwithstanding Section 13101 of the Probate Code, the claimant shall not be required to declare that no other person has an equal or superior claim to the escheated estate.

The county treasurer may rely in good faith on the sworn statements made in the claim and shall have no duty to inquire into the truth or credibility of evidence submitted.

In paying out the escheated estate, the county treasurer shall be held harmless to all. Payment shall act as total acquittance and shall completely discharge the county treasurer from any liability.

If the county treasurer rejects any claim made hereunder, the claimant may take his or her grievance to the Superior Court of the county holding the escheated estate.

Any claim paid hereunder shall be paid without interest.

50053. When any such money becomes the property of a local agency and is in a special fund, the legislative body may transfer it to the general fund.

50054. Whenever any city or county or city and county renders construction services or constructs public works for any city, county, city and county or any other governmental agency below the level of the state government, the price charged for such services or

construction shall be sufficient to reimburse the governmental body performing such services for the full cost thereof including labor, material, equipment costs or rentals and a reasonable allowance for overhead. In computing overhead, without limitation on other factors properly includable, there shall be allocated to the overhead cost its proportionate share of indirect labor and administrative costs.

50055. Any other provision of this article notwithstanding, any individual items of less than fifteen dollars (\$15), or any amount if the depositor's name is unknown, which remain unclaimed in the treasury or in the official custody of an officer of a local agency for the period of one year or upon an order of the court may be transferred to the general fund by the legislative body without the necessity of publication of a notice in a newspaper.

50056. The responsibilities of the treasurer as provided under this article may be delegated by the treasurer to the agency, district, or department that maintains the supporting records of the unclaimed money based on the initial receipt or deposit of that money or both.

50057. For individual items in the amount of one thousand dollars (\$1,000) or less, the legislative body of any county may, by resolution, authorize the county treasurer to perform on its behalf any act required or authorized to be performed by it under Sections 50050, 50053, and 50055. The resolution shall require that the county auditor be informed of each act performed under the authorization.

**City of Pittsburg  
Housing Authority  
Affidavit of Unclaimed Monies**

I, \_\_\_\_\_, hereby declare that I am the legal owner or custodian of check number \_\_\_\_\_, issued by the City of Pittsburg Housing Authority, in the amount of \$ \_\_\_\_\_, dated \_\_\_\_\_ and the name of the payee shown is \_\_\_\_\_.

Indicate below what happened – Mark on the box and explain.

- The above check was not received.
- The above check was destroyed by \_\_\_\_\_.
- The above check was lost by me on \_\_\_\_\_.
- Other \_\_\_\_\_.
- The above check is attached. The check is now void because it was not cashed within six months and became stale dated.

I request that a replacement check be issued to me and agree that if the above warrant is received I will promptly return it to the City of Pittsburg Finance Department.

**I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.**

**EXECUTED AT** \_\_\_\_\_,

**THIS** \_\_\_\_\_, **DAY OF** \_\_\_\_\_, **2025.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Daytime Phone number**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City      State      Zip**

# Housing Authority of the City of Pittsburg

Finance Department  
65 Civic Avenue Pittsburg, CA 94565  
Phone: (925) 252-4830 Fax: (925) 427-2715

Date

Name

Address 1

Address 2

Dear \_\_\_\_\_:

The following checks were issued to you by the City of Pittsburg Housing Authority. Our records indicate that checks have not been cashed and are now stale dated.

Check Date	Check Number	Check Amount

To claim this money, please complete the enclosed 'Stale Dated Check Replacement Affidavit' as indicated and mail to:

City of Pittsburg Housing Authority  
Finance Department  
65 Civic Avenue  
Pittsburg, CA 94565

Upon receipt of the properly signed affidavit, a new check will be issued to you.

Sincerely,

Jade Powell  
Accountant I  
Enclosure



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

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale - City Manager

**SUBJECT:** Adoption of a City Council Resolution to Accept Grant Funds from The Barack Obama Foundation for Use As Part of the My Brother's Keeper Pittsburg Initiative

**MEETING DATE:** January 20, 2026

**EXECUTIVE SUMMARY**

The City of Pittsburg has been awarded \$25,000 in grant funding from The Barack Obama Foundation to create programming and support related to improving opportunity outcomes for boys and young men of color in the areas of post-secondary education or job training completion. This resolution will authorize acceptance of the grant and amend the FY 2025-26 Miscellaneous Grants Fund budget.

**FISCAL IMPACT**

If approved, the resolution will authorize the acceptance of grant funds and amendment of the Miscellaneous Grants Fund Recreation department revenue and expenditures budget by \$25,000 in Fiscal Year 2025-26. No additional appropriations from the General Fund are required for the receipt of the grant since no matching funds are required. Funds from this grant must be expended by August 31, 2026.

**RECOMMENDATION**

City Council adopt the resolution authorizing acceptance of \$25,000 grant funds from The Barack Obama Foundation and amendment of the Fiscal Year 2025-26 Miscellaneous Grants Fund Recreation department budget.

## **BACKGROUND**

In February 2014, President Obama launched the My Brother's Keeper (MBK) program in response to the death of Trayvon Martin. The program sought to address the persistent opportunity gaps boys and young men of color face and to ensure all young people can reach their full potential.

On June 20, 2022, the City Council approved Resolution 22-14108, adopting the Youth and Young Adult Services Master Plan, outlining key objectives to identify and close gaps in service for youth and young adults.

On November 21, 2022, City Council adopted joint Resolution 22-14210 with the Pittsburgh Unified School District to pledge to address persistent opportunity gaps experienced by young men and women of color.

In October 2023, MBK Pittsburgh became a Certified Community with the My Brother's Keeper Alliance under The Barack Obama Foundation.

In November 2024, the My Brother's Keeper Alliance announced the Accelerator Community grant application available to all My Brother's Keeper Alliance Certified Communities, which would provide an award of \$200,000 over two years. Staff prepared and submitted an application for funding, which was denied. Alternately, The My Brother's Keeper Alliance created the Community Capacity grant opportunity, a one-time grant designed to support focused growth and implementation aligned with the feedback and priorities identified in the Continuous Improvement Summary provided in the Accelerator Community grant application process.

For consideration for the Community Capacity Grant, staff submitted the following application materials by June 13, 2025:

- A proposed budget detailing the use of funds.
- A brief narrative describing how funds will support one specific recommendation from the Continuous Improvement Summary.
- Confirmation of the executed MBK Certified Community Agreement, including the date of execution.

On January 28, 2025, the My Brother's Keeper Alliance notified the City of Pittsburgh of the intent to award \$25,000.

## **SUBCOMMITTEE FINDINGS**

This item was presented before the Life Enrichment Subcommittee at the November 19, 2025 meeting.

## **STAFF ANALYSIS**

Funds from the My Brothers Keeper Community Capacity Grant shall be used to advance locally-led strategies that improve opportunity outcomes for boys and young men of color through programming, systems change efforts, and community engagement activities. Acceptable activities will focus on areas such as educational achievement, workforce readiness, safety, mentorship, and other locally defined priorities that contribute to long-term success.

In Spring 2022, in alignment with My Brother's Keeper Alliance, the City joined hundreds of cities, communities, and tribal nations across the country, engaging in cross-sector, city-wide collaboration to create critical and transformational systems change to address disparities that exist for Pittsburg's youth and men of color. Staff has worked with the MBK Alliance to become certified and recognized on a national level as a MBK Certified Community. This has included working sessions on collaboration, systems change, and creating a framework for how My Brother's Keeper Pittsburg will move from an initiative to an active and impactful program.

Based on the criteria provided by The Barack Obama Foundation, MBK Pittsburg submitted an application to utilize funding to further the work as follows:

- Sustain a Community Table consisting of a minimum of eight (8) community organizations that meet monthly to support outcomes for boys and young men of color related to the MBK Alliance Milestone 4: Completing Post-Secondary Education or Training.
- Engage a minimum of 15 boys and young men of color in the Pittsburg Ambassador program, which will emphasize mentorship and provide resources aligned with the Pathways to Success Program.
- Award one or more scholarships, totaling up to \$5,000, to young men of color from Pittsburg who are pursuing post-secondary education or training opportunities by July 1, 2026. Scholarship funds may be used for tuition, books, and related educational expenses.

The Community Capacity Grant will enable MBK Pittsburg to accomplish several objectives and implementation strategies in the Youth and Young Adult Services Master Plan related to identifying gaps in service, having a coordinated youth service network, and addressing health, crime, and economic/education disparities impacting Pittsburg youth and young adults. Additionally, the grant will allow further alignment with the joint City of Pittsburg and Pittsburg Unified School District pledge to address persistent opportunity gaps experienced by young men and women of color (Resolution 22-14210).

ATTACHMENTS:      Resolution  
                              Obama Foundation Grant Agreement

Report Prepared By: Sam Alley, Recreation Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Grant Funds from The Barack )  
Obama Foundation for Use As Part of )  
The My Brother’s Keeper Pittsburg )  
Initiative )

RESOLUTION NO. 26-

WHEREAS, in February 2014, President Obama launched the My Brother’s Keeper (MBK) program in response to the death of Trayvon Martin. The program sought to address the persistent opportunity gaps boys and young men of color face and to ensure all young people can reach their full potential; and

WHEREAS, on June 20, 2022, the City Council approved Resolution 22-14108 adopting the Youth and Young Adult Services Master Plan, outlining key objectives to identify and close gaps in service for youth and young adults; and

WHEREAS, on November 21, 2022, City Council adopted joint Resolution 22-14210 with the Pittsburg Unified School District to pledge to address persistent opportunity gaps experienced by young men and women of color; and

WHEREAS, in October 2023, MBK Pittsburg became a Certified Community with the My Brother’s Keeper Alliance under The Barack Obama Foundation; and

WHEREAS, in November of 2024, The Barack Obama Foundation created the Community Capacity Grant program seeking applications from Certified My Brother’s Keeper Communities to support focused growth and implementation aligned with the feedback and priorities identified in our My Brother’s Keeper Community’s Continuous Improvement Summary; and

WHEREAS, for consideration for the Community Capacity Grant, staff submitted a proposed budget detailing the use of funds, a brief narrative describing how funds will support one specific recommendation from the Continuous Improvement Summary, and confirmation of the executed MBK Certified Community Agreement, including the date of execution; and

WHEREAS, the City applied for and was awarded a Community Capacity grant in the amount of \$25,000 from The Barack Obama Foundation; and

WHEREAS, the Community Capacity Grant does not require matching funds; and

WHEREAS, the City proposes to accept this grant and appropriate the funds in the Miscellaneous Grants Fund Recreation department budget in Fiscal Year 2025-26.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby accepts a \$25,000 Community Capacity Grant from The Barack Obama Foundation and amends the Fiscal Year 2025-26 Miscellaneous Grants Fund budget by increasing estimated revenues by \$25,000 and by increasing appropriations by \$25,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of January 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

---

Dionne Adams, Mayor

ATTEST:

---

Alice E. Evenson, City Clerk



GRANT AGREEMENT

This Grant Agreement (this "Agreement") is entered into as of the date of last signature below (the "Agreement Effective Date") by and between The Barack Obama Foundation, a District of Columbia nonprofit corporation having 501(c)(3) status under the Internal Revenue Code (the "Foundation"), and the recipient party identified below, an entity formed under the laws of California (the "Recipient"). (The Foundation and Recipient may be individually referred to herein as "Party" and collectively as "Parties".)

Table with 2 columns: Field (Recipient, Grant Amount) and Value (City of Pittsburg, \$25,000.00)

The Parties agree as follows:

- 1. Grant; Use of Funds.
a. The Foundation wishes to provide financial support of \$25,000.00 (the "Grant") to support the activities described in Exhibit A (the "Grant Activities"), and Recipient desires to receive such Grant.
b. Recipient will use the Grant to support the Grant Activities and in accordance with the Agreement and budget set forth in Exhibit B ("Budget").
2. Disbursement of Grant. The Grant will be disbursed according to the schedule and requirements set forth in Exhibit C attached hereto.
3. Term and Termination of Agreement.
a. This Agreement commences on the Agreement Effective Date and expires on August 31, 2026, unless earlier terminated as provided herein (the "Term").
b. The Foundation may terminate this Agreement or modify, suspend, or discontinue any payment of the Grant if: (i) the Foundation is not reasonably satisfied with Recipient's progress on the Grant Activities; (ii) there are significant changes to Recipient's leadership or other factors that the Foundation reasonably believes may threaten the Grant Activities' success; (iii) there is a change in Recipient's control; (iv) there is a change in Recipient's tax status; (v) Recipient has misrepresented itself in any way to the Foundation; (vi) Recipient does not comply with any of the conditions described in this Agreement; (vii) this Grant, for whatever reason, is not able to be used, or not being effectively used, for the charitable purposes for which it was intended; (viii) Recipient is provisionally liquidated; (ix) if the Recipient misuses Grant funds under this Agreement; or (v) Recipient materially breaches any provision of this Agreement.
4. Prohibition Against Certain Activities. Recipient will not use funds for private inurement or improper private benefit or to influence legislation, affect the outcomes of elections, engage in political activities or to lobby, induce or encourage violations of law or public policy, undertake any activity for a non-charitable purpose, or in any manner that violates Section 501(c)(3) of the Internal Revenue Code.
5. Responsibilities.

- a. **Reporting.** Recipient will submit reports with such detail and in the form requested by the Foundation.
- b. **Conduct.** Recipient shall avoid any conduct that would compromise its or the Foundation's reputation, interest or goodwill.
- c. **Changes in Contact Information.** During the Term, Recipient is responsible for promptly updating the Foundation upon the change of mailing address, telephone number, email address or significant project staff, including the executive director.
- d. **Other Significant Changes.** During the Term, Recipient is responsible for promptly notifying the Foundation within 30 days of any significant changes in Recipient's organizational structure, purpose, leadership, financial situation, or other circumstance that could affect the terms of the grant or jeopardize Recipient's ability to successfully comply with the terms of this Agreement.

6. **Communications; Recipient Marks; Submissions; Releases.**

- a. **Communications Guidelines.** Detailed communications guidelines may be made available to the Recipient after execution of this Agreement (the "**Communications Guidelines**"). Recipient will adhere to any such Communications Guidelines provided by the Foundation. The Foundation may ask Recipient to remove or alter any content published by Recipient that does not adhere to the Communications Guidelines.
- b. **Recipient Marks.** Recipient hereby grants to Foundation a perpetual, non-exclusive, transferable, royalty-free, sublicensable right and license to use Recipient's Marks in connection with the Grant Activities. The Foundation may include information about the Grant, including Recipient's name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns and other public disclosures. For purposes of this Agreement, "**Recipient Marks**" means, all marks, logos, trade names, symbols and other words owned and/or used by Recipient as an indicia of source or to represent, or otherwise indicate an affiliation with, Recipient.
- c. **Submissions.** When the Recipient voluntarily, or on the Foundation's request, provides non-confidential comments, statements, stories, photographs, video, audio and/or other recordings, content, or media to the Foundation ("**Submissions**"), the Recipient grants the Foundation a perpetual, irrevocable, worldwide, sublicensable, royalty-free license to publish, reproduce, distribute, publicly perform, publicly display, edit, modify, create derivative works of and otherwise use the submissions in any manner or media and for any reasonable purpose at the sole discretion of the Foundation. The Recipient represents and warrants that it has all rights necessary to grant the foregoing rights and permission, including consents and releases from any Recipient Guests (or their parents/legal guardians as applicable) featured or depicted in its Submissions, and that no infringement or violation of any third party rights, including intellectual property rights, rights of publicity, or rights of privacy, will result from the use of its Submissions.
- d. **Photograph and Video Release.** The Foundation may document Grant Related Programming and other activities and programming in which the Recipient participates with photography, videography and/or sound recordings, including without limitation screencasts, screenshots, or recording of virtual Grant Related Programming (such as webinars or other online sessions) and may distribute or disseminate other communications, publications or media about the Grant and Grant Related Programming and the Recipient's and Recipient Guests' participation therein. The Recipient acknowledges and consents to the Foundation's right to make and use such materials in accordance herewith. The Recipient hereby grants the Foundation and its designees permission to use the likenesses, names, images, biographic information, voices ("**Likeness**") of the Recipient and any Recipient Guests and any material based thereon or derived thereon in photographs, videos, recordings, or other digital media ("**Content**") in any and all of its publications, including web-based publications, and in other publications or media, without further approvals or payment or other consideration. The Recipient agrees that all Content will be the sole property of the Foundation, and the Foundation may edit, distribute, publish, reproduce and otherwise exploit such Content. The Recipient also irrevocably authorizes the Foundation to reasonably edit, alter, copy, exhibit, publish, or distribute the Content for any lawful purpose. In addition, the Recipient waives any right to inspect or approve the finished Content products.
- e. **Release Forms.** The Recipient shall obtain, and is solely responsible for obtaining, signed consents and releases (the "**Releases**"), as applicable, covering its Recipient Guests' participation in Grant Related Programming, including any minor participants, granting the Foundation the right to document Grant

Related Programming and other activities as described in this Agreement. The Recipient hereby irrevocably transfers and assigns to the Foundation, and the Foundation hereby acquires from the Recipient, all of the Recipient's rights, title and interests in and to all Releases collected by the Recipient pursuant to this Agreement. The Recipient shall give the Foundation, and any Foundation designee, all reasonable assistance and shall execute all documents necessary to assist and/or enable the Foundation to perfect, preserve, register and record its rights in any and all such Releases. Notwithstanding the foregoing, Recipient shall have no liability for Foundation use of Content of an individual who did not consent to such use.

**7. Foundation Events.**

- a. If the Recipient or any Recipient Guests will attend any Foundation Event, the Recipient agrees to comply with, and to ensure that Recipient Guests are aware of and comply with, the Foundation's 501(c)(3) Guidelines (regarding compliance with Section 501(c)(3) of the United States Internal Revenue Code) found at [obama.org/charity-law-compliance](http://obama.org/charity-law-compliance) (the "**Charitable Organization Guidelines**") and any event policies (including any health, safety, or conduct policies, including the Foundation's event code of conduct available at <https://obama.org/event-policies>) for such Foundation Event ("**Event Policies**" and together with the Charitable Organization Guidelines, the "**Event Guidelines**"), which Event Guidelines are subject to change from time to time at the Foundation's sole discretion. At Foundation Events, the Recipient must, and must ensure that Recipient Guests, comply with all reasonable directions of the Foundation. The Foundation reserves the right to deny entry to any Foundation Event to any specific individual (including any Recipient Guest) in its sole discretion. The Recipient acknowledges that: (i) it is responsible for its own security and property at any Grant Related Programming; and (ii) to the fullest extent permitted by applicable law, the Recipient releases and indemnifies the Foundation Indemnities from any and all liability for any and all Claims related to or on account of injury, death, or property damage arising out of or attributable to, directly or indirectly, Recipient's and/or Recipient Guests' attendance at or participation in any Grant Related Programming, whether arising out of the negligence of the Foundation or any Foundation Covered Parties or otherwise (excluding gross negligence).
- b. Minors may only attend Grant Related Programming with the express invitation from and consent of the Foundation. The Foundation will determine in its sole discretion whether any Foundation Event is open to minors. If any minor from the Recipient's community attends (whether in-person or virtually) any Grant Related Programming, such minor must be chaperoned by the Recipient at all times during the entirety of such Grant Relating Programming. The Recipient shall provide, and is solely responsible for providing, chaperones for any minor from the Recipient's community. As between the Recipient and the Foundation, the Foundation is not responsible for any minor from the Recipient's community regardless of whether Foundation personnel are present at such Grant Related Programming. The Recipient shall not invite any minor or otherwise allow any minor to participate in Grant Related Programming without a Release signed by such minor's parent or legal guardian.
- c. For purposes of this Agreement:
  - i. "**Grant Related Programming**" means any Foundation Event and any third-party program, function, event, meeting, session, webinar, networking, or activity that the Recipient is invited to as a result of or in connection with the Grant or any Grant Activities.
  - ii. "**Foundation Event**" means any Foundation programming, functions, events, meetings, sessions, webinars, networking, or activities hosted by the Foundation (whether in-person or virtual).
  - iii. "**Recipient Guests**" means any Recipient Personnel, any Recipient program participants, and any other guests or invitees of the Recipient.
  - iv. "**Recipient Personnel**" means the Recipient's directors, officers, managers, employees, contractors, subcontractors, agents, representatives, affiliates, volunteers, and any other person under the Recipient's direction or control or acting with authority from the Recipient.

**8. Publicity; Non-Disparagement.**

- a. **Publicity.** Unless otherwise expressly permitted by this Agreement, the Recipient shall not (i) use the names, logos, service marks or trademarks, or otherwise identify or refer to the Foundation or its directors, officers,

employees, agents, representatives, contractors, principals, affiliates, donors, products, services or programs, or President Barack Obama, First Lady Michelle Obama, or their children, parents, siblings or other family members (collectively, including the Foundation, “**Foundation Covered Parties**”), or (ii) use, identify or refer to the Grant, in the case of either subsection (i) or (ii) in any press releases, publicity, marketing, promotional material, or in any other public manner (including without limitation on a website or any social media channel) without the prior written consent of the Foundation. If the Foundation approves, in its sole discretion, any type of use or activity described in this Section 6(a), the Recipient (A) shall comply with any use guidelines or restrictions communicated by the Foundation to the Recipient, (B) shall not disclose non-public details about the Agreement, the Grant, or other Protected Information, and (C) must accurately represent itself and its status as a grantee of the Foundation. Notwithstanding the foregoing, the Recipient may list the Foundation in an alphabetical list of funders in Recipient’s annual report or regular newsletter or website in the same manner as any other funders of similar size or contribution.

- b. **Non-Disparagement.** Recipient shall not make any oral or written statement or other communication that disparages or places in a false or negative light any Foundation Covered Party, any affiliates thereof, the respective principals, officers, directors, employees, investors, partners, managers, members, products or services of the Foundation or any of its affiliates, or President Barack Obama, First Lady Michelle Obama, or their children, parents, siblings or other family members; provided, however, that nothing herein shall preclude Recipient from testifying as required by lawful subpoena or other legal process or making good faith reports to governing regulatory bodies or authorities.
9. **No Other Financial Responsibility.** Neither the Foundation nor any of its officers, executives, directors, principals, shareholders, affiliates, employees, agents, representatives, or contractors, or executive has any other financial commitment to Recipient under this Agreement or any other agreements beyond what is stated herein.
  10. **Return of Funds.** Any funds that have not been properly used for, or committed to, the Grant Activities upon the expiration or the termination of this Agreement must be returned promptly to the Foundation, or applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.
  11. **Representations and Warranties.** Recipient hereby represents and warrants to the Foundation, with the intention that the Foundation rely thereon in entering into this Agreement, that:
    - a. All the information Recipient has provided and will provide to the Foundation is true and accurate.
    - b. Recipient: (i) is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization; (ii) is in compliance with all applicable statutes, laws, ordinances, regulations, rules, codes, constitutions, treaties, common law, governmental orders or other requirements of rules of law promulgated by any government authority; (iii) does not and will not support terrorism or employ or deal with entities or individuals known or believed by Recipient to support terrorism; (iv) will take reasonable steps to ensure that any funds provided by the Foundation are not distributed or used to provide comfort, aid or support to terrorist organizations; and (v) will not offer or provide money, gifts or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Grant Activities, including by assisting any party to secure an improper advantage.
    - c. All Grant funds will be used for charitable purposes.
    - d. Recipient has the registrations, licenses, permits, and governmental approvals required to perform Recipient’s responsibilities under this Agreement. Upon the Foundation’s request, Recipient shall submit copies of any required registrations, licenses, permits or governmental approvals required to perform Recipient’s responsibilities under this Agreement to the Foundation.
    - e. This Agreement does not and will not materially breach any agreement between Recipient and any third party, and Recipient has not entered into and will not enter into any agreement, either written or oral, in conflict with Recipient’s obligations under this Agreement.

12. **Insurance.** Recipient shall maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Grant Activities in accordance with generally-accepted industry standards and as required by applicable law.

13. **Indemnification.**

- a. To the extent permitted by applicable law, Recipient shall defend, indemnify and hold harmless the Foundation and the Foundation's officers, directors, employees, principals, agents, representatives, affiliates, successors and assigns (collectively, the "**Foundation Indemnitees**") from and against any and all liabilities, obligations, claims, demands, suits, losses, expenses, damages, fines, judgments, settlements and penalties arising from any claim asserted by a third party, including, without limitation, costs, expenses and attorneys' fees incident thereto (collectively, "**Claims**"), based upon or occasioned by or in connection with (i) any negligence, gross negligence or willful misconduct or strict liability of Recipient or its affiliates, subcontractors or any other person under Recipient's direction or control, or any act by any such person outside the scope of this Agreement, (ii) a violation of any statute, regulation, rule, ordinance, order or decree by Recipient or its affiliates in connection with the performance of Recipient's obligations under this Agreement, and/or (iii) a breach of this Agreement by Recipient.
- b. The Foundation shall defend, indemnify and hold harmless Recipient and Recipient's officers, directors, employees, managers, shareholders, partners, affiliates, successors and assigns from and against any and all Claims based upon or occasioned by or in connection with (i) any negligence, gross negligence or willful misconduct or strict liability of the Foundation or any person under the Foundation's direction or control, and/or (ii) a breach of this Agreement by the Foundation.
- c. If any Claim is asserted that would entitle a Party (or its officers, directors, employees, managers, shareholders, partners, affiliates, successors or assigns) to indemnification pursuant to this Agreement, such Party (the "**Indemnified Party**") shall give prompt written notice thereof to the other Party (the "**Indemnifying Party**"). The Indemnifying Party may elect to direct the defense or settlement of any such Claim by giving written notice to the Indemnified Party, which election will be effective immediately upon receipt by the Indemnified Party of such written notice of election. The Indemnifying Party shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend any such Claim, or to compromise, settle or otherwise dispose of the same, if the Indemnifying Party deems it advisable to do so, all at the expense of the Indemnifying Party; *provided* that the Indemnifying Party shall not settle, or consent to any entry of judgment in, any Claim without obtaining either: (i) an unconditional release of the Indemnified Party from all liability with respect to all claims underlying such Claim; or (ii) the prior written consent of the Indemnified Party. An Indemnified Party shall not settle, or consent to any entry of judgment, in any Claim without obtaining the prior written consent of the Indemnifying Party. The Parties shall fully cooperate with each other in any Claim and shall make available to each other any books or records useful for the defense of any such Claim.

14. **Confidentiality.**

- a. For purposes of this Agreement, "**Protected Information**" means any and all non-public, confidential, or proprietary information about the Foundation disclosed before, on, or after the Agreement Effective Date, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation: (i) information concerning the Foundation's: business, fundraising, operations, plans, finances, strategies, methodologies, or other affairs; capital and assets; technology and proprietary information of the Foundation; proprietary methods and processes; source code; data, lists, models, analytics, digital assets, and databases, and information contained therein; technical, financial and business information and data; lists of actual or potential donors; lists of individuals that are attending or invited to Foundation Events; details of Foundation Events not open to the general public (including, without limitation, time and place of events); (ii) any business or other relationship now or subsequently existing between Foundation and the Recipient; and (iii) all information that the Foundation is required by third parties to keep confidential. Information shall not be considered Protected Information hereunder to the extent, but only to the extent that, such information (A) is or becomes publicly known and made generally available in the public domain

through no action or inaction (including through no fault, default, or breach) of the Recipient or its Representatives, (B) is or was rightfully acquired by the Recipient from an independent third party on a non-confidential basis without a breach of such third party's obligations of confidentiality, whether by a legal, contractual or fiduciary obligation, or (C) if such information is or was independently developed by the Recipient without use of or reference to any Protected Information or any materials or data of the Foundation, as shown by documents and other competent evidence in Recipient's possession.

- b. To the extent permitted by applicable law, the Recipient shall use any Protected Information disclosed to it or otherwise made available to the Recipient solely for the purpose of fulfilling its obligations under the Agreement and shall keep such Protected Information strictly confidential until such time, if ever, such Protected Information becomes available to the public (other than as a result of a disclosure by the Recipient or any of its Representatives in violation of its or their confidentiality obligations). The Recipient shall treat the Protected Information with at least the same degree of care as the Recipient uses to safeguard from unauthorized disclosure its own confidential and proprietary information of like importance, but in no event less than a reasonable degree of care. To the extent permitted by applicable law, the Recipient will not, without the prior written consent of the Foundation, (i) use any Protected Information other than in connection with this Agreement, or (ii) disclose, in any manner or via any media whatsoever, any such Protected Information other than to its Representatives. The Recipient may disclose Protected Information, on a need-to-know basis, to any of its directors, officers, managers, controlling members, employees, agents, approved subcontractors, affiliates, financing sources, or advisers (including, without limitation, attorneys, accountants, consultants, bankers and similar financial advisors) (collectively, "**Representatives**") who (i) Recipient believes need to know the Protected Information for purposes directly related to this Agreement, (ii) are informed of the confidential nature of the Protected Information, and (iii) agree to abide by the confidentiality provisions of this Agreement. The Recipient will be responsible for any breach of this Agreement by any of its Representatives.
  - c. To the extent permitted by applicable law, in the event that the Recipient or any of its Representatives becomes legally compelled to disclose any of the Protected Information, the Recipient will notify the Foundation promptly so that the Foundation may seek a protective order or other appropriate remedy, or, in the Foundation's sole discretion, waive compliance with this Section 13.
  - d. For the avoidance of doubt, if the Recipient has previously executed a non-disclosure agreement in favor of the Foundation, nothing contained herein shall abrogate or in any way limit the terms and provisions of any such existing non-disclosure agreement (if any, an "**Existing NDA**").
15. **Retention of Records.** Recipient's records relating to the Grant Activities shall be kept in accordance with generally accepted principles of accounting, shall be retained by Recipient for a period of no less than five (5) years and shall be available to the Foundation or the authorized representative of the Foundation for audit and review during normal business hours.
16. **Ownership of Work.**
- a. Unless otherwise noted in the proposal for the Grant, the Foundation expects that the Recipient will own the resulting intellectual property generated with Foundation support. The Foundation will not take any actions that limit free public access to those materials. If applicable, Recipient hereby grants the Foundation a license to exercise all copyrights with respect to all work products created and data generated under this grant in all media now known and later developed. This license is non-exclusive, royalty-free, paid up, worldwide, perpetual, irrevocable, sub-licensable, and transferable.
  - b. Nothing in this Agreement shall grant Recipient any right, title or interest in any intellectual property rights or Protected Information of the Foundation.
17. **Performance Covenants.**
- a. Recipient and its employees and representatives shall at all times comply with all applicable federal, state and local laws, regulations, rules, ordinances, orders and decrees. If any discrepancy or inconsistency should be discovered between the specifications established for the Grant Activities and any law, regulation, ordinance, order or decree applicable to the performance of the Grant Activities, Recipient shall

immediately report such discrepancy or inconsistency to the Foundation and shall conform its Grant Activities to any orders or instructions issued by the Foundation.

- b. Recipient will notify the Foundation in writing if: (i) Recipient is served with a notice of violation of any law, regulation, permit or license which relates to the Grant Activities hereunder; (ii) proceedings are commenced which could lead to revocation of permits, licenses or other governmental authorizations which relate to the Grant Activities; (iii) permits, licenses or other governmental authorizations relating to the Grant Activities are revoked; (iv) litigation is commenced against the Recipient which could affect the Grant Activities; (v) Recipient becomes the subject of (or has reason to believe it shall become the subject of) a claim or allegation of infringement, misappropriation, dilution or other violation of the rights of any third party, that could reasonably implicate the Grant Activities; or (vi) Recipient becomes aware that its equipment or facilities related to the performance of such Grant Activities are not in compliance with applicable laws, regulations, permits or licenses.

18. **Non-Discrimination.** Recipient shall not discriminate against any applicant for employment, any employee, or Grant beneficiary on the basis of race, color, religion, sex, gender identity, age, disability, national origin, ancestry, sexual orientation, LGBT status, marital status, parental status, military discharge status, or source of income.

19. **Miscellaneous.**

- a. **No Authority to Bind.** Nothing herein will at any time be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between the Foundation, or the Foundation's officers, directors, principals, affiliates, representatives, partners, managers, employees or agents, on the one hand, and Recipient or Recipient's officers, directors, partners, managers, employees or agents, on the other hand. Recipient and its affiliates will have no right or authority to act for, represent, bind, obligate or commit the Foundation and will not attempt to enter into any contract, commitment, or other agreement, or incur any debt or liability of any nature in the name or on behalf of the Foundation. Unless otherwise specified in this Agreement, Recipient shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents. Recipient shall indemnify and hold the Foundation and its affiliates, officers, directors, employees and agents harmless from and against any and all liabilities, claims, demands, damages, and expenses (a) arising from any determination (whether judicially or administratively) that a relationship, other than that of independent contractor, exists between the Foundation and Recipient, or (b) in connection with hiring, termination, compensation, discipline, evaluation and resolution of complaints and grievances of Recipient's employees.
- b. **Waiver.** If either Party fails to enforce any of the provisions of this Agreement or any rights or remedies hereunder, such failure will not be considered to be a waiver of any of those provisions, rights, or remedies or in any way affect the validity of this Agreement. The failure of either Party to exercise any of such provisions, rights, or remedies will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights, or remedies that it has under this Agreement or pursuant to law. A Party shall be deemed to have waived a right of such Party under this Agreement only if the waiver is in a writing signed by the waiving Party.
- c. **Entire Agreement; Amendment.** Certain obligations of the Parties under this Agreement are set forth in the exhibits attached hereto, which exhibits are hereby incorporated by reference and made a part of this Agreement. This Agreement and all exhibits hereto, together with any Existing NDA (if applicable), constitute the entire agreement between Recipient and the Foundation. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Grant Activities set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both Parties. The captions in this Agreement are for the convenience of the Parties in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof.
- d. **Binding Effect; No Third-Party Beneficiaries; Assignment.** This Agreement shall be binding on and inure to the successors and permitted assigns of the Parties. Subject to the immediately preceding sentence, no person or entity other than the Parties has or will have any rights or remedies under this Agreement. This

Agreement shall not be assigned in whole or in part by the Recipient without first obtaining the prior written consent of the Foundation (which may be withheld in the Foundation's sole and absolute discretion), and any attempted assignment without the Foundation's prior written consent shall be void and of no force or effect. The Foundation may assign this Agreement, including assignment by operation of law, at any time, in its sole and absolute discretion, to the Foundation's nominee by giving the Recipient written notice of same, which notice shall specify the assignee and the effective date of assignment.

- e. **Headings; Severability.** The headings in this Agreement are for the convenience of the Parties and shall not constitute a part of this Agreement nor be considered interpretative thereof. Every Section, paragraph, part, term or provision of this Agreement is severable from others. If any Section, paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the Parties agree that such provision will be given the maximum effect possible, so as to enforce the provision as closely as possible to the intent of the drafted language without causing the provision to be found void, invalid or unenforceable. However, if any provision of this Agreement cannot be so saved, this Agreement shall be considered divisible as to such provision, which shall be inoperative, and the remaining Sections, paragraphs, parts, terms and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.
- f. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received; or (d) email, provided that such email delivery shall be followed within one (1) business day by delivery of such notice or communication pursuant to clause (a), (b) or (c) above, in which case notice shall be deemed delivered on the date of such email if received prior to 5:00 p.m. (time zone of the recipient) on a business day, but if not received prior to such time, then on the following business day. All notices to the Recipient shall be sent to the address set forth on page 1 of this Agreement, and all notices to Foundation shall be addressed as follows: The Barack Obama Foundation, 5235 S. Harper Ct., Suite 1140, Chicago, Illinois 60615, Attention: Chief Legal Officer, Email: [legal@obama.org](mailto:legal@obama.org). The foregoing addresses may be changed from time to time by notice to the other Party in the manner hereinbefore provided. The foregoing addresses may be changed from time to time by notice to the other Party in the manner hereinbefore provided.
- g. **Attorneys' Fees.** In the event of litigation relating to this Agreement, the prevailing party in such litigation shall be entitled to receive from the non-prevailing party the reasonable expenses and costs, including attorneys' fees and costs, such prevailing party has incurred in connection with such litigation, including any appeal therefrom.
- h. **Governing Law; Venue.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. The Parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state and federal courts located in Chicago, Illinois for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state or federal courts located in Chicago, Illinois, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.
- i. **Survival.** All rights and obligations under this Agreement that arose or accrued prior to termination or expiration of this Agreement, and that, by their nature, should survive any such termination or expiration, will survive any such termination or expiration, including without limitation the rights and obligations with respect to the use of intellectual property and the rights and obligations set forth in Sections 6 (Communications; Recipient Marks; Submissions; Releases), 7 (Foundation Events), 8 (Publicity; Non-

Disparagement), 13 (Indemnification), 15 (Retention of Records), 16 (Ownership of Work Product), and 19 (Miscellaneous).

- j. **Rights and Remedies; Equitable Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance, in equity, or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies. Recipient acknowledges and agrees that (i) a breach or threatened breach by the Recipient of any of its obligations under Sections 6 (Communications; Recipient Marks; Submissions; Releases), 7 (Foundation Events), 8 (Publicity; Non-Disparagement), 14 (Confidentiality), or any obligations relating to the use of any intellectual property would give rise to irreparable harm to the Foundation for which monetary damages would not be an adequate remedy, and (ii) in the event of a breach or a threatened breach by the Recipient of any such obligations, the Foundation will, in addition to any and all other rights and remedies that may be available to the Foundation at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security (to the extent permitted by applicable law), and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.
- k. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that this Agreement and any written instrument delivered in connection herewith may be executed by electronic methods (whether by .pdf scan sent via email or facsimile or by use of an electronic signature platform or application). Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any similar federal or state law, rule or regulation as may be in effect from time to time, and the Parties hereby waive any objection to the contrary.

[SPACE BELOW INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

This Agreement has been executed and delivered by each Party's duly authorized representative as of the date set forth below.

<b>Recipient:</b>	<b>Foundation:</b>
<b>City of Pittsburg</b>	<b>The Barack Obama Foundation</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

**EXHIBIT A**  
**Grant Activities**

The Recipient will use the Grant to advance locally-led strategies that improve opportunity outcomes for boys and young men of color through programming, systems change efforts, and community engagement activities. This work may focus on areas such as educational achievement, workforce readiness, safety, mentorship, and other locally defined priorities that contribute to long-term success.

**EXHIBIT B**  
**Budget**

**RECIPIENT BUDGET**

Pathway to Success Funding	\$15,000
Scholarships	\$5,000
Tutoring and mentorship (hiring and execution)	\$5,000
<b>Total:</b>	<b>\$25,000</b>

**EXHIBIT C**  
**Reporting and Payment Schedule**

1. **Reporting.**

- a. The Grant (and the Foundation's obligation to pay each installment thereof) is expressly subject to (x) Recipient's compliance with this Agreement and (y) Recipient's provision to the Foundation of:
- i. A final spending report (in form, substance and detail reasonably acceptable to the Foundation) outlining the Grant Activities and a summary of receipts and expenditures with an itemized statement of costs incurred by Recipient in performance of the Grant Activities due on or before August 31, 2026.
  - ii. Each of the following:
    - Audited or equivalent financial statements
    - Single audit reports (including reports on compliance and other matters, reports on internal controls over compliance, and schedules of findings and questioned costs)
    - Any other audit reports covering compliance with other grants or regulations (i.e., state reports)
    - Any other reports or documentation as the Foundation may reasonably request
- b. For any report to be considered satisfactory, it must demonstrate progress against the targets or milestones for the relevant Grant period as outlined below. If progress has not been made, the report should explain why not and what adjustments Recipient is making to get back on track.
- The Recipient shall sustain a Community Table consisting of at least 8 community organizations that meet monthly to support outcomes for boys and young men of color related to Milestone 4: Completing Post-Secondary Education or Training.
  - The Recipient shall engage at least 15 boys and young men of color in the Pittsburg Ambassador program, which will emphasize mentorship and provide resources aligned with the Pathways to Success Program.

The Recipient shall award one or more scholarships, totaling up to \$5,000, to young men of color from Pittsburg who are pursuing post-secondary education or training opportunities by July 1, 2026. Scholarship funds may be used for tuition, books, and related educational expenses.

- c. Recipient shall notify the Foundation in writing if Recipient desires to add or modify any target or milestone. The Foundation may approve or deny any change request in its sole discretion, and Foundation approval of any requested change is only valid if given in writing.
- d. The Foundation may, in its sole discretion, modify any reporting deadlines or requirements and will notify Recipient of any such changes in writing.

2. **Grant Payment Schedule.**

- a. The Foundation shall disburse the Grant in one installment of \$25,000, to be invoiced by Recipient upon execution of the Agreement. Invoices will be paid by the Foundation within 30 days after receipt by the Foundation of the Recipient's complete and accurate invoice.
- b. Payments are subject to Recipient's compliance with this Agreement and the Foundation's approval of any applicable targets, milestones, and reporting deliverables required under this Agreement. The Foundation may, in its reasonable discretion, modify payment dates or amounts and will notify Recipient of any such changes in writing.



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

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale - City Manager

**SUBJECT:** Adoption of a City Council Resolution for Consideration to Hire a CalPERS Retired Annuitant in Accordance with Government Code Sections 7522.56, 21221(h) and 21224

**MEETING DATE:** January 20, 2026

**EXECUTIVE SUMMARY**

The intent of this report is to provide City Council with sufficient information to approve a resolution delegating authority to the City Manager to appoint Steve Albanese as a retired annuitant to serve as the Interim Chief of Police during the executive recruitment process, and waiving the 180-day waiting period as allowed by law.

**FISCAL IMPACT**

If approved, the cost could be up to \$150,000 for a six-month timeframe. This expense will be covered by the budgeted salary allocation for the regular position. This action does not result in any additional cost to the City.

**RECOMMENDATION**

It is recommended that City Council delegate authority to the City Manager to appoint Steve Albanese as a retired annuitant to work on a limited-term basis performing the duties and functions of Interim Chief of Police, and waive the CalPERS 180-day waiting period.

**BACKGROUND**

On November 25, 2025, Chief of Police Steve Albanese submitted his resignation and

intent to retire with an effective date of December 30, 2025. Soon after Chief Albanese's announcement, the City began to determine next steps for a Police Chief recruitment.

Due to the nature of executive recruitments, which can take three to five months to fill a vacancy, the City asked if Chief Albanese would be open to being appointed as a retired annuitant so that operations can continue to move seamlessly in the interim, as well as effectuating a smooth transition of duties for the new Chief of Police.

CalPERS allows for retired annuitants to work for a CalPERS employer in two types of employment: Extra Help and Interim or Acting appointments to a vacant position. In each of these circumstances, certain restrictions apply. Those are:

- The appointment must be for a limited duration;
- The hourly pay rate cannot be less than the minimum or exceed the maximum listed in the employer's publicly available pay schedule (base pay only);
- No benefits, incentives, compensation in lieu of benefits, or other forms of compensation can be paid;
- The hours of work are restricted to 960 in a fiscal year; and
- Unemployment Insurance payments cannot have been received for prior retired annuitant work.

For Interim or Acting appointments due to a vacancy, additional restrictions apply. Those are:

- The retired annuitant may be appointed to an Interim position by the governing body of an employer (Government Code sections 7522.56 and 21221(h));
- Before the hire, the employer must have in place an active recruitment for a permanent replacement for the vacant position;
- The retired annuitant can only be hired as an Interim or Acting appointment during the period of recruitment; and
- The retired annuitant can only be appointed once to the vacant position.

CalPERS has a 180-Day Waiting Period Requirement (Government Code sections 7522.56 and 21224) for retired annuitants following their retirement date, during which they cannot be employed with a CalPERS employer. There is an exception to the 180-day wait for retired public safety officers (as defined in Gov. Code section 3301, peace officer) who will perform peace officer retired annuitant work. Chief of Police classification qualifies for this exception. An additional exception is when the employer certifies the nature of the employment, and that the appointment is necessary to fill a critically needed position sooner than 180 days. In that event, the appointment must be approved by the employer's governing body, in a public meeting, as an action item. Both of these exceptions apply to Chief Albanese's retirement and rehiring as a retired annuitant.

## **SUBCOMMITTEE FINDINGS**

This item was not presented to the Finance subcommittee.

## **STAFF ANALYSIS**

Chief Steve Albanese retired effective December 30, 2025, with over 29 years of institutional knowledge and has been an integral part of the Pittsburg Police Department Staff, as well as the community at-large. The City is in the process of hiring a Chief of Police and anticipates filling the position in the next few months. Appropriate training and transition of duties with a senior leader is essential for maintaining efficient operations within public safety services.

It is anticipated this assignment may last approximately six months or when a new Chief is appointed, whichever comes first, assuming the recruitment results in a successful hire.

This action is a viable solution since it will not require creating additional work for the current staff members. Other alternatives would be more expensive, less expedient, and could cause delays to certain public safety functions or deadlines.

ATTACHMENTS:     Resolution  
                          Employment Agreement

Report Prepared By: Jennifer Brizel, Director of Human Resources

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Waiving 180-day Waiting Period to Hire	)	
Retired Annuitant and Delegating Authority to	)	RESOLUTION NO. 26-
City Manager to Appoint Steve Albanese as	)	
Interim Chief of Police	)	

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the City of Pittsburgh must provide CalPERS a certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Steve Albanese retired from City of Pittsburgh in the position of Chief of Police, effective December 30, 2025; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is December 30, 2025, without a certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, Gov. Code section 7522.56 provides an exception to the 180-day wait period for retired public safety officers (as defined in Gov. Code section 3301) who will perform peace officer retired annuitant work; and

WHEREAS, Gov. Code section 7522.56 provides an exception to the 180-day wait period when the employer certifies the nature of the employment, that the appointment is necessary to fill a critically needed position sooner than 180 days, with the appointment approved by the governing body as an action item in a public meeting; and

WHEREAS, the City Council, the City of Pittsburgh, and Steve Albanese certify that Steve Albanese has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council may appropriately delegate its authority to the City Manager to appoint Steve Albanese as a retired annuitant to perform the duties of Interim Chief of Police for the City of Pittsburgh under Gov. Code section 21221(h), during the current recruitment process for a new Chief of Police, effective January 21, 2026; and

WHEREAS, the entire employment agreement, contract or appointment document between Steve Albanese and the City of Pittsburgh has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms, or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment is limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the salary for this position is \$23,461 per month and the hourly equivalent is \$135.35; and

WHEREAS, the hourly rate paid to Steve Albanese will be \$135.35; and

WHEREAS, Steve Albanese will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW THEREFORE, BE IT RESOLVED THAT the City Council of the City of Pittsburg hereby finds the recitals set forth above are true and correct, and certifies the nature of the appointment of Steve Albanese as described in the recitals and that this appointment is necessary to fill the critically needed position of Chief of Police for the City of Pittsburg by January 21, 2026 because this appointment is necessary to maintain efficient operations with the Police Department with high level oversight and responsibility.

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg delegates its authority to the City Manager to appoint Steve Albanese as a retired annuitant to serve as Interim Chief of Police during the recruitment period.

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg certifies this appointment as a peace officer position as defined in Gov. Code section 3301, and therefore, waives the CalPERS 180-day waiting period for appointment, and certifies this appointment is necessary to fill a critically needed position sooner than 180 days, and therefore, waives the CalPERS 180-day waiting period for appointment.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of January 2026 by the following vote:

AYES:  
NOES:  
ABSTAINED:  
ABSENT:

\_\_\_\_\_  
Dionne Adams, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk

## RETIRED ANNUITANT AGREEMENT

This Retired Annuitant Agreement (“**Agreement**”), is entered into this January 21, 2026, by and between the City of Pittsburg, a California municipal corporation (“**City**”), and Steve Albanese, an individual (“**Employee**”).

### RECITALS

**WHEREAS**, Employee retired effective December 30, 2025 from his position as Police Chief for the City; and

**WHEREAS**, as a result of his experience as a Police Chief in Pittsburg for the three years, Employee possesses specialized skills, institutional knowledge, and appropriate training in all aspects of executive-level police operations.

**WHEREAS**, City requires the services of a Police Chief with specialized skills in the areas listed above (“**Specialized Services**”) to serve as a temporary Police Chief during the executive recruitment process and as extra help in such areas for a limited duration pursuant to California Government Code Section 21224; and

**WHEREAS**, City desires to employ Employee as a temporary Police Chief of the City, Employee desires to serve in such capacity, and the parties desire to agree in writing to the terms and conditions of Employee’s temporary employment in this position; and

**WHEREAS**, the City Manager and Employee desire to agree in writing on the terms and conditions of Employee’s temporary employment; and

**WHEREAS**, Employee is a Police Chief and the Specialized Services are functions regularly performed by a Police Chief.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the parties hereto agree as follows:

### SECTION 1, DUTIES

a. City hereby agrees to employ Employee as temporary Police Chief of the City to perform the Specialized Services. The general duties of a Police Chief are described in the classification specification attached as Exhibit A.

b. The classification specification attached as Exhibit A may change from time to time at City’s sole discretion.

c. Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession, shall comply with

all general rules and regulations established by the City, and shall obey the laws of the United States of America and State of California as they apply to the performance of his duties.

d. Employee shall not engage in any activity that is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law.

## **SECTION 2, TERM**

Employee shall be retained as a temporary Police Chief of the City for the period of January 21, 2026, until a new Police Chief begins employment. This is expected to take no longer than eight (8) to twelve (12) weeks. Under no circumstances shall Employee work more than nine hundred and sixty (960) hours for any CalPERS-contracted employer during the City's fiscal year (July 1 through June 30).

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3, Termination, of this Agreement.

The parties recognize and affirm that: (1) Employee is an "at will" employee whose employment may be terminated by the City without cause; (2) there is no express or implied promise made to Employee for any form of continued employment, and Employee has no "property interest" in continued employment; and (3) this Agreement is the sole and exclusive basis for the employment relationship between Employee and City.

## **SECTION 3, TERMINATION**

a. The City Manager may terminate this Agreement for convenience at his/her absolute discretion upon thirty (30) days written notice to Employee. If Employee is terminated by the City Manager for (1) conviction of a felony; (2) conviction of any illegal act involving moral turpitude or personal gain; (3) a plea of nolo contendere to any felony or illegal act involving moral turpitude or personal gain; or (4) conviction of a misdemeanor that causes the City Manager to lose confidence in Employee's ability perform his job, the City Manager shall have no obligation to provide thirty (30) days advance written notice.

b. In the event Employee voluntarily resigns his position with City at any time during the term of this Agreement, then Employee shall give City no less than thirty (30) days written notice, unless the parties otherwise agree.

## **SECTION 4, STATUS AS TEMPORARY ANNUITANT EMPLOYEE**

Employee's post-retirement employment under this Agreement shall at all times be in compliance with the California Government Code, including, but not limited to, Sections 7522.56 and 21224.

City makes no representations or warranties regarding Employee's eligibility to work as a retired annuitant, Employee's status with CalPERS, or his retirement as a result of this appointment. Employee understands and agrees he is solely responsible for determining that his employment with City complies with applicable CalPERS laws and implementing regulations governing CalPERS retired annuitants. Should Employee's employment with City result in reinstatement of Employee into CalPERS, Employee for himself, his heirs, executors, administrators, assigns, and successors, hereby fully and forever, irrevocably and unconditionally releases, discharges and covenants not to sue City from any and all claims, actions, causes of action, judgments, liens, indebtedness, damages, obligations, losses, liabilities, costs, claims for attorneys' fees and costs, and all other claims and rights of action of all kinds and descriptions, which are connected with or in any way related to Employee's reinstatement into CalPERS.

## **SECTION 5, COMPENSATION AND BENEFITS**

a. City agrees to pay Employee for his services rendered hereunder at an hourly rate of \$135.35. The hourly rate was calculated by dividing the maximum monthly permitted pay (i.e., Step E) for Police Chief divided by one hundred seventy three and 333/1000 (173.333) hours and set at three decimal places (e.g., ###.###). Employee shall be paid in installments at the same time as other employees of the City are paid, and subject to customary withholdings. Total compensation shall not exceed \$75,000.00.

b. Neither Employee nor his dependents shall receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate specified above.

c. This Agreement shall not modify or otherwise affect Employee's eligibility to receive retiree health insurance benefits, COBRA benefits, or other benefits provided as a result of his (prior) regular employment with City.

## **SECTION 6, EVALUATION OF PERFORMANCE**

The City Manager or his designee and Employee shall periodically define such goals and performance objectives which they determine necessary for the proper completion of Employee's duties, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be reasonably attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided.

## **SECTION 7, HOURS OF WORK**

It is recognized that Employee may be required to devote a great deal of time outside the normal office hours of business of the City, and to that end, Employee shall be allowed to establish a flexible work schedule subject to the City Manager's review and approval.

## **SECTION 8, AUTOMOBILE AND EQUIPMENT**

Employee's duties require that the Employee shall have the exclusive and unlimited usage of a City-owned automobile for any travel up to two hundred (200) miles one way outside the City of Pittsburg boundaries, and unrestricted use for all duty-related travel regardless of distance. Employee shall also have use of all issued department equipment as needed to perform the job duties of Police Chief.

## **SECTION 9, CONFLICT OF INTEREST; EMPLOYEE WARRANTIES**

a. Employee understands that his professional responsibility under the terms of this Agreement is solely to City. Other than those items specifically and previously disclosed, Employee warrants that he presently has no interest and will not acquire any direct or indirect interest that would conflict with his performance of duties under this Agreement.

b. Employee warrants that, as of the commencement of his services under this Agreement, he will be able to immediately begin performance of his duties and that by entering this Agreement he will not be in violation of any other contract or Agreement.

c. Employee certifies that during the 12-month period prior to January 21, 2026 Employee has not received any unemployment insurance compensation arising out of post-retirement employment with the City or any other public employer.

## **SECTION 10, RESOLUTION OF DISPUTES**

a. If either party brings an action to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees and costs. Prior to either party commencing litigation, the parties shall mutually agree to voluntary mediation and shall mutually agree upon the mediator and shall equally divide the cost of mediation.

b. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE or its successor in interest ("**JAMS**") and JAMS shall provide the parties with the names of five (5) qualified mediators. The method of selection from said list shall consist of the following process:

After a toss of coin to decide which party shall move first, the City Manager or his/her designee and the Employee shall alternatively strike one name from the list until one name remains and such

person shall serve as the mediator. The next to the last name stricken shall be the alternate mediator to serve in the event the first mediator is not available. The procedure shall be followed until there is an available mediator.

c. If the dispute remains unresolved after mediation, either party may commence litigation. Any litigation arising out of this Agreement shall be brought in Contra Costa County, California, and shall be resolved in accordance with the laws of the State of California.

## **SECTION 11, GENERAL PROVISIONS**

a. Entire Agreement. This Agreement is the final and complete expression of the discussions, understandings and agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as expressly provided herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.

b. Assignment. This Agreement is not assignable by either City or Employee.

c. Notices. Notices pursuant to this Agreement shall be in writing given by deposit in the United States Postal Service, postage prepaid, delivered personally, or by overnight or other courier delivery services. All notices shall be effective as of the date of the sender's postage receipt, or immediately upon receipt if delivered personally or by overnight or other courier delivery services.

d. Construction of Agreement. Both parties have had sufficient opportunity to review this Agreement and to consult with legal counsel before executing it. This Agreement shall therefore be construed in accordance with its plain meaning and not in favor of or against any party.

e. Severability. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

**CITY OF PITTSBURG**

**EMPLOYEE**

By \_\_\_\_\_  
Darin Gale  
City Manager

DocuSigned by:  
*Steve Albanese*  
By \_\_\_\_\_  
Steve Albanese

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Donna Mooney  
City Attorney

## EXHIBIT A

### CHIEF OF POLICE – JOB DESCRIPTION

**DEFINITION:** Under administrative direction, plans, manages, oversees and directs the operations and services of the Police Department which includes law enforcement, crime suppression and prevention, and neighborhood policing activities; coordinates activities with other City officials, departments, outside agencies and organizations; provides responsible and complex staff support to the City Council and City Manager, performs other duties as required.

**DISTINGUISHING CHARACTERISTICS:** The Police Chief is the senior executive level class which oversees all functions and operations of the Police Department and is responsible for all law enforcement personnel in preserving order, preventing crime, protecting life and property, and enforcing laws and municipal ordinances. This classification is distinguished from the next lower classification of Police Captain by having overall responsibility for all law enforcement program activities for the City. A person appointed to this classification is an "at-will" employee.

**SUPERVISION RECEIVED/EXERCISED** Receives administrative direction from the City Manager and Deputy City Manager. Exercises direct and indirect supervision over professional, technical and clerical personnel, including sworn and non-sworn staff.

### Examples of Duties

**TYPICAL TASKS:** *(include but are not limited to the following)*

- Accepts full responsibility for all Police Department activities and services including preserving order, preventing crime, protecting life and property and enforcing laws and municipal ordinances; coordinates activities with other City officials, departments, other agencies and organizations.
- Develops, implements and maintains departmental goals, objectives, policies and procedures; works directly with sworn and non-sworn personnel in the development and interpretation of City and department policies; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services and meeting goals; ensures that goals are achieved.
- Plans, directs and coordinates the Police Department's work plan through department staff; assigns work activities and responsibilities to appropriate personnel; reviews and evaluates organizational effectiveness and productivity; identifies and resolves problems and/or issues.
- Oversees the selection, training and evaluation programs for all sworn and non-sworn personnel; provides or coordinates in-service training; identifies and resolves staff deficiencies; implements discipline procedures; reviews the work of department personnel to ensure compliance with applicable federal, state and local laws, codes and regulations.

- Supervises, directs and assists with investigation work where major crimes, accidents, or other unusual incidents are involved.
- Prepares, manages and coordinates the development of the Police Department's budget; prepares forecasts of necessary funds for staffing, materials and supplies; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary.
- Serves as a resource for law enforcement personnel, City staff and other organizations; coordinates pertinent information, resources and work teams necessary to support a positive, productive and cooperative work environment.
- Presents, justifies and defends Police Department programs, operations and activities; negotiates and resolves controversial department issues.
- Attends and participates in professional and community meetings; stays current on issues relative to the field of law enforcement, crime prevention and service delivery responsibilities; responds to and resolves sensitive and complex community and organizational inquiries, issues and complaints.
- Prepares and presents administrative reports, resolutions, council reports for city council.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public to further the public relations program of the department.

## **Qualifications**

**MINIMUM QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification)*

**Education and/or Experience:** A Bachelor's degree in criminology, police sciences, or related field and five years of broad and extensive experience in all major phases of municipal police work, including at least three years in a responsible management/supervisory capacity.

**License/Certificate:** Possession of a valid class C California driver's license which must be maintained throughout employment, possess and maintain proof of auto liability insurance. Possession of a Management Certificate from P.O.S.T. is required. Possession of a P.O.S.T. Command College diploma or F.B.I. National Academy diploma is desirable.

**Other Requirements:** Physically and mentally capable of performing the functions of the job, including but not limited to those summarized in Typical Tasks.

## **Supplemental Information**

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform typical tasks of the position)*

**Knowledge of:** Modern principles, practices and techniques of police administration, organization and operation; methods and techniques of supervision, training and motivation; technical and administrative phases of crime prevention and law enforcement including investigation and identification, patrol, traffic control, juvenile delinquency control, record keeping, automated law enforcement information systems, search and seizure, code violations, and care and custody of persons and property; applicable Federal, State and local laws, codes and regulations; functions and objectives of federal, state, and local law enforcement agencies; principles and practices of budget administration; occupational hazards and standard safety practices.

**Ability to:** Plan, direct, manage and coordinate the work of the Police Department; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; properly interpret and make decisions in accordance with laws, regulations and policies; analyze complex law enforcement issues, evaluate alternatives and implement sound solutions; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; supervise, train and motivate department personnel; act quickly and calmly in emergency situations; facilitate group participation and consensus building; communicate clearly and concisely, both orally and in writing; and establish and maintain effective working relationships with public and government officials, proven ability to make presentations to the public or colleagues.

**Skill to:** Operate an office computer and a variety of software applications.



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

**TO:** Chair and Governing Board Members

**FROM:** Darin E. Gale - Executive Director

**SUBJECT:** Adoption of Pittsburg Power Company Resolutions Authorizing the Executive Director to: 1) Negotiate and Execute a Contract with the Contra Costa Workforce Development Board to Receive Workforce Opportunity and Investment Act Funds for Calendar Year 2026; 2) Execute an Agreement with Open Opportunities, Inc. for Case Management and Day-to-Day Supervision of the Future Build Pre-Apprenticeship Program; and 3) Execute a Second Amendment to the Consulting Services Agreement with Dunbar & Associates for Administrative and Oversight Services

**MEETING DATE:** January 20, 2026

**EXECUTIVE SUMMARY**

Pittsburg Power Company (PPC) administers the Future Build Pre-Apprenticeship Training Program, a regional workforce development initiative that provides low-income East Contra Costa County residents with hands-on, community-based construction and solar installation training. To support Future Build's operations for calendar year 2026, staff is requesting PPC Governing Board authorization to execute a contract with the Contra Costa Workforce Development Board (WDB) to receive \$300,000 in Workforce Innovation and Opportunity Act (WIOA) grant funds, as well as authorization to execute a consultant agreement with Open Opportunities, Inc. (OOI) for program delivery and case management services, and the Second Amendment to the Consulting Services Agreement with Dunbar & Associates (D&A) to support program oversight, grant compliance, and partner coordination. These actions would ensure adequate resources to continue Future Build programming through calendar year 2026.

## **FISCAL IMPACT**

There is no impact to the City of Pittsburg General Fund.

If approved, PPC, as the fiscal agent and sponsor, will receive \$300,000 in WIOA grant funding for Future Build Cohorts 29 and 30 operating between January 1, 2026, and December 31, 2026. These funds will reimburse eligible program expenditures.

The Agreement with OOI would authorize a contract of up to \$415,000. This contract would be funded via the WIOA grant, as well as existing Environmental Protection Agency (EPA) and California Workforce Trades Initiative (CTWI) grant revenue. The Second Amendment with D&A would increase compensation by \$60,000, for a total contract amount of \$135,000 through June 30, 2026. The PPC FY 2026 budget has allocated the necessary funds for both contracts.

## **RECOMMENDATION**

Staff recommends that the Governing Board of the Pittsburg Power Company take the following actions:

1. Adopt the Resolution authorizing the Executive Director to negotiate and execute Contract No. 18-516-0 with the Workforce Development Board to accept \$300,000 in Workforce Innovation and Opportunity Act funding for calendar year 2026;
2. Adopt the Resolution authorizing the Executive Director to execute an Agreement with Open Opportunities, Inc. in the amount of \$415,000 for case management and operational services; and
3. Adopt the Resolution authorizing the Executive Director to execute the Second Amendment to the Consulting Services Agreement with Dunbar & Associates to increase total contract compensation to \$135,000.

## **BACKGROUND**

Future Build is a partnership of the PPC, WDB, Pittsburg Adult Education Center (PAEC), EPA, Contra Costa Building and Construction Trades Council, GRID Alternatives, Laborers' Community Service and Training Foundation, CTWI, and OOI to provide low-income East County residents with 16+ weeks of pre-apprenticeship training in the building trades, solar theory, construction, and installation. Each training session is referred to as a cohort, with two cohorts held each year.

Future Build's managing partner and fiscal agent is PPC. OOI provides case management, training, and day-to-day program supervision and administration of the skill-based instructional staff. PAEC provides general academic and life skills instruction. The EPA provides Brownfield Job Training grants to fund various aspects of the Future Build Program. The Laborers' Community Service and Training Foundation

provides EPA-required 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. CTWI provides awarded funds towards the Future Build Program that help cover student stipends, staffing, and operating costs. GRID Alternatives provides solar installation training while providing local lower income area residents with free solar panels.

**SUBCOMMITTEE REVIEW**

This item was not presented to a subcommittee.

**STAFF ANALYSIS**

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 education, and hands-on learning are combined into practical applications in the field, referred to as “community benefit projects.”

Community benefit projects are where the trainees exercise what they have learned by improving facilities in public spaces, schools, and public recreational facilities such as parks, and solar installations for homes of low-income residents.

Examples of Future Build’s efforts include the rehabilitation of the Pittsburg Police Department shooting range facility, in partnership with Grid Alternatives, the installation of solar panels for area residences, Small World Park repairs and improvements, the rehabilitation of Buchanan Park picnic area and bocce courts, and most recently, rehabilitation work at Ambrose Park.

PPC proposes to enter into Contract No.18-516-0, whereby WDB will reimburse PPC up to \$300,000 for the Future Build Program. Staff anticipates that the terms of Contract No.18-516-0 will be quite similar to past years' contracts with the County. Funding from outside sources such as WDB, EPA, CTWI, and other foundations enable PPC to continue the Future Build Program and help those individuals interested in a career in the construction or solar industry.

Future Build’s current curriculum is designed to provide graduates with the skills needed to seek and retain employment as well as fulfill community needs like environmental assessment and cleanup, and close the skilled environmental market gap.

	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Admission	39	38	40	40	45
Graduation	38	36	40	37	42
Success Rate	97%	95%	100%	93%	93%

Future Build has a high graduation rate and in the last five years, the graduation rate has been no lower than 93%. Continuance of the Future Build program will improve the

quality of life for its participants as they will receive improved skills, a potential increase in wages, and in certain instances, acceptance into trade apprenticeships upon graduation.

OOI has been essential to ensuring the successful implementation of the Future Build program by providing management and construction expertise, as well as administrative oversight. Dunbar & Associates has been involved with the Future Build program since its inception, and as new staff is onboarded into the administration and oversight of the program, has provided invaluable guidance and expertise to help transition new staff in the administration and oversight of grant funds and the Future Build program in general.

#### ATTACHMENTS

1. Resolution – WDB Contract No. 18-516-0
2. WDB Award Letter
3. Resolution – Open Opportunities, Inc. Consultant Agreement
4. Open Opportunities, Inc. Consultant Agreement
5. Resolution – Dunbar & Associates Second Amendment
6. Dunbar & Associates Second Amendment

Report Prepared By: Robert Hicks-Carrera, Economic Development Manager

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY  
OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Executive Director to Execute            )  
Contract with Contra Costa County Workforce            )  
Development Board to Receive Workforce                )  
Opportunity and Innovation Act Funds for the            )  
Future Build Pre-Apprenticeship Training Program        )                RESOLUTION NO. 26-

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 (PAEC), Environmental Protection Agency (EPA), Contra Costa Building and Construction Trades Council, GRID Alternatives, Laborers' Community Service and Training Foundation, California Workforce Trades Initiative (CTWI), and Open Opportunities, Inc. (OOI) 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 PPC; and

WHEREAS, PPC and WDB executed the initial contract in April 2012. PPC and WDB executed subsequent contracts in the following years, providing a major source of funding for the Future Build Program; and

WHEREAS, PPC applied for and was awarded a twelve-month, \$300,000 contract from WDB, funded by Workforce Opportunity and Investment Act funds, 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 2024-2025 is \$635,000, which includes \$300,000 from WDB. The difference is 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 is designed to provide graduates with the skills needed to seek and retain employment as well as fulfill community needs like environmental assessment and cleanup, and close the skilled environmental market gap.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby authorizes the Executive Director to execute Contract 18-516-0 with the Contra Costa County Workforce Development Board to fund the Future Build Program from January 1, 2026, to December 31, 2026.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company of the City of Pittsburg at a regular meeting on the 20th day of January 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

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Dionne Adams, Chair

ATTEST:

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Darin E. Gale, Executive Secretary



EMPLOYMENT & HUMAN SERVICES

Marla Stuart, Director

40 Douglas Drive, Martinez, CA 94553 • Phone: (925) 608-5000 • Fax (925) 313-9748 • [www.ehsd.org](http://www.ehsd.org)

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September 26, 2025

Jordan Davis  
Director of Community and Economic Development  
[jdavis@pittsburgca.gov](mailto:jdavis@pittsburgca.gov)  
Pittsburg Power Company  
65 Civic Ave.  
Pittsburg, CA 94565

Dear Request for Proposal #1225 Respondent:

Thank you for submitting a response to Contra Costa County Employment and Human Services Department's Request for Proposal (RFP) 1225 for WIOA Pre-Apprenticeship Training Program.

Congratulations! After careful evaluation of all the proposals received, we are happy to inform you that Pittsburg Power Company has been selected for award for Contra Costa County.

Workforce Development Board Bureau program staff will contact your agency soon to begin contract negotiations and discuss the specifics of the award including amount.

The Employment and Human Services Department would again like to express appreciation for the time and energy in responding to this RFP. We look forward to working with you as you move through the contract process.

Sincerely,

Nancy Hager  
EHSD Contracts Unit Division Manager

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY  
OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Executive Director to )  
Execute Calendar Year 2026 )  
Consulting Services Agreement with )  
Open Opportunities Incorporated )

RESOLUTION NO. 26-

WHEREAS, the Future Build Program is a partnership of the Pittsburg Power Company (PPC), Workforce Development Board (WDB), Open Opportunities, Inc.(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; and

WHEREAS, Future Build’s managing partner and fiscal agent is PPC. OOI provides case management, solar training, and day-to-day program supervision and administration of the skill-based instructional staff. PAEC provides general academic and life skills instruction. Northern California Laborers provide EPA required 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; and

WHEREAS, PPC and WDB executed the initial contract in April 2012 and 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 \$415,000; and

WHEREAS, PPC seeks to enter into Contract Number 18-516-0 with WDB for Cohort 29 and 30 for calendar year 2026 for the amount of \$300,000; and

WHEREAS, in addition to the WDB grant, Future Build receives grants from the EPA, California Workforce Trades Initiative, and revenues from other sources that have been previously received and accepted by PPC and have been placed in PPC’s Fund Balance; and

WHEREAS, no City General Fund money, including Measure M funds, will be used to operate Future Build in Fiscal Years 2026 and 2027.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby approves the calendar year 2026 Consultant Agreement with Open Opportunities Incorporated in the amount of \$415,000 and authorizes the Executive Director or designee to execute the agreement and take all necessary actions to implement this resolution.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company of the City of Pittsburg at a regular meeting on the 20th day of January 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

---

Dionne Adams, Chair

ATTEST:

---

Darin E. Gale, Executive Secretary

**CONSULTING SERVICES AGREEMENT BETWEEN  
PITTSBURG POWER COMPANY AND  
OPEN OPPORTUNITIES, INC.**

THIS CONTRACT is made on January 1, 2026, between the Pittsburg Power Company (**PPC**) and Open Opportunities, Incorporated, a California 501c3 Non-Profit Corporation (**Consultant**).

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 18-516-0; 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; allowing them to gain valuable experience in the industry through a 16-week training program that is recognized by 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 works 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, the Consultant is the daily onsite supervisor of Future Build, taking those actions necessary to ensure an effective operation of Future Build as described in WDB's Contract No. 18-516-0 the current successor amendment with the PPC.

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

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to PPC 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, 2026 or the date the Consultant completes the services specified in Exhibit A, whichever

occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that PPC, 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 PPC'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.** PPC hereby agrees to pay Consultant a sum not to exceed Four Hundred Fifteen Thousand Dollars (\$415,000), 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 PPC will pay that full amount to the Consultant but is merely a limit of potential PPC expenditures under this Agreement.

Consultant and PPC acknowledge and agree that compensation paid by PPC 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. PPC 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 Executive Director, 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 PPC'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.** PPC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. PPC 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, PPC.

**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, PPC.

**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 Executive Director, or his or her designee.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide equipment that may be necessary to perform the services required by this Agreement. Consultant shall make modifications or alterations to the city owned facility at 2555 Harbor Street without the expressed pre-approval of the City.

**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 PPC 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. PPC, 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 PPC, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by PPC, 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 PPC 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 PPC 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 PPC 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 PPC 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 PPC 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 PPC, 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, PPC shall be entitled to coverage for the higher limits maintained by the Consultant.

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

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

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

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

**5.2 PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of PPC, Consultant shall indemnify, defend, and hold harmless PPC 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 PPC.

**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 PPC.
- 6.2 Consultant Not an Agent.** Except as PPC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of PPC in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind PPC to any obligation whatsoever.
- 6.3 Independent Investigation.** Consultant agrees it has satisfied 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.
- 6.5 Non-Profit.** Consultant certifies that it is a California 501(c)(3) Non-Profit Corporation in good standing and has not been disbarred, suspended or found to have disallowed costs.
- 6.4 Subrecipient.** 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 WDV are also requirements placed on the Consultant.

**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 PPC 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 PPC.

- 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, PPC 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; PPC, however, may condition payment of such compensation upon Consultant delivering to PPC any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or PPC 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.** PPC 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 PPC 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 Executive Director, 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 Executive Director, 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 PPC 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, PPC'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 PPC 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. PPC's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of PPC'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 PPC. Consultant hereby agrees to deliver those documents to PPC upon termination of the Agreement, and PPC 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 PPC and are not necessarily

suitable for any future or other use. PPC and Consultant agree that, until final approval by PPC, 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 PPC.

- 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 PPC 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 PPC. 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 PPC 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 PPC official in the work performed pursuant to this Agreement. No officer or employee of PPC 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 : Open Opportunities, Incorporated  
P.O. Box 8251  
Pittsburg, CA 94565  
ATTN: Angel Greer  
Board Chair

PPC: Pittsburg Power Company  
65 Civic Avenue  
Pittsburg, CA 94565  
ATTN: Donna Mooney  
General Counsel

**10.9 Professional Seal.** Where applicable in the determination of the Executive Director, 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 PPC and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant’s proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant’s Proposal, the Exhibits shall control.

- Exhibit A      Work Program
- Exhibit B      Budget and Payment Plan
- Exhibit C      Subaward Agreement – Workforce Development Board

**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.

**PITTSBURG POWER COMPANY**

**OPEN OPPORTUNITIES, INC.**

\_\_\_\_\_  
Darin Gale, Executive Director

DocuSigned by:  
*Angel Greer*  
2FE08160398840E...  
\_\_\_\_\_  
Angel Greer, Board Chair

Approved as to Form:

\_\_\_\_\_  
Donna Mooney, General Counsel

## 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 draining, 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 contractor and any successor amendments with the County. The contract number for calendar year 2026 is **18-516-0**.
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 subcontractors, 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 and responsibilities.
4. The PPC enters into this agreement with OOI to utilize OOI’s resource 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) administered by the Workforce Development Board (WDB). OOI is responsible for completing any required reports that are based on the data and accurately entering into the CalJobs and ACRES reporting system.

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 PPC will jointly conduct the follow up activities for Future Build graduates as described in the RFP 1225 and the subsequent contract and as amended in Contract No. 18-516-0 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 1225, the provisions of which are incorporated herein by reference.

6. The parties agree that Future Build is a training endeavor that involves several agencies, as described in RFP 1225 and Contract No. 18-516-0 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 correction 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 that track revenue 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 into an account maintained by OOI. When this occurs, OOI is to secure these funds and insure that they are 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 at timely accounting of such funds when required.
3. The parties agree that the funds referred to in this Section 2 are funds not anticipated at this time and are more commonly knowns 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 effecting Future Build's success it is to be immediately communicated, preferably via email, the issues to the other party.

## III Property

The parties agree that all materials, equipment, supplies, records and other tangible property 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, shall be given by one party to the other writing, via email
2. The email addresses for all operational communiques to the PPC shall be the following:
  - i. Robert Hicks-Carrera, [rhickscarrera@pittsburgca.gov](mailto:rhickscarrera@pittsburgca.gov)
  - ii. Jordan Davis, [jdavis@pittsburgca.gov](mailto:jdavis@pittsburgca.gov)
  - iii. Gerry Dunbar, [gldcop@yahoo.com](mailto:gldcop@yahoo.com)
3. The email addresses for all operational communiques to OOI shall be [merl@futurebuildec.com](mailto: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 Section 2 of this contract. 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 the work performed pursuant to this contract for services shall not be deemed to waive any defects in work performed by OOI.

**Project Budget**

<b>Object Class Categories</b>	<b>Budgeted Amount</b>
Personnel: Instructors, Case Manager	\$287,000.00
Operating Expenses: Utilities, Rent, Supplies	\$13,000.00
Participant Cost: Training Supplies, Materials, etc.	\$25,000.00
Other – Participant Cost: Safety equipment, tools, supportive services.	\$90,000.00
<b>Total Direct Charges</b>	<b>\$415,000.00</b>

**EXHIBIT C**

**Subaward Agreement  
Workforce Development Board  
(Next Page)**

## 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.

OPEN OPPORTUNITIES, INC.

By:  \_\_\_\_\_  
Title: Board Chair \_\_\_\_\_

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY  
OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Executive Director to Execute )  
Second Amendment to the Consulting )  
Services Agreement with Dunbar & Associates) )  
For Administration and Oversight of the Future )  
Build Pre-Apprenticeship Training Program )

RESOLUTION NO. 26-

WHEREAS, on July 1, 2024, Pittsburg Power Company entered into the Consulting Services Agreement with Dunbar & Associates to provide administration and oversight services to the Future Build Pre-Apprenticeship Training Program until June 30, 2026; and

WHEREAS, on December 19, 2024, Pittsburg Power Company entered into the First Amendment to the Consulting Services Agreement with Dunbar & Associates to increase the compensation; and

WHEREAS, Dunbar & Associates, since the early inception of the Future Build Pre-Apprenticeship Training Program, has provided consistent, indispensable, and committed services to the program that to date, has graduated 28 Cohorts that each contain at least 20 students; and

WHEREAS, the total compensation of the Agreement must be increased to cover the remaining term of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby authorizes the Executive Director to execute the Second Amendment to the Consulting Services Agreement with Dunbar & Associates.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company of the City of Pittsburg at a regular meeting on the 20th day of January 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Dionne Adams, Chair

ATTEST:

\_\_\_\_\_  
Darin E. Gale, Executive Secretary

**SECOND AMENDMENT TO  
CONSULTING SERVICES AGREEMENT BETWEEN  
PITTSBURG POWER COMPANY AND  
DUNBAR & ASSOCIATES**

THIS Second Amendment to the Principal Agreement made and entered into on July 1, 2024, hereafter referred to as Agreement, between Dunbar & Associates, therein referred to as Consultant, and the Pittsburg Power Company, a joint powers agency, therein referred to as PPC, is made and entered into on this 20 day of January, 2026.

WHEREAS, the parties entered into an Agreement for administration and oversight services for the Future Build Pre-Apprenticeship Training Program; and

WHEREAS, the parties desire to increase the total compensation of the contract.

NOW, THEREFORE, Consultant and PPC do mutually agree as follows:

**1. Compensation.** Section 2 of the Agreement is hereby amended to read as follows: PPC hereby agrees to pay Consultant a sum not to exceed One Hundred and Thirty-Five Thousand Dollars (\$135,000), for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the PPC will pay that full amount to the Consultant, but is merely a limit of potential PPC expenditures under this Agreement.

**2. Integration.** This Second Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Second Amendment. This Second Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

**3. Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Agreement, the provisions of this Second Amendment shall control in all respects.

**4. Ambiguities.** The parties 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.

**5. Counterparts.** This Second Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

**6. 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.

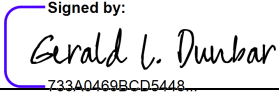
IN WITNESS WHEREOF, the parties have entered into this Second Amendment on the day and year first hereinabove appearing.

**CONSULTANT:**

**PPC:**

DUNBAR AND ASSOCIATES

PITTSBURG POWER COMPANY, a joint powers agency

By:  Signed by:  
733A0469BCD5448...  
Gerald L. Dunbar, Principal

By: \_\_\_\_\_  
Darin Gale, Executive Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Donna Mooney, City Attorney

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

**DATE:** December 15, 2025

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

**CITY COUNCIL/AGENCY MEMBERS**

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

**APPOINTED OFFICIALS**

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

Mayor Adams called the regular meeting to order at 7:11 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA. after having convened at 6:33 P.M. for the following Housing Authority Board Closed Session item:

1. HOUSING AUTHORITY CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of Litigation Pursuant to Section 54956.9(d)(4)  
Number of cases: one

City Attorney Mooney stated that the Housing Authority Board voted 7 to 0 to authorize the City Attorney to initiate litigation. The action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so, would jeopardize the City's ability to effectuate service of process on one or more unserved parties, in compliance with California Government Code Sec. 54957.1(a)(2).

**ROLL CALL**

All Members were present.

**PLEDGE OF ALLEGIANCE**

Mayor Adams led the Pledge of Allegiance.

**PROCLAMATIONS**

2. Think Pittsburg – Ramar Foods

## **CITY MANAGER REPORTS/REMARKS**

City Manager Gale thanked Recreation staff for their hard work on the Holiday Parade and congratulated Public Works on their holiday float. He also noted the dates of the annual City Hall Closure.

## **PUBLIC COMMENTS**

Wolfgang Croskey, Pittsburg provided comments on consent item # 22.

## **COMMITTEE REPORTS**

Council Member Kobata attended the Public Safety Subcommittee meeting and the Los Medanos Health Advisory Committee meeting.

## **CONSIDERATION**

3. Adoption of a City Council Minute Order for 2026 Council Member Committee Assignments and Updating the Fair Political Practices Commission Form 806 "Agency Report of Public Official Appointments

On Motion by Member Killings, seconded by Member Lopez and adopted unanimously.

4. Adoption of a City Council Resolution to Accept the Transportation Development Act (TDA) Article 3 Grant Funds and Allocate Local Matching Funds

Mayor Adams recused herself from this item due to real property interest. She left the dais at 7:29 P.M.

Wolfgang Croskey, Pittsburg, asked the City Council to reconsider the proposed location at Railroad Avenue and E. 3<sup>rd</sup> Street, stating that this location would not be ideal.

On motion by Member Banales, seconded by Member Kobata, to replace the proposed location at Railroad Avenue and E. 3<sup>rd</sup> Street with a location agreed upon by the Infrastructure Subcommittee and adopted by the following vote:

AYES: Banales, Kobata, Killings, Lopez  
ABSENT: Adams [Recused]

Mayor Adams returned to the dais at 7:39 P.M.

## **CONFLICT OF INTEREST STATEMENT**

Member Banales recused himself from Consent item #7 due to real property interest.

Mayor Adams recused herself from Consent item # 22 due to her employer.

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

Mayor Adams read the following statement before voting on the consent calendar.

In compliance with Government Code Section 54953(c)(3), for agenda item #17, it is recommended to adopt the resolution to authorize execution of the amended employment agreement for the City Attorney. After conducting an evaluation by the City Council of the City Attorney's performance on November 17, 2025, the City Council and City Attorney have negotiated and agreed upon a Fifth Amendment to the Employment Agreement with the City Attorney and proposes to execute said Fifth Amendment to the Employment Agreement. The proposed Fifth Amendment includes changes to Sections 3, Termination and Severance as well as Section 5, Compensation and Deferred Compensation. The employment agreement amendment will result in an approximate increased payroll cost of \$33,000 for Fiscal Year 2025/2026 which will be funded through the General Fund

On Motion by Member Lopez, seconded by Mayor Adams to approve the Consent Calendar and adopted unanimously.

5. Minutes of November 06, 2025, November 17, 2025 and December 1, 2025
6. Receive and File the Treasurer's Report for the Quarter Ending September 30, 2025
7. Accept and File Special Tax and Bond Accountability Report (Senate Bill 165) for Fiscal Year 2024-25 for the Community Facilities District No. 2004-01 (San Marco), Community Facilities District 2005-1 (Public Safety Services), Community Facilities District 2005-2 (Vista Del Mar) Facilities Tax, Community Facilities District 2005-2 (Vista Del Mar) Services Tax, Community Facilities District 2007-1 (Park Maintenance Services), Community Facilities District 2009-01 (San Marco), Community Facilities District 2016-1 (Maintenance of Project Facilities), Community Facilities District 2017-1 (Fire Protection and Emergency Services), and Community Facilities District 2021-1 (Tuscany Meadows)
8. Adoption of a City Council Minute Order to Approve a City Council Recess in January
9. Adoption of a Successor Agency Minute Order Approving the July 1, 2026 – June 30, 2027 Recognized Obligation Payment Schedule
10. Adoption of a City Council Resolution Accepting Project 3333, California Theatre Restroom Project as Complete and Authorize the City Engineer to File a Notice of Completion
11. Adoption of City Council Resolution Approving the City of Pittsburg's 2026 Emergency Operations Plan
12. Adoption of a City Council Resolution Authorizing the City Manager to Execute Agreements with Three Pre-qualified Consulting Firms for Building Plan Check Services from the On-Call List Adopted by Resolution No. 22-14046

13. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Lease Agreement with Kenneth Cooper
14. Adoption of a City Council Resolution Approving a Lease Agreement by and Between the City of Pittsburg and Approved Auto Center of Pittsburg
15. Adoption of a City Council Resolution to Amend the Master Pay Schedule to Include Amendments to the Seasonal Salary Schedule and Previously Approved Positions and Compensation
16. Adoption of a City Council Resolution Amending the 2025-2028 Senior Executive Team Salary and Benefits Schedule
17. Adoption of a City Council Resolution Authorizing the Mayor to Execute the Fifth Amendment to the Employment Agreement with the City Attorney
18. Adoption of City Council and Pittsburg Arts and Community Foundation Resolutions Authorizing the City Manager/Executive Director to Amend/Establish the Fiscal Year 2025/26 Budget
19. Adoption of City Council and Pittsburg Arts and Community Foundation Resolutions Authorizing the City Manager/Executive Director to Amend/Establish the Fiscal Year 2025/26 Budget
20. Adoption of an Ordinance Amending Pittsburg Municipal Code 2.04.020 to Increase City Council Salary
21. Adoption of an Ordinance to Adopt by Reference the 2025 California Building Code, Residential Code, Electrical Code, Fire Code, Wildland-Urban Interface Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code, and Energy Code with Local Amendments
22. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute the First Amendment to the Secured Promissory Note and the Cooperation Arrangement Between the City of Pittsburg and Pittsburg Land Holdings, LLC

### **COUNCIL REQUEST FOR FUTURE AGENDA ITEMS**

There were no requests for future agenda items.

### **COUNCIL MEMBER REMARKS**

Member Lopez wished everyone a Merry Christmas and Happy Holidays.

Member Kobata reported on the Senior Ball event she attended at the Senior center and informed the community about the Shop With a Cop event.

Mayor Adams revised her recusal of consideration item #4 to real property interest, instead of it being employer related. She reported on the holiday parade, the District Attorney's Office ribbon cutting and a barber battle event that took place at the Marina Center.

Member Banales reported that he was recently appointed by the TRANSPLAN Board to serve on Tri-Delta Board. He invited the community to reach out to him, should they have any concerns they would like him to bring to that board.

**ADJOURNMENT**

The meeting adjourned at 7:50 P.M. to January 20, 2026.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

**TO:** Mayor and Council Members  
**FROM:** Darin E. Gale, City Manager  
**SUBJECT:** Adoption of a City Council Minute Order to Amend the 2026 Council Member Committee Assignments  
**MEETING DATE:** January 20, 2026

**EXECUTIVE SUMMARY**

In accordance with the City Council Policies and Procedures adopted on November 15, 2021, through Resolution No. 21-14013, the Mayor and Vice-Mayor shall appoint Council Members to standing and ad hoc committees and such appointments shall be adopted by the City Council. The committee assignments adopted on December 15, 2025 is being amended.

**FISCAL IMPACT**

There is no fiscal impact.

**RECOMMENDATION**

Adopt the minute order amending the 2026 City Council committee assignments.

**BACKGROUND**

A minute order was adopted on December 15, 2025 for the committee assignments.

**SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee.

**STAFF ANALYSIS**

The committee assignment will be amended as follows:

<b>Subcommittee Assignments</b>	<b>Previous Council Members</b>	<b>New Council Members</b>
Life Enrichment	Dionne Adams Jelani Killings Arlene Kobata (Alt)	Dionne Adams Arlene Kobata Jelani Killings (Alt)

ATTACHMENTS: Amended 2026 City Council Committee Assignments

Report Prepared By: Melaine Venenciano, Director of City Clerk Services

**2026 City Council Agency/Liaison/Subcommittee Assignments**

<b>OUTSIDE AGENCY BOARDS</b>	<b>COUNCIL MEMBER(S)</b>	<b>TYPE</b>	<b>MEETS</b>	<b>TIME</b>	<b>STAFF</b>
ABAG	Dionne Adams / Jelani Killings Alternate	Standing	Annual		D. Gale/M. Aliotti
Delta Diablo*	Jelani Killings / Arlene Kobata Alternate	Standing	2nd Wednesday	4:30 PM	J. Samuelson
East Co. Co. County Habitat Conservancy	Arlene Kobata / Juan Banales Alternate	Standing	4th Monday Bi-Monthly	2:00 PM	J. Davis
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Bi-Annual	1:00 PM	J. Samuelson
MCE Clean Energy Board	Arlene Kobata / Angelica Lopez Alternate	Standing	3rd Thursday	6:30 PM	J. Davis
TRANSPLAN / ECCRFFA	Juan Banales / Dionne Adams Alternate	Standing	2nd Thursday	6:30 PM	J. Samuelson
Tri-Delta Transit (2 reps)**	Angelica Lopez & Dionne Adams / Arlene Kobata Alternate	Standing	4th Wednesday	4:00 PM	J. Samuelson
<b>LIAISON TO</b>	<b>COUNCIL MEMBER(S)</b>	<b>TYPE</b>	<b>MEETS</b>	<b>TIME</b>	<b>STAFF</b>
East Bay League of California Cities	Dionne Adams / Angelica Lopez Alternate	Standing	3rd Thursday		D. Gale/M. Aliotti
Green Empowerment Zone	Arlene Kobata/ Jelani Killings Alternate	Standing	3rd Friday Bi-monthly	9:30 AM	J. Davis
Los Medanos Health Advisory Committee	Arlene Kobata & Dionne Adams	Ad Hoc	As needed		D. Gale/M. Aliotti
Mayor's Conference	Dionne Adams / Angelica Lopez Alternate	Standing	1st Thursday	6:30 PM	D. Gale/M. Aliotti
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Juan Banales Alternate	Standing	Quarterly		D. Gale/M. Aliotti
<b>SUBCOMMITTEES</b>	<b>COUNCIL MEMBER(S)</b>	<b>TYPE</b>	<b>MEETS</b>	<b>TIME</b>	<b>STAFF</b>
Community and Economic Development	Jelani Killings & Dionne Adams / Angelica Lopez Alternate	Standing	2nd Wednesday	5:30 PM	J. Davis
Data Center and Hydrogen	Jelani Killings & Angelica Lopez	Ad Hoc	As needed		J. Davis
Development Agreement	Dionne Adams & Jelani Killings	Ad Hoc	As needed		J. Davis
Finance Management	Dionne Adams & Juan Banales / Jelani Killings Alternate	Standing	3rd Friday	5:00 PM	E. Adair
Infrastructure and Transportation	Juan Banales & Arlene Kobata / Dionne Adams Alternate	Standing	4th Thursday	5:30 PM	J. Samuelson
Tenant Protections	Juan Banales & Angelica Lopez	Ad Hoc	As needed		S. Bellafronte
Life Enrichment	Dionne Adams & Arlene Kobata / Jelani Killings Alternate	Standing	3rd Wednesday	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Angelica Lopez & Jelani Killings	Standing	As needed		K. Simonton
Public Safety	Arlene Kobata & Angelica Lopez / Jelani Killings Alternate	Standing	1st Wednesday	5:30 PM	S. Albanese

\*Stipend of \$170 per month

\*\* Stipend of \$100 per month



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

**TO:** Mayor and Council Members  
**FROM:** Darin E. Gale - City Manager  
**SUBJECT:** Adoption of a City Council Minute Order to Re-Appoint an Incumbent to the Mosquito and Vector Control District  
**MEETING DATE:** January 20, 2026

**EXECUTIVE SUMMARY**

The seat on the Contra Costa Mosquito & Vector Control District is a re-appointment to this County Board.

**FISCAL IMPACT**

There is no fiscal impact.

**RECOMMENDATION**

Staff recommends re-appointment of Mr. Richard Ainsley to the Contra Costa Mosquito & Vector Control Board.

**BACKGROUND**

Mr. Richard Ainsley has served on this Board since 2007. The Board meets bi-monthly on the second Monday night of the month and occasionally, for special meetings. All meetings are currently conducted via Zoom. Board members serve without compensation but are allowed limited expenses for actual travel in connection with meetings or business of the Board.

## **SUBCOMMITTEE FINDINGS**

This item was not discussed at a subcommittee.

## **STAFF ANALYSIS**

The re-appointment for the Contra Costa Mosquito & Vector Control Board is for a four-year term and will expire on February 2, 2030. Incumbent Richard Ainsley would like to continue serving on this board.

Report Prepared By: Melaine Venenciano, Director of City Clerk Services



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

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale - City Manager

**SUBJECT:** Adoption of a City Council Resolution Authorizing an Agreement with BKF Engineers, Inc. for the Design of Project 3039 Pittsburg-Antioch Highway Widening

**MEETING DATE:** January 20, 2026

**EXECUTIVE SUMMARY**

Project 3039 – Pittsburg-Antioch Highway Widening (Project) will widen the Pittsburg-Antioch Highway by expanding the segment between Loveridge Road and the eastern City limits at Arcy Lane from two to four lanes. Adoption of this resolution will authorize the City Manager to execute a Consulting Services Agreement (Agreement) with BKF Engineers, Inc. for the design of the Project.

**FISCAL IMPACT**

The proposed design fee is \$733,500. Funding will be provided through the currently approved Project budget. No additional funds are being requested.

**RECOMMENDATION**

City Council adopt the Resolution authorizing the City Manager to execute a Consulting Services Agreement with BKF Engineers, Inc. for the design of the Project in an amount not to exceed \$733,500.

**BACKGROUND**

On June 12, 2025, East Contra Costa Regional Fee and Financing Authority (ECCRFFA) adopted Resolution No. 25/04, which appropriated \$38,080,000 for design and

construction of the Project in accordance with Cooperative Agreement No.12-25, between ECCRFFA and the City of Pittsburg. On June 16, 2025, the City Council adopted Resolution No. 25-14636, authorizing execution of the Cooperative Agreement with ECCRFFA for the project.

The City advertised a Request for Proposals (RFP) for design services for the Project and received two proposals from consulting firms.

### **SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee.

### **STAFF ANALYSIS**

City staff ranked and evaluated the two proposals from consulting firms. BKF Engineers, Inc. was ranked first based on the proposal submitted and a comprehensive cost proposal review. Staff recommends awarding the Agreement to BKF Engineers, Inc. in the amount of \$733,500 for design of the Project and preparation of biddable construction documents.

The Project will widen the Pittsburg-Antioch Highway by expanding the segment between Loveridge Road and the eastern City limits at Arcy Lane from two to four lanes, improving both traffic and safety conditions. The new road will include a landscaped median, new sidewalks, and a dedicated bike lane. Final design will not commence until an environmental review is complete. The City has solicited separate proposals for the California Environmental Quality Act (CEQA) analysis and resource agency permit services for the Project.

ATTACHMENTS:           Resolution  
                                  Consulting Services Agreement  
                                  CIP Project Sheet

Report Prepared By: Khristin Labao, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute a )  
Consulting Services Agreement with BKF )  
Engineers, Inc. for the Design of Project )  
3039-Pittsburg-Antioch Highway Widening)

RESOLUTION NO. 26-

WHEREAS, Project 3039-Pittsburg-Antioch Highway Widening (Project) will enhance the Pittsburg-Antioch Highway by expanding the segment between Loveridge Road to the eastern City limits at Arcy Lane from two to four lanes; and

WHEREAS, the City advertised a Request for Proposals (RFP) for professional design services; and

WHEREAS, City staff received and evaluated two proposals from consulting firms. BKF Engineers, Inc. was ranked first based on the proposal submitted; and

WHEREAS, BKF Engineers, Inc. submitted a proposal in the amount of \$733,500 for design of the Project; and

WHEREAS, On June 12, 2025, East Contra Costa Regional Fee and Financing Authority (ECCRFFA) adopted Resolution No. 25/04 which appropriated funds to the Project for design and construction in accordance with Cooperative Agreement No.12-25, between ECCRFFA and the City; and

WHEREAS, on June 16, 2025, the City Council adopted Resolution No. 25-14636, authorizing execution of a Cooperative Agreement with ECCRFFA for the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Consulting Services Agreement with BKF Engineers, Inc.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of January 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Dionne Adams, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF PITTSBURG AND  
BKF ENGINEERS**

Relative to:  
Project 3039 Pittsburg-Antioch Highway Widening

THIS Agreement (“Agreement”) for consulting services is made by and between the City of Pittsburg, a municipal corporation (“City”) and BKF Engineers, a California corporation (“Consultant”) (together referred to as the “Parties”) as of January 21, 2026 (the “Effective Date”).

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on July 21, 2028, 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 Seven Hundred Thirty-Three Thousand Five Hundred Dollars (\$733,500), 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.
- Invoices should be sent to [mmena@pittsburgca.gov](mailto:mmena@pittsburgca.gov) and [lblakley@pittsburgca.gov](mailto:lblakley@pittsburgca.gov)

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

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

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

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

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

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

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.
- 4.2 **Commercial General and Automobile Liability Insurance.**
  - 4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

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

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

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

### **4.3 Professional Liability Insurance.**

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

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

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

### **4.4 All Policies Requirements.**

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

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

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

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

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

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

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

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

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

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

**Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.**

**5.1 General Indemnification.** Consistent with California Civil Code Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify,

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

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

**Section 6. STATUS OF CONSULTANT.**

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

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

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.5.1** Immediately terminate the Agreement;
  - 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.5.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.5.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.
  - 8.5.5** The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

## **Section 10 MISCELLANEOUS PROVISIONS.**

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

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

Consultant: BKF Engineers  
1646 N. California Blvd., Ste. 400  
Walnut Creek, CA 94596  
ATTN: Daniel Schaefer

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

- 10.9 Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility.”
- 10.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant’s proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant’s Proposal, the Exhibits shall control.
- Exhibit A      Scope of Services  
Exhibit B      Compensation Schedule
- 10.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.12 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.13 No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

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


**CITY OF PITTSBURG**

**BKF ENGINEERS**

\_\_\_\_\_  
Darin Gale, City Manager

DocuSigned by:  
**Daniel Schaefer**  
\_\_\_\_\_  
Daniel Schaefer, PE  
Principal-in-Charge

Approved as to Form:

Signed by:  
  
\_\_\_\_\_  
Donna Mooney, City Attorney

## EXHIBIT A

### SCOPE OF SERVICES

#### Project 3039 Pittsburg-Antioch Highway Widening

#### SECTION 1: PROJECT OVERVIEW

The City of Pittsburg will widen a portion of the Pittsburg-Antioch Highway into a more complete street with landscaping. The project limits are between Loveridge Road and the City limits at Arcy Lane. This segment is approximately 1.0 mile in length. The widening will expand this section of roadway from 2 to 4 lanes, including a landscaped median, a two-way left turn lane, new sidewalks, and bike lane facilities. The existing sixty-foot right-of-way also needs to be widened to eighty-feet to encompass the new improvements.

#### SECTION 2: SCOPE OF WORK

Consultant shall complete the following:

##### Phase I – Preliminary Engineering

##### Task 1: Kickoff & Survey

###### 1.1 Kickoff and Site Visit

- A. Conduct a project kickoff meeting in the field to review site
- B. Gather utility documentation from utility agencies and providers

###### 1.2. Surveying and Utility

- A. Set control for aerial flight
- B. Aerial flight to map the corridor and develop a topographic survey
- C. Plot the location of existing utilities based on observation from the aerial photogrammetry and the record or as-built maps provided by the utility agencies
- D. Utility survey to dip storm drainage utilities
- E. Develop existing conditions map of topography, utility, and right-of-way
- F. Determine locations where potholing of utilities are needed for verification of underground utilities potentially in conflict with proposed utility infrastructure.
- G. Determine right-of-way based on monumentation and record maps
- H. Prepare Plats and Legal descriptions for the needed right-of-way

### 1.3 Deliverables

- Topographic and Right of Way Survey
- Utility record maps and potholing data
- Right-of-Way Plats and Legal Descriptions

## **Task 2: Options Analysis, Background Studies**

### 2.1 Options Analysis

A. Consultant shall conduct a geotechnical study that includes:

- i. Geotechnical and Pavement Analysis – 15 borings (roughly one bulk sample every 1,000 feet)
  - a. Ten (10) to a depth of five (5) feet will be collected from the subgrade level to verify the soil conditions
  - b. Five (5) to a depth of fifteen (15) feet. For the five 15-foot-deep borings, three relatively undisturbed samples will be collected at 5, 10, and 15 feet depths. Laboratory hydraulic conductivity (2 tests) and index tests will be performed from borings near the planned bioretention basin to estimate the permeability of the subgrade soils. Field percolation tests are not planned to minimize the impact on the traffic.
  - c. Consultant field engineer will collect bulk samples from 1 to 5 feet for R-value tests and pavement cores to measure the HMA thickness at all locations. One-third of the samples will be tested for R-value.
- ii. Perform a Limited Pavement Study. Consultant shall add two shallow borings extending to depths of approximately 5 feet BGS. At each shallow boring and at the regular 20-foot borings, Consultant shall collect an asphalt concrete (AC) core, take a photograph of each core that is successfully retrieved intact, measure the AC thickness, and note whether pavement reinforcing fabric is present and at what depth, measure the aggregate base (AB) section thickness, and collect a bulk sample of the subgrade soil. The Geotech Report shall include a discussion of types and

overall severity of predominant pavement distresses observed during our site reconnaissance, including alligator cracking, block cracking, distortions, longitudinal/transverse cracking, patching/utility cut patching, rutting/depressions, and weathering/raveling. Report shall include provision of pavement rehabilitation recommendations, possibly including localized pavement digouts, crack sealing, slurry seal application, and milling and filling, HMA overlay, cold in-place recycling, full-depth reconstruction, and full depth reclamation utilizing cement treatment.

- iii. Seismic Survey. Consultant shall perform a seismic refraction/MASW survey at the Sites. The seismic refraction/MASW survey is a surface geophysical method that utilizes the refraction of seismic waves on geologic layers and rock/soil units to characterize subsurface conditions.
- iv. Geotechnical Review of Project Plans and Specification. Consultant shall perform a single review iteration of the geotechnically relevant aspects of the 95% complete project plans and specifications before these documents are finalized and go out to bid and issue a letter presenting Consultant's review comments.

B. Drainage – Consultant shall develop drainage analysis of existing drainage system, potential locations for stormwater treatment and discharge of stormwater. Consultant shall analyze the proposed project improvements and design a drainage system that will manage the project run-off and meet current C.3 requirements.

C. Geometric and Creek Bank & Railroad Conform Assessment – Consultant shall provide geometrics layout including validating vertical and horizontal alignments and limits of grading using information provided by geotechnical engineers and which conforms at the creek and railroad right of way.

2.2 35% Plans and Basis of Design

- A. Complete 35% Plans
- B. Develop Basis of Design Memorandum
- C. Utility Relocation exhibits and applications

## 2.3 Deliverables

- 35% Plans
- PG&E Application for overhead pole relocation
- Basis of Design Memo that indicates the regulations, policies, and design criteria that form the basis for the design. Any specific criteria related to the special studies shall be contained within those memos as attachments:

- Geotechnical Report
- Drainage Calculations/Draft Options Technical Memo - The

analysis and corresponding technical memorandum is for the purpose of facilitating a determination of options.

### **Task 3: Environmental Review & Community Outreach**

3.1 Environmental Review – Answer technical questions to address earthwork volumes, and limit of work, for City environmental review.

3.2 Public Meeting (1 total) - Gather feedback and ensure community alignment with the project's goals. Provide graphic information and attend to answer technical questions.

3.3 Draft a Stormwater Technical Memorandum - The technical memorandum will serve as the basis for the CEQA drainage analyses and would be the same as that provided with the 65% design.

### **Task 4: Design Development**

4.1 65% Plans, Draft Specifications, and Estimate. Prepare the plan sheets in AutoCAD format Plans will include the following:

- Title Sheet
- Erosion Control
- Typical Cross Sections
- Layout and Utilities (including utility relocations)
- Construction Details
- Drainage Plans, Profiles
- Streetlighting Plans (location only at 65%)
- Traffic Striping and Sign Plan

- Traffic Signal Plan
- Layout, Planting, and Irrigation Framework Plans
- Bioretention facility plan and cross section
- Draft Special Provisions (in outline format)
- Engineer's Estimate based on takeoff of the major project elements delineated on the 65% plans and with assumptions on some of the non-detailed or specified items

4.2 Right of Way: On the assumption that the City will need to acquire right of way or a roadway easement to expand the right of way, Consultant shall prepare the record of survey for the four (4) assumed properties including up to four (4) plats and legal descriptions for the City to negotiate agreements with property owners. The City shall procure any title reports needed.

4.2 Draft Stormwater Technical Memorandum. Draft technical memo of the stormwater analysis of the hydrology and hydraulics as well as green infrastructure measures used for the project. A draft stormwater control plan will be developed in Contra Costa County's standard format.

4.3 Meetings (2 meetings total) – After the review of the 65% plans by utility agencies, Consultant shall participate in meetings with them to review specific design elements.

#### 4.4 Deliverables

- 65% PS&E
- Right-of-Way Plats and Legals (4)
- Draft Stormwater Technical Memorandum
- Meeting Minutes

### **PHASE II – FINAL DESIGN**

Upon approval of the 65% plans and acquiring CEQA environmental clearance, City may direct Consultant to begin Phase II work.

#### **Task 5: Final Design**

5.1 95% Plans, Special Provisions, and Engineer's Estimate (PS&E). In addition to the 65% Plans, the 95% PS&E will incorporate:

- Miscellaneous Details

- Irrigation detailed layout, details, and water usage calculations
- Pavement Rehabilitation measures
- Technical Special Provisions, dealing with materials, order of work, roadway, and electrical items of work.
- Engineers Estimate with a takeoff of quantities and unit prices, where appropriate, with a contingency to arrive at an engineer's forecast of construction costs.

5.2 Stormwater Final Technical Memorandum. Final technical memo of the stormwater analysis of the hydrology, and hydraulics as well as green infrastructure measures used for the project. Final stormwater control plan.

### 5.3 Deliverables

- 95% PS&E
- Final Stormwater Technical Memorandum
- Final Stormwater Control Plan
- Water Usage Calculations
- Meeting Minutes

## **Task 6: Permitting, Funding, & Final PS&E**

### 6.1 Final Design

- A. Draft 100% PS&E as a check set prior to issuing wet signed plans and specifications.
- B. Final PS&E wet-signed submission ready for bidding and construction along with Resident Engineer File.

### 6.2 Deliverables

- Final PS&E
- Resident Engineer File

## **SECTION 3: CONSULTANT PROJECT MANAGEMENT APPROACH**

### 1. Project Coordination & Communication

- a. Team Coordination: Consultant shall lead the coordination of the entire project team, including internal staff and external consultants, ensuring seamless

communication and collaboration to meet project milestones, scope, budget, and schedule.

- b. Client Communication: Serve as the primary point of contact with the client, ensuring ongoing communication, transparency, and responsiveness throughout the project's lifecycle.

## 2. Project Tracking & Reporting

- a. Monthly Project Status Reports: Consultant shall submit Monthly Project Status Reports, detailing:
  - i. Progress of key tasks and deliverables.
  - ii. Budget tracking and any variances.
  - iii. Updated schedule and timelines.
  - iv. Risk assessments and mitigation measures.
  - v. Upcoming project activities.
- b. Task & Change Management: Provide clear task assignment and manage any changes to scope, schedule, or budget with proper documentation and client approval.

## 3. Meetings & Documentation

- a. Regular Team & Client Meetings: Consultant shall facilitate meetings to review progress, address challenges, and align on project goals.
- b. Meeting Agendas & Minutes: Agendas will be distributed with detailed minutes will follow, documenting key decisions and action items.

## 4. Quality Assurance & Risk Management

- a. QA/QC Process: Consultant shall implement a Quality Assurance/Quality Control process to review all project deliverables before submission.
- b. Risk Mitigation: Risks related to scope, schedule, budget, or technical aspects will be monitored to proactively provide mitigation strategies.

## **SECTION 4: OPTIONAL SERVICE**

- 1. Retaining Wall along Creek. Consultant has included time in the above scope of work to evaluate options to reduce potential impacts to Kirker Creek. A fill retaining wall may

be needed to accommodate the roadway widening along with a handrail and/or a vehicle guardrail for safety. If the base concept plan provided is selected as the preferred alternative and a retaining wall is needed, Consultant recommends an MSE wall or simple cantilever wall instead of a Caltrans standard detail wall based on cost and ease of construction. If a MSE wall is selected, the final design is by the contractor while a cantilever wall would be fully designed by Consultant.. This added scope assumes that a wall profile would be needed with cross sections and structural calculations.

## **SECTION 5: ASSUMPTIONS AND SCOPE OF QUALIFICATIONS**

In addition to the assumptions and scope qualifications within the scope of work, Consultant has assumed:

1. Existing utilities identified on Consultant's drawings/plans will be based on information obtained by Consultant through utility locating or provided to Consultant based on record mapping or as-built plans and may not be accurately documented in their horizontal location or vertical profile. Other utilities may be present that were not disclosed.
2. Pavement within the southern lanes is assumed to be maintained with a minimal plan to replace digouts and potentially overlay which is included in the design scope. If the City desires a more elaborate pavement rehabilitation strategy or additional corings and/or deflection testing, Consultant can provide a scope for a more elaborate pavement rehabilitation plan.
3. Utility design included in the project is limited to:
  - Electrical for the new street lights (YEI) and electric service for lights.
  - Drainage for the new bioretention areas and extension of the storm drainage system to accommodate the bioretention areas and street.
  - Fire Hydrant relocation only if needed.
  - No wastewater facilities included.
  - No joint trench extension

4. Phase 1 and 2 environmental, soil and/or groundwater contaminants, is not included in the scope of work as the results of the Phase 1 are currently unknown.
5. Retaining walls and/or structures, if needed, will utilize Caltrans Standard Details or Greenbrook standards and that no special retaining wall or custom wall designs are needed.
6. Landscaping for the project will only include the bioretention areas if determined to be part of the project, median and street trees with potable water irrigation system. No other landscaping is included.
7. Consultant has assumed that any work within the creek area would be above the top of bank and not required extensive creek realignment or restoration.
8. Consultant has assumed that the project will not extend into the railroad right of way and that no work within the railroad is part of the project.
9. Traffic Operations will not be affected by the improvements and have not included time to address operations at intersections, turn pocket lengths, or signal timing.
10. Landscape exclusions:
  - Arborist services and existing tree survey
  - Wells, booster pumps, and/or recycled water irrigation design including recycle water retrofit
  - Horticultural soils analysis
11. Weather Conditions: The geotechnical field investigation assumes at least two consecutive weeks of dry weather. If the work must proceed in wet conditions, limited-access drilling equipment may be required, and there could be delays.
12. No Saw-Cutting Requirement: Consultant assumes the City will not require them to saw-cut the pavement around the borings. If this requirement changes, it could result in additional fees and time.
13. Hazardous Materials: If hazardous materials are encountered during boring, Consultant shall terminate the boring and contact the City. Arrangements will be made for safe handling and backfilling, with added costs handled on a time-and-expense basis in the City's discretion.

## **SECTION 6: ASSUMPTIONS REGARDING CITY**

1. Lead public outreach: contact stakeholders (e.g. landowners, utilities, tenants, etc.), lead presentation with stakeholders, lead presentation at public meetings.
2. Complete California Environmental Quality Act (CEQA) processes, documentation, studies, and environmental permits.
3. Prepare City front end project special provisions and assemble final Project Technical Specifications. Prepared by Consultant.
4. Acquire any necessary rights-of-way for the Project.
5. Advertise and award construction contract.
6. Execute agreements with other agencies or entities.
7. Execute construction contract.
8. Provide Computer-Aided Design (CAD) borders and standard details to be utilized by the Consultant.
9. Prepare funding documentation and reports.
10. Plan and arrange Public Outreach/public meetings.
11. Provide data on utilities based on the responses from Utility Companies and as-built/record drawings of the roadways within the corridor.
12. City will waive fees for any encroachment permit needed for drilling, access, etc.
13. City will provide title reports and deed information of properties to determine ROW
14. City will lead the efforts with stakeholders and public outreach.
15. City will provide title reports and complete the negotiation and acquisition of right of way or a roadway easement.

## EXHIBIT B

### COMPENSATION SCHEDULE



**FEE PROPOSAL:**  
**Pittsburg-Antioch Highway Widening**  
**Prj No.3039**

11/13/2025

	BKF Engineers Project Management - Engineering - Surveying								Total Hours	Total Fee
	Principal & QA/QC	Associate	Project Manager	Sr. Project Engineer / Surveyor	Project Engineer / Surveyor	Design Engineer / Surveyor	Sr. Project Assistant	Field Crew		
<b>PHASE I: PRELIMINARY INVESTIGATION</b>										
<b>TASK 1: KICK-OFF &amp; SURVEY</b>										
1.1 Project Management	8						40		48	\$8,320
1.2 Kick-Off Meeting and Site Walk										
A. Conduct Project Kick-Off Meeting	2		4				1		7	\$2,020
B. Collect Utility and Record Data					16		4		20	\$4,240
1.3 Survey and Base Map Studies										
A. Set Control for Aerial Survey		1	1	2				12	16	\$6,170
B. Aerial Survey				2		6			8	\$1,720
C. Supplemental Field Survey			1	80				40	121	\$37,900
D. ROW Control		2	2	32		8		16	60	\$17,860
E. Develop Existing Conditions Map			2	8	20	32			62	\$13,680
<b>TASK 1: SUBTOTAL</b>	<b>10</b>	<b>3</b>	<b>10</b>	<b>124</b>	<b>36</b>	<b>46</b>	<b>45</b>	<b>68</b>	<b>342</b>	<b>\$91,910</b>
<b>TASK 2: OPTIONS ANALYSIS, BACKGROUND STUDIES</b>										
2.1 Options Analysis										
A. Geotechnical Study	1		4	8					13	\$3,620
B. Drainage & Stormwater Treatment Analysis	2	2	8	16	48	24			100	\$23,700
C. Geometric, Creek & Railroad Conform Assessment	2		24		60	40			126	\$29,680
2.2 35% Plans										
A. Complete 35% Plans	2	8	40	60	80	100			290	\$69,160
B. Basis of Design Memo	2		16						18	\$5,480
C. Utility Relocation Coordination			8	24	24				56	\$14,160
<b>TASK 2: SUBTOTAL</b>	<b>9</b>	<b>10</b>	<b>100</b>	<b>108</b>	<b>212</b>	<b>164</b>	<b>0</b>	<b>0</b>	<b>603</b>	<b>\$145,800</b>
<b>TASK 3: ENVIRONMENTAL REVIEW</b>										
3.1 Environmental Review	2		4	8					14	\$3,960
3.2 Public Meeting	2		4						6	\$1,880
<b>TASK 3: SUBTOTAL</b>	<b>4</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>\$5,840</b>
<b>TASK 4: DESIGN DEVELOPMENT</b>										
4.1 65% Plans, Specs & Estimate	4		40	80	120	160	16		420	\$96,000
4.2 ROW - 4 plats and legal descriptions	2	8		40		80			130	\$29,560
4.3 Advance Stormwater Report	2		8	8			4		22	\$5,720
4.4 Stakeholder Meetings	2		4				2		8	\$2,160
<b>TASK 4: SUBTOTAL</b>	<b>10</b>	<b>8</b>	<b>52</b>	<b>128</b>	<b>120</b>	<b>240</b>	<b>22</b>	<b>0</b>	<b>580</b>	<b>\$133,440</b>
<b>PHASE II: FINAL DESIGN</b>										
<b>TASK 5: FINAL DESIGN</b>										
5.1 95% Plans, Specs, & Estimates	2		40	60	80	96	8		286	\$67,000
5.2 Final Stormwater Report	1		2	6		8	4		21	\$4,660
5.3 Meetings	2		2				2		6	\$1,560
<b>TASK 5: SUBTOTAL</b>	<b>5</b>	<b>0</b>	<b>44</b>	<b>66</b>	<b>80</b>	<b>104</b>	<b>14</b>	<b>0</b>	<b>313</b>	<b>\$73,220</b>
<b>TASK 6: PERMITTING, FUNDING, &amp; FINAL PS&amp;E</b>										
6.1 Final Design										
A. Draft 100% PS&E	1		24	40	40	60			165	\$39,140
B. Final Wet-Signed PS&E	1		6	16	16	16			55	\$13,180
<b>TASK 6: SUBTOTAL</b>	<b>2</b>	<b>0</b>	<b>30</b>	<b>56</b>	<b>56</b>	<b>76</b>	<b>0</b>	<b>0</b>	<b>220</b>	<b>\$52,320</b>
<b>Total Staff Hours</b>	<b>40</b>	<b>21</b>	<b>244</b>	<b>490</b>	<b>504</b>	<b>630</b>	<b>81</b>	<b>68</b>	<b>2078</b>	<b>\$502,530</b>
<b>Labor Rate (See Note 7 below)</b>	<b>\$340</b>	<b>\$310</b>	<b>\$300</b>	<b>\$260</b>	<b>\$230</b>	<b>\$200</b>	<b>\$140</b>	<b>\$420</b>		
<b>SUBTOTAL</b>	<b>\$13,600</b>	<b>\$6,510</b>	<b>\$73,200</b>	<b>\$127,400</b>	<b>\$115,920</b>	<b>\$126,000</b>	<b>\$11,340</b>	<b>\$28,560</b>		<b>\$502,530</b>
<b>SUPPORT CONSULTANTS &amp; REIMBURSABLE EXPENSES (See Note 2 below)</b>										
Aerial Survey Consultant: 360 Aerial Surveys										\$11,250
Geotechnical Consultant: BSK										\$82,215
Landscape Consultant: Gates-Studio										\$97,703
Electrical Consultant: MSN Engineers										\$37,800
Reimbursable Expenses (Mileages, Delivery, Plots)										\$2,002
<b>CONSULTANTS &amp; REIMBURSABLE EXPENSES (See Note 2 below): SUBTOTAL</b>										<b>\$230,970</b>
<b>TOTAL LABOR PLUS REIMBURSABLE EXPENSES</b>										<b>\$733,500</b>

## 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.

BKF ENGINEERS

DocuSigned by:  
By: Daniel Schaefer  
2A7AC525FC75447...

Title: Principal-in-Charge

Project Title:

Project #:

**Pittsburg-Antioch Highway Widening**

**3039**



<b>Project Category:</b>	Roadway Infrastructure
<b>Location:</b>	Pittsburg- Antioch Highway from Loveridge Road to the eastern City limits
<b>Project Manager:</b>	K. Labao
<b>Project Priority:</b>	2F – Required
<b>Project Status:</b>	New
<b>Est. Completion Date:</b>	2029/30

**Description/Justification:**

This project will consist of widening the Pittsburg-Antioch Highway from Loveridge Road to eastern City limits at Arcy Lane from 2-lanes to 4-lanes. The project will accommodate Class II bicycle lanes where appropriate, sidewalks, and a raised landscaped median with a center storage lane for left turns in front of businesses (2WLTL) where applicable.

**Supplemental Information:**

Funding will be provided by the ECCRFFA funds.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
101	Staff Time			\$ 60,000	\$ 120,000	\$ 300,000	\$ 710,000	\$ 260,000	\$ 1,450,000
2122	Design			\$ 600,000	\$ 900,000	\$ 150,000			\$ 1,650,000
2281	Construction					\$ 2,000,000	\$ 25,000,000	\$ 6,530,000	\$ 33,530,000
2372	Administrative Overhead			\$ 60,000	\$ 120,000	\$ 300,000	\$ 710,000	\$ 260,000	\$ 1,450,000
<b>TOTAL</b>				<b>\$ 720,000</b>	<b>\$ 1,140,000</b>	<b>\$ 2,750,000</b>	<b>\$ 26,420,000</b>	<b>\$ 7,050,000</b>	<b>\$ 38,080,000</b>
PROJECT FUNDING		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
ECCRFFA				\$ 38,080,000					\$ 38,080,000
<b>TOTAL</b>				<b>\$ 38,080,000</b>					<b>\$ 38,080,000</b>



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

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale - City Manager

**SUBJECT:** Adoption of a City Council Resolution Authorizing the City Manager to Execute Consulting Services Agreement with Nichols Consulting Engineers, Chtd. for California Environmental Quality Act Analysis and Permitting for Project 3039 – Pittsburg-Antioch Highway Widening

**MEETING DATE:** January 20, 2026

**EXECUTIVE SUMMARY**

Project 3039 – Pittsburg-Antioch Highway Widening (Project) will widen the Pittsburg-Antioch Highway by expanding the segment between Loveridge Road and the eastern City Limits at Arcy Lane from two to four lanes. As part of the design process, the Project requires analysis of environmental impacts under the California Environmental Quality Act (CEQA) and permitting for construction. Adoption of this resolution will authorize the City Manager to execute a Consulting Services Agreement (Agreement) with Nichols Consulting Engineers, Chtd. for CEQA analysis and permitting for the Project.

**FISCAL IMPACT**

The total compensation for the Agreement is \$409,380. Funding will be provided through the current approved Project budget. No additional funds are being requested.

**RECOMMENDATION**

City Council adopt the Resolution authorizing the City Manager to execute a Consulting Services Agreement with Nichols Consulting Engineers, Chtd. for CEQA analysis and permitting in an amount not to exceed \$409,380.

## **BACKGROUND**

On June 12, 2025, East Contra Costa Regional Fee and Financing Authority (ECCRFFA) adopted Resolution No. 25/04, which appropriated \$38,080,000 for design and construction of the Project in accordance with Cooperative Agreement No.12-25 between ECCRFFA and the City of Pittsburg. On June 16, 2025, the City Council adopted Resolution No. 25-14636, authorizing execution of the Cooperative Agreement with ECCRFFA for the Project.

The City advertised a Request for Proposals (RFP) for professional services for CEQA analysis and resource agency permitting. Seven proposals were received from consulting firms and evaluated by staff.

## **SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee meeting.

## **STAFF ANALYSIS**

City staff ranked and evaluated the seven proposals from consulting firms. Nichols Consulting Engineers, Chtd. was ranked first based on the proposal submitted, comprehensive cost proposal review, and fee negotiation. Staff recommends awarding the design contract to Nichols Consulting Engineers, Chtd. in the amount of \$409,380. Their scope includes specialized technical studies and impact analysis, peer review of City-provided technical studies, environmental impact reporting, hearing and decision-making support, certification and filings, findings of facts, statement of overriding considerations, and resource agency permitting.

The Project will enhance the Pittsburg-Antioch Highway by widening the segment between Loveridge Road and the eastern City Limits at Arcy Lane from two to four lanes, improving both traffic and safety conditions. Final design will not commence until the environmental review is complete.

ATTACHMENTS:     Resolution  
                          Consulting Services Agreement

Report Prepared By: Khristin Labao, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute )  
Consulting Services Agreement with )  
Nichols Consulting Engineers, Chtd. for the )  
Design of Project 3039-Pittsburg-Antioch )  
Highway Widening )

RESOLUTION NO. 26-

WHEREAS, Project 3039-Pittsburg-Antioch Highway Widening (Project) aims to enhance the Pittsburg-Antioch Highway by expanding the segment between Loveridge Road to the eastern City Limits at Arcy Lane from two to four lanes; and

WHEREAS, the City advertised a Request for Proposals (RFP) for professional services for California Environmental Quality Act (CEQA) analysis and resource agency permitting; and

WHEREAS, City staff received and evaluated seven proposals from consulting firms. Nichols Consulting Engineers, Chtd. (NCE) was ranked first based on the proposal submitted; and

WHEREAS, NCE submitted a proposal in the amount of \$409,380 for design of the Project; and

WHEREAS, on June 12, 2025, East Contra Costa Regional Fee and Financing Authority (ECCRFFA) adopted Resolution No. 25/04, which appropriated funds to the Project for design and construction in accordance with Cooperative Agreement No.12-25, between ECCRFFA and the City; and

WHEREAS, on June 16, 2025, the City Council adopted Resolution No. 25-14636, authorizing the execution of a Cooperative Agreement with ECCRFFA for the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Consulting Services Agreement with Nichols Consulting Engineers, Chtd.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of January 2026 by the following vote:

AYES:  
NOES:  
ABSTAINED:  
ABSENT:

\_\_\_\_\_  
Dionne Adams, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF PITTSBURG AND  
NICHOLS CONSULTING ENGINEERS, CHTD**

Relative to:  
Project 3039 Pittsburg-Antioch Highway Widening

THIS Agreement (“Agreement”) for consulting services is made by and between the City of Pittsburg (“City”) and Nichols Consulting Engineers, CHTD a Nevada corporation (“Consultant”) (together referred to as the “Parties”) as of January 21, 2026 (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 January 31, 2028 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 Four Hundred Nine Thousand Three Hundred Eighty Dollars (\$409,380), 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.
- Emailed to [mmena@pittsburgca.gov](mailto:mmena@pittsburgca.gov) and [lblakley@pittsburgca.gov](mailto:lblakley@pittsburgca.gov)

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

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

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

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

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

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.
- 4.2 **Commercial General and Automobile Liability Insurance.**
  - 4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.
  - 4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial

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

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

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

**4.3 Professional Liability Insurance.**

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

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

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

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

**4.4 All Policies Requirements.**

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

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

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

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

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

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

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

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

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

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

**Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.**

**5.1 General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, “Indemnitees”) from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney’s fees, costs and fees of litigation, (collectively, “Liability”) of

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

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

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

**Section 6. STATUS OF CONSULTANT.**

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

**Section 7. LEGAL REQUIREMENTS.**

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

- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

**Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

**8.5.1** Immediately terminate the Agreement;

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

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

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

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

**Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including

but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

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

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys’ Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

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

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

Consultant : Nichols Consulting Engineers  
1003 Cutting Blvd., Ste. 110  
Pt. Richmond, CA 94804  
ATTN: Margot Yapp, CEO

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

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

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

Exhibit A      Scope of Services  
Exhibit B      Compensation Schedule

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

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

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

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

**CITY OF PITTSBURG**

**NICHOLS CONSULTING ENGINEERS**

\_\_\_\_\_  
Darin Gale, City Manager

DocuSigned by:  
*Gregory Fasiano*  
\_\_\_\_\_  
8E05CEC88BBE409  
Gregory Fasiano, Vice President

Approved as to Form:

Signed by:  
*Donna Mooney*  
\_\_\_\_\_  
8E05CEC88BBE409  
Donna Mooney, City Attorney

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall perform the following:

#### **1. Methodology, Technical Studies, and Permitting Strategies**

Consultant shall complete the technical studies to inform and refine the project design, then prepare a full initial study to determine the extent of impacts and mitigation requirements for circulation with the Notice of Preparation.

For all deliverables, Consultant shall provide optical character recognizable files for City's use and for direct posting to the State Clearinghouse website.

#### **Task 1. Project Management, Initiation and Scoping**

##### **Task 1.1. Project Initiation**

Consultant shall assess available existing project information available at the time of notice to proceed. Consultant shall meet with City staff to kick off the project by reviewing the technical approach and any administrative matters that may be necessary. At a minimum, items to be discussed will include the following:

- Project goals and objectives
- Scope of work, preliminary schedule, budget and invoicing requirements
- Identification of existing documentation and any data gaps, GIS shapefiles
- Protocols for communications and site visits
- Field work
- Scheduling and access requirements for field work

Prior to the kickoff meeting, Consultant shall prepare a detailed agenda and send it to City staff for review.

##### **Task 1.2. Document Review and Site Visit**

Consultant shall review all existing project information available at the time of notice to proceed. Consultant shall conduct one site visit, perform a thorough background review of the project site and the surrounding area, and assess any City feedback on the project to understand the project's components, context (site conditions and characteristics), and other ongoing or planned development in the project vicinity. Consultant shall prepare a data request delineating any additional information or clarifications about the project and alternatives considered that will need to be addressed in order to prepare a legally adequate environmental analysis in compliance with CEQA and the City's Environmental Guidelines. Consultant shall incorporate information from these efforts into the Project Description and relevant analyses sections.

### **Task 1.3. Project Meetings, Management and Coordination**

Consultant shall provide project updates, invoicing, subcontracting, and staff coordination, bi-monthly meetings over the course of the project, project administrative tasks such as invoicing and file management, and staff coordination.

### **Task 1.4. Public and Agency Early Scoping**

Consultant shall work with staff to host an early scoping meeting. During this meeting staff can present the project, and the public and agencies can express their concerns regarding environmental issues relevant to the CEQA analysis.

#### Task 1 Deliverables

- Kickoff meeting agenda and summary (electronic, Word and PDF format)
- Bi-weekly progress meeting summaries (electronic, Word and PDF format)
- Scoping meeting agenda and summary (electronic, Word and PDF format)

#### Task 1 Assumptions

- Kick off meeting will be held at the City offices
- Bi-monthly meetings will be held via Teams; Scoping meeting will be held at the City offices
- Logistics for the scoping meeting will be handled by the City

### **Task 2. Specialized Technical Studies**

Consultant shall provide studies required specifically for the regulatory permitting required for this project, as well as to protect nearby sensitive receptors.

#### **Task 2.1. Aquatic Resources Delineation Letter Report**

Consultant shall delineate potential aquatic resources within the defined project area, which includes Kirker Creek along the northern edge of the project area, and an unnamed waterway located along the city limit with Antioch. Consultant shall perform background research, field work, and the preparation of an Aquatic Resources Delineation (ARD) letter report that meets the requirements of USACE (i.e., Minimum Standards for Acceptance of Preliminary Wetland Delineations, dated November 30, 2001). The ARD will support the preparation of the project's environmental documents and future permit applications to the USACE (if necessary), SFBRWQCB, and CDFW (if necessary).

Prior to field work, Consultant shall conduct a data review of the project area. The data review will include United States Geological Survey (USGS) topography, USFWS National Wetland Inventory data, imagery, determination of the Natural Resources Conservation Service (NRCS) listed soils as hydric or non-hydric, review of climate

data, and the preparation of field maps. Preparation of field maps and field data collection will be based on the following resources:

- 1987 USACE Wetland Delineation Manual
- Regional Supplement to the USACE of Engineers Wetland Delineation Manual: Arid West (Version 2.0), May 2010
- A Field Guide to the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States, August 2008
- San Francisco District, Information Requested for Verification of Corps Jurisdiction, Revised April 2016
- Updated Map and Drawing Standards for the South Pacific Division Regulatory Program, issued February 10, 2016

As part of the field work, Consultant shall map soil pit locations and potential jurisdictional Waters of the United States (WOUS), including wetlands in ESRI ArcGIS format.

Consultant shall provide a digital copy of the Draft ARD Letter Report to City for review and comment. City shall provide Consultant with one set of consolidated comments. Consultant shall obtain, review, and integrate appropriate comments submitted by City. Consultant shall revise the Draft ARD Letter Report and submit the Final Letter Report to City. Consultant shall also prepare a Request for Aquatic Resources Delineation Preliminary Jurisdictional Determination for submittal to the USACE if warranted. A digital copy of the final documents will be provided to City.

#### Deliverables

- Draft and Final ARD Letter Report (electronic, Word and PDF format)
- Request for Aquatic Resources Delineation Preliminary Jurisdictional Determination

#### Assumptions

- Field work associated with the ARD will require no more than 1 day to complete and City shall provide designated access points for field staff to gain entrance
- Any necessary rights-to-enter will be provided to Consultant prior to field work
- City will provide 1 consolidated set of comments for the deliverables
- Assumes 1 round of review and comment by City
- Minimal revisions to the ARD will be necessary to produce the Final version

### **Task 2.2. Biological Resources Letter Report**

Consultant shall prepare a Biological Resources Letter Report for the project. Prior to conducting field surveys, Consultant shall review online databases and biological and botanical references in order to identify potential species and habitat types that may exist in the project area. The following resources shall be reviewed:

- USFWS species list of federally listed endangered and threatened species (IPAC) that could occur in and near the project area
- Species list from the California Natural Diversity Database (CNDDDB)
- Vegetation species/habitat list from California Native Plant Society (CNPS)

Consultant shall conduct a reconnaissance-level field survey to identify and approximate the habitat types in the area, determine if suitable habitat is present for state and federally listed species, and assess the presence and absence of locally rare plants that require consideration under CEQA. The field survey area shall include the project area and a 200-foot buffer (together defined as the Project Study Area). Consultant shall conduct a tree survey to assess trees that will be removed or affected during project implementation. Consultant shall collect data for species, size, and location. The findings shall be included within the biological survey letter report and CEQA document prepared for the project. Consultant shall prepare a figure for inclusion in the biological survey letter report and CEQA document identifying the relevant tree locations and data.

Consultant shall provide a digital copy of the Draft Biological Resources Letter Report to City for review and comment. Consultant shall review and integrate appropriate comments submitted by City and will then revise the Draft Biological Resources Report and submit the Final Report to City.

**Deliverables**

- Draft and Final Biological Resources Letter Report (electronic, Word and PDF format)

**Assumptions**

- City shall provide Consultant with one set of consolidated comments
- Field work associated with the reconnaissance-level field survey and tree survey will require no more than 1 day to complete with two staff, and City will provide designated access points for field staff to gain entrance
- No protocol level surveys will be required or are included in this scope of work
- Assumes 1 round of review and comment by City
- Minimal comments and edits will be received on the Draft Letter Report

**Task 2.3. Cultural Resources Report**

Because the project involves WOUS, the USACE will require Section 106 compliance with the National Historic Preservation Act (NHPA) as part of the 404-permitting process. The project must also comply with the requirements of CEQA. Consultant shall prepare a Cultural Resources Inventory Report (CRIR) meeting USACE guidelines and requirements of Section 106, as well as requirements under CEQA.

In consultation with the USACE, Consultant shall work with City to develop an Area of Potential Effect (APE) taking into consideration both potential direct and indirect effects to historic properties. Horizontal and vertical disturbance from the project will be captured within the direct APE and visual considerations of project elements will be incorporated with the indirect APE. Due to the nature of the undertaking, it is assumed the project will include new vertical elements; therefore, visual impacts to nearby potential historic properties may have to be taken into consideration. As a rule, the indirect (visual) APE boundary includes adjacent parcels to the direct (disturbance footprint) APE. However, road lighting and signage is already in place throughout the project area. It is assumed that either existing lighting and signage will remain in place or will be subject to in-kind replacement. Similarly, transmission lines run along the existing road and Consultant assumes these will be subject to in-kind replacement. Consultant assumes that the direct and indirect boundaries will be coincident throughout the project area and that the indirect APE will not extend into adjacent parcels.

Once the APE has been defined, Consultant shall conduct archival research through the Northwest Information Center, as well as other historical archive repositories (e.g., historic map websites, local historical societies/museums). Concurrently with archival research, Consultant shall initiate the Tribal consultation process required by CEQA. It is assumed that USACE will be responsible for Tribal outreach under Section 106. The results of archival research will inform expectations of fieldwork. In accordance with prescribed state standards, archaeological fieldwork will consist of an intensive pedestrian survey with transect spacing of no more than 25 meters. The objective of fieldwork is to identify the surface expression of previously recorded or newly identified resources. Architectural fieldwork, focused on the built environment (e.g., railroads, roads, trails, ditches, fence lines, transmission lines, buildings, structures), may expand to parcels adjacent to the direct APE boundary, depending on where the indirect APE boundary is established. If both archaeological and architectural resources are encountered, it is assumed all resource types can be documented within a single report. Preliminary research indicates that four or five historic-age architectural linear resources are located within the likely APE for the project.

Following fieldwork, the results will be presented in a draft CRIR. Resources identified will be documented on California Department of Recreation (DPR) forms and evaluated against National Register and California Register criteria. If eligible properties are identified, Consultant shall work with City to attempt to avoid them such that a finding of no adverse effect to historic properties pursuant to NHPA, and a finding of no significant impact pursuant to CEQA, is supported in the report. The draft report will be submitted concurrently to City and the USACE for review and comment. It is assumed all comments will be received within 30 days. Once draft comments are received, Consultant shall incorporate those into a final report. After the USACE has accepted the report, it will be submitted to the State Office of Historic Preservation (SHPO) for review and concurrence. This review will take 30 days. It is assumed the SHPO will concur with USACE findings.

### Deliverables

- Draft and final CRIR (electronic, Word and PDF format)

### Assumptions

- Compliance with CEQA and Section 106 is required
- Two meetings will be necessary: an internal kickoff meeting and a project kickoff meeting with the client
- The direct and indirect APE will be coincident
- The APE will be finalized after one round of revision
- The records search fee will not exceed \$1,000
- Interest in the project is not anticipated by Native American Tribes. If Tribes respond to inquiry letters wishing to become involved, consultation activities will be limited in scope (e.g., initial contact and sharing of available documentation). This scope does not cover Tribe requests involving fieldwork or the incorporation of comments to resulting reporting documentation. If Tribes request compensation, this will be the responsibility of City.
- If both archaeological and architectural resources are encountered, it is assumed all resource types can be documented within a single report
- Up to six cultural resources may be encountered (archaeological site and/or architectural resources)
- One round of edits from City and USACE will be incorporated into the CRIR to finalize the report
- No edits are anticipated from SHPO
- No hard copy materials will be prepared
- GIS shapefiles will be provided upon request

### **Task 2.4. Phase I Environmental Site Assessment**

Consultant shall prepare a Phase I ESA in general conformance with the scope and limitations of the American Society of Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments (ASTM E 1527-21), as well as the EPA's All Appropriate Inquiries (AAI) rule. The qualifications of the environmental professionals completing this ESA and responsible for preparation of this report meet those standards included in the AAI final rule.

The ESA scope of work that will include the following sub-tasks:

- EDR Records Review
- Site Reconnaissance

### Deliverables

- Draft and Final Phase I ESA (electronic, PDF format)

### Assumptions

- Site access will be provided to NCE by City

- Consultant assumes up to one round of client comments on draft deliverable

## **Task 2.5. Transportation and Traffic Report**

Consultant itself or through a subconsultant approved by City, shall prepare a transportation assessment for the West Leland Road Extension Phase II project consistent with the guidelines and requirements of CEQA and City of Pittsburg. At project initiation, Consultant shall meet with City of Pittsburg to determine the relevant transportation analyses to be conducted to reflect the City's plans and potential full buildout. The assessment will focus on a vehicle miles traveled assessment, address potential VMT mitigation, prepare volumes for air quality and noise assessments, and provide a full transportation assessment.

**Vehicle Miles Traveled Assessment.** An assessment of the project's effects on VMT will be performed consistent with the published methodologies and guidelines of City of Pittsburg, Contra Costa Transportation Authority (CCTA), and California Governor's Office of Land Use and Climate Innovation. The analysis will be conducted using forecasts from the CCTA travel demand model to determine if it will have a significant VMT impact. This analysis will evaluate the project's effect on VMT estimates for the following scenarios:

- **Baseline Conditions** – This data is available from the CCTA travel demand model; Consultant itself or through a subconsultant approved by City shall confirm that the baseline values calculated are reflective of values at the time that the Notice of Preparation for the project is released (consistent with guidance from OPR).
- **Baseline Plus Project** – The roadway extension project will be added to the CCTA baseline model. A full base year model run will be performed and VMT changes will be calculated across the full model network. The model output will include reasonableness checks of the production and attraction balancing to ensure the project effect is accurately captured.
- **Cumulative No Project** – The CCTA travel demand model updated to reflect the City of Pittsburg's recent General Plan update will be used to assess cumulative baseline conditions. The cumulative year will be confirmed with City staff prior to beginning the cumulative analysis.
- **Cumulative Plus Project** – A model run including the roadway widening project will be performed for the cumulative condition.

The model output will include total VMT, which includes all vehicle trips and trip purposes. Total VMT (by speed bin) will be calculated as input for the air quality, greenhouse gas (GHG), and energy impact analysis. The model output will be used to assess the project's potential impacts to VMT relative to the pertinent significance standards. If the roadway widening is found to induce and increase total VMT based on the boundary method, a significant adverse impact may be identified.

**VMT Mitigation.** If a significant adverse impact related to VMT is identified, appropriate mitigation measures will be identified. Mitigation could include physical or operational improvements to transit, bicycle or pedestrian facilities.

**Prepare Volumes for Air Quality and Noise Assessments.** Weekday daily, morning peak hour and evening peak hour traffic volumes will be developed for the Pittsburg-Antioch Highway and the major connecting roadways that would be affected by the widening project. These volumes are necessary for the environmental document's air quality and noise analyses.

**Data Collection.** Morning (7:00 to 9:00 AM) and evening (4:00 to 6:00 PM) peak period intersection turning movement counts will be conducted at the following intersections:

- Pittsburg-Antioch Highway/Loveridge Road
- Pittsburg-Antioch Highway/Arcy Lane
- Pittsburg-Antioch Highway/Auto Center Drive

Recent studies conducted in the study area will be reviewed to determine what turning movement counts are available for use. Where acceptable counts are not available, they will be collected in the field. The counts will include vehicles, trucks/heavy vehicles, bicycles and pedestrians.

**Roadway Traffic Volume Assessment.** With the completion of the widening project, additional traffic may use Pittsburg-Antioch Highway. In this task, Consultant itself or through a subconsultant approved by City shall assess the amount of diverted traffic that is forecast to use the roadway and provide a comprehensive set of volumes for the environmental document's air quality and noise analyses. Peak hour intersection volumes will be calculated for the following scenarios:

- Existing Conditions – Existing traffic volumes on the area's roadway network.
- Existing Plus Project Conditions – Existing volumes with changes in traffic from the extension project.
- Cumulative Conditions (Year 2040) – This scenario includes horizon year conditions with the implementation of all approved land use changes and any development that is consistent with the General Plan and expected to occur within the time frame of the project. It will also include transportation projects programmed for implementation prior to the horizon year and any programmed capital improvements. Cumulative forecasts will be developed using the latest available version of the CCTA travel demand model. Currently the CCTA travel demand model has a horizon year of 2040.
- Cumulative Plus Project Conditions – Cumulative Conditions with changes in traffic from the widening project.

**Transportation Assessment/Documentation.** Consultant itself or through a subconsultant approved by City shall prepare the transportation assessment (transportation section of the environmental document) for the roadway extension project. This will include the evaluation and responses to the other CEQA Appendix G

questions, including policy consistency, hazards, VMT and emergency vehicle access. The transportation assessment will include the data, findings and elements as required by CEQA statute and City of Pittsburg's requirements.

#### Deliverables

- Administrative Draft CEQA Transportation Section (electronic, Word format)
- Draft CEQA Transportation Section (electronic, Word format)
- Final CEQA Transportation Section (electronic, Word and PDF format)

#### Assumptions

- Consultant's subcontractor Consultant itself or through a subconsultant approved by City shall be available to attend up to two project meetings or virtual calls as required. Additional participation, such as public hearings, can be provided on an additional time and materials basis.

### **Task 2.6 Optional Task – Intersection Levels of Service (LOS) Analysis**

The widening of the Pittsburg-Antioch Highway as outlined may modify traffic patterns in City of Pittsburg. In this optional task, Consultant itself or through a subconsultant approved by City shall assess the roadway's operational performance under the existing and cumulative conditions with and without the extension. This analysis will include an assessment of peak hour LOS. While this analysis is not required as part of the project's CEQA review, Consultant is to provide local decision makers the information needed to understand the likely effects of project approval.

**Optional Task A – Intersection LOS Analysis.** AM and PM peak hour intersection operations will be evaluated for the following scenarios using the HCM 7th Edition method for vehicles:

- Existing Conditions – This scenario evaluates transportation facilities based on volumes, lane geometry and traffic controls at the time of analysis.
- Existing Plus Project Conditions – Existing Conditions with the addition of traffic from the project.
- Cumulative Conditions (Year 2040) – This scenario evaluates horizon year conditions with the implementation of all approved land use changes and any development that is consistent with the General Plan and expected to occur within the time frame of the project. It will also include transportation projects programmed for implementation prior to the horizon year and any programmed capital improvements. Cumulative forecasts will be developed using the latest available version of the CCTA travel demand model. Currently the CCTA travel demand model has a horizon year of 2040.
- Cumulative Plus Project Conditions – Cumulative Conditions with the addition of traffic from the project.

Weekday peak hour intersection delays and LOS will be calculated and reported for the following intersections:

- Pittsburg-Antioch Highway/Loveridge Road
- Pittsburg-Antioch Highway/Arcy Lane
- Pittsburg-Antioch Highway/Auto Center Drive

**Optional Task B – Intersection LOS Memorandum.** Consultant itself or through a subconsultant approved by City shall summarize the findings of the intersection LOS evaluation in a technical memorandum for project team review and comment. Draft and final versions of the technical memorandum will be prepared and submitted.

### **Task 3. Peer Review of Geotechnical and Hydrology/Drainage Report**

The project is located adjacent to and, in some places, within a FEMA Special Flood Hazard Area (SFHA) Zone AE. Alterations to the road geometrics through the addition of new curb and gutter may result in changes to existing drainage patterns. Impacts of the project on drainage patterns and the floodplain will be important to understand and will add complexity to the design and permitting of the project.

Consultant shall perform a peer review of the City-provided, preliminary Geotechnical and Hydrology/Drainage Report. This task will include a review of the drainage criteria, the hydrologic methodology, the hydraulic modeling approach, modeling results, identified measures, and sufficiency of the analysis for CEQA purposes, as required. Consultant shall complete a peer review of the design consultant's geotechnical report for roadway pavement design as it pertains to investigation methods, laboratory testing, and conclusions regarding roadway section compaction and placement, pavement treatment technologies, pavement section, and subgrade support.

Consultant shall provide a memorandum summarizing any comments related to the peer review, highlighting any identified potential deficiencies, and providing a identified measures regarding any required additional data. A draft will be submitted to City for review and comment. Following receipt of comments, Consultant follow up with City via a virtual meeting before finalizing the memorandum.

#### Deliverables

- Draft and Final Peer Review Memorandum (electronic, Word and PDF format)

#### Assumptions

- There is one combined report as described in the RFP
- Two Consultant technical experts will each spend no more than 24 hours reviewing the relevant report sections. If additional review time is warranted, Consultant shall contact City.
- The preliminary report will be provided to Consultant in its entirety with relevant appendices

- This scope and fee does not include review of hydrologic and hydraulic modeling files. However, if City requests this level of review, a separate scope can be discussed
- This scope and fee does not include any structural review or review of above ground structures (e.g. retaining walls)
- City will provide comments on the draft memorandum within 1 week of submittal

#### **Task 4. Technical Analysis/Initial Study**

An administrative draft CEQA Initial Study will be prepared and provided to City for review and comment that incorporates an analysis of all CEQA Appendix G topics. While this scope of work assumes a focused EIR, Consultant shall meet with City to discuss the findings and results. Upon a determination regarding the appropriate CEQA level of analysis, the initial study will be finalized and either attached to a Notice of Preparation of an EIR with a summary of the project and alternatives or optionally could be circulated as an initial study/mitigated negative declaration. Using this process allows City to either avoid the time and expense of an EIR or save funds by focusing the EIR on only key issues of concern.

##### **Task 4.1. Project Description and Agency Consultation**

Consultant shall prepare a complete CEQA project description based on the preliminary project plans and construction details. This will be based on project boundaries, inclusive of construction boundaries and utility connections. The administrative draft project description will be submitted to City for review and comment. The project description will then be the basis of conducting the environmental analysis and final technical reports. This task also provides for coordination with City regarding scope and review process for the joint document.

##### Deliverables

- Administrative Draft Project Description #1 (electronic, Word format)
- Administrative Draft Project Description #2 (electronic, Word format)
- Final Project Description

##### Assumptions

- Two rounds of review and comment will be conducted by City
- The final project description will be incorporated into the initial study

##### **Task 4.2. Administrative Draft Initial Study**

Consultant shall prepare an analysis of the potential direct, indirect, and cumulative effects of the project on the range of issues required to meet CEQA requirements, and present mitigation measures as warranted. If significant and unavoidable impacts are identified, the initial study will indicate that topic will be addressed in an EIR. This

analysis will draw from the technical studies described in Task 2. The administrative draft will include the objectives of the project, the analysis per topic for the project, a summary of necessary mitigation measures, and a complete record of correspondence, public outreach, publications, and exhibits.

Preparation of the Administrative Draft initial Study (AIS) will begin once the preliminary Project plans showing project footprint, disturbance/grading footprints, areas to be blocked or restored, staging and access area(s), construction methods and timelines, and total acreage of areas subject to impact have been developed. Changes to project design, footprint, and/or scope after receipt of the preliminary design may warrant changes to the AIS, additional surveys, or analyses, and are not included in this scope of work.

Consultant shall submit the AIS #1 to City for review and comments. Consultant shall integrate appropriate comments and submit the revised AIS #2 to City for distribution to the parties involved in review and comment.

#### Deliverables

- AIS #1 (Word format, electronic delivery)
- AIS #2 (Word format, electronic delivery)

#### Assumptions

- Two rounds of review and comment will be conducted by City

### **Task 4.3. CEQA Determination**

Upon receipt of comments on AIS #2, Consultant shall review the comments and schedule a meeting with City to discuss the appropriate level of CEQA documentation, and review procedures, scope, required public review and comment, and schedule. Based on the determination made in this meeting, NCE will either proceed with completing a Focused EIR or the optional MND.

#### Deliverables

- Meeting Agenda and Summary (electronic, Word and PDF format)

#### Assumptions

- Meeting will be held in person at the City

### **Task 5. Focused Environmental Impact Report**

Task 5 will be authorized and implemented if identified as the CEQA approach in Task 4.

## **Task 5.1. Notice of Preparation and Agency Scoping**

Upon a decision to move forward with an EIR, an administrative draft Notice of Preparation (NOP) will be prepared and submitted to City for review and comment. Consultant shall address City comments, prepare a Screencheck NOP with the Initial Study (NOP/IS) attached. If mitigation measures are identified that do not require analysis in the EIR, these will be included in a draft Agreement to Implement Mitigation Measures that will be submitted with the Screencheck NOP/IS. The Agreement and NOP/IS need to be signed prior to finalizing and uploading to CEQASubmit for the 30-day circulation period. If requested by an Agency or City, Consultant shall conduct a scoping meeting with either just agencies or also the public to discuss the relevant resource issues that may not have been addressed during early scope in Task 1.4.

### Deliverables

- Administrative Draft NOP/IS with Agreement to Implement Mitigation Measures (electronic, Word format)
- Screencheck Draft NOP/IS (electronic, Word and PDF format)
- Final NOP/IS (electronic, Word and PDF format)
- Scoping meeting agenda and summary (electronic, Word and PDF format)

### Assumptions

- City shall submit one consolidated set of comments to Consultant for each round of review

## **Task 5.2. Administrative Draft EIR**

Consultant shall prepare an administrative draft Focused EIR in accordance with the City's Guidelines. Based on the issues identified as key concerns in the RFP, the General Plan EIR, and our understanding of City issues, this scope assumes that the Draft EIR will focus on biological/aquatic resources, transportation and circulation, and noise and vibration. Consultant shall confer with the City to develop an agreed-upon approach to the analysis of project and cumulative impacts and make a preliminary decision as to which alternatives to include in the document, thus this scope is subject to change. The final selection of alternatives will be informed by the results of the environmental analysis. Consultant's in-house Technical Editor will review and edit all sections of the administrative draft for consistency prior to submittal to City.

The Administrative Draft EIR will include the following sections:

- Summary
- Introduction
- Project Description
- Plans and Policies
- Environmental Setting and Impacts
  - Biological and Aquatic Resources

- Hydrology and Water Quality
- Traffic and Circulation
- Other CEQA Considerations
- Alternatives
- Authors and Persons Consulted

Consultant shall prepare an Administrative Draft EIR with a draft Mitigation and Monitoring Reporting Program (MMRP). The MMRP will include the mitigation measures described in the IS and the EIR. The Final MMRP will list the mitigation and improvement measures identified as conditions of approval per City staff direction. Consultant shall work with City to identify the parties responsible for implementing, monitoring, and/or reporting on each measure, and the schedule for implementation. The Final MMRP will be included as an Exhibit to the CEQA Findings.

Deliverables

- Administrative Draft Focused EIR (electronic, Word format)

Assumptions

- City will submit one consolidated set of comments to Consultant for each round of review

**Task 5.3. Draft EIR**

Consultant shall submit a Screencheck Draft EIR for final review by City based on one set of consolidated comments. Consultant shall make any final edits, upload the document to CEQASubmit, and file it as outlined in Task 7. NCE will publish the Draft EIR at City's direction and provide an electronic PDF version for posting by City on its web site.

Deliverables

- Screencheck Draft Focused EIR (electronic, Word and PDF format)
- Draft Focused EIR (electronic, Word and PDF format)

Assumptions

- City will submit one consolidated set of comments to Consultant for each round of review

**Task 5.4. Final EIR**

After the close of the public comment period, Consultant shall work with staff to compile all written and oral comments received during the public comment period, and identify any responses that may require additional analysis, require information from other parties, trigger recirculation, or otherwise require consultation with the project team. Consultant shall prepare an administrative draft Final EIR (FEIR) responding to the

comments on the DEIR. The FEIR will include an introduction and executive summary, any revisions to the project description, a list of persons commenting, master comments to repetitive but substantive comments (as necessary), comments and responses to each comment, any DEIR revisions, and any new appendices.

Consultant shall revise administrative draft FEIR based on one set of consolidated comments from City and produce the Screencheck Draft FEIR and then FEIR for City review.

Consultant shall publish the FEIR at City's direction and provide an electronic PDF version for posting by City on its web site. Upon request, Consultant shall assist City in preparing responses to issues raised in late comments and, if directed, will prepare errata amending the FEIR to make additional corrections or other revisions.

Deliverables

- Administrative Draft FEIR (electronic, Word format)
- Screencheck Draft FEIR (electronic, Word and PDF format)
- FEIR (electronic, Word and PDF format)

Assumptions

- City will submit one consolidated set of comments to Consultant for each round of review
- Up to fifty (50) public comment letters may be received with no more than 10 substantive topics
- Up to five Agency comments may be received to be individually addressed

**Task 5.5. Findings of Fact and Statement of Overriding Considerations, Final MMRP**

Consultant shall work with staff to prepare written findings for each significant effect identified in the EIR pursuant to CEQA Guidelines Section 15091. Where impacts are determined to be significant and unavoidable, the document will identify overriding considerations related to the competing public objectives and benefits that were determined to outweigh the unavoidable adverse effects of the project. The Final MMRP will be included as a part of this document.

Deliverables

- Administrative Draft Findings/SOC #1 (electronic, Word format)
- Screencheck Draft Findings/SOC (electronic, Word and PDF format)
- Findings/SOC (electronic, Word and PDF format)

Assumptions

City will submit one consolidated set of comments to Consultant for each round of review

## **Optional Task 5A: Mitigated Negative Declaration**

Optional Task 5A may be authorized and implemented in place of the following Focused EIR Task 5 if identified as the CEQA approach in Task 4.

### **Task 5A.1. Prepare Public Review Draft MND and Notice of Intent to Adopt**

Consultant shall prepare a draft MND statement page for review and comment, finalize it, and insert in a Screencheck Public Review Draft MND City final review and comment. Consultant shall also prepare a draft Notice of Intent to Adopt (NOI) using City's circulation date, link to City's website, and hearing date. Consultant shall finalize the documents based on staff comments and upload to CEQASubmit as outlined in Task 7. The Final NOI will be provided to the City to notice adjacent property owners and publish the NOI in a paper of general circulation.

#### Deliverables

- Draft and final MND page (electronic, Word format)
- Screencheck Draft MND (electronic, Word and PDF format)
- Public Review Draft MND (electronic, Word and PDF format)

#### Assumptions

- The City will circulate the NOI to adjacent property owners per City requirements
- The City will publish the NOI in a paper of general circulation

### **Task 5A.2. Prepare Response to Comments**

After the close of the public comment period, Consultant shall review the public and agency comments, compile all substantive comments, and provide written responses to each comment. Responses will be organized to briefly address non-CEQA comments on the project, public comments, then agency comments. Where more than one comment is addressing the same point or where otherwise relevant, responses to topical questions will be addressed and referenced to avoid redundancies.

#### Deliverables

- Administrative Draft Response to Comments #1 (electronic, Word format)
- Administrative Draft Response to Comments #2 (electronic, Word format)

#### Assumptions

- Up to fifteen (15) public comment letters may be received with no more than 10 substantive topics.
- Up to five Agency comments may be received to be individually addressed.

### **Task 5A.3. Prepare Final MND**

A Screencheck Draft Final MND will be submitted for final City review. Consultant shall address comments and Final MND will be compiled to consist of the City reviewed and approved responses to comments, a list of commenters and letters, and the Public Review Draft.

#### Deliverables

- Screencheck Draft Final MND (electronic, Word and PDF format)
- Final MND (electronic, Word and PDF format)

#### Assumptions

- All documents will be delivered electronically

### **Task 6. Hearing and Decision-Making Support**

The Consultant Project Manager shall attend up to four public hearings to present a summary of the EIR and answer questions if the second option is pursued. Should Optional Task 5 be selected, this scope of work would be reduced to up to two public hearings for the MND. This includes one public hearing held by the Planning Commission to receive oral comments on the Draft EIR. The Consultant Project Manager shall attend the public hearing at the Planning Commission on the certification of the EIR or adoption of the IS/MND and will be available to answer questions as needed. Upon request, Consultant shall assist City staff in preparing the hearing presentation and responding to questions from the Planning Commission. Consultant shall also draft staff reports and supporting documents for City's decision-making process as needed.

#### Deliverables

- Consultant Project Manager attendance at up to four public meetings at the City
- Up to four draft staff reports with supporting documents

#### Assumptions

- Staff will provide examples of City staff reports for formatting and style guidance.

### **Task 7. Certification and Filings**

Consultant shall assist City in publishing, posting, and filing the CEQA document and related notices. This will include preparing a Prepare Notice of Availability (NOA) or Notice of Intent to Adopt (NOI), Notice of Completion (NOC), and Summary Form required for CEQASubmit postings, and the Notice of Determination (NOD) upon final City action on the project. Consultant shall take the lead role filing paperwork with the relevant state and/or local agencies and submit all required documents to the State Clearinghouse via CEQASubmit.

### Deliverables

- Draft and Final NOA or NOI (electronic, Word and PDF format)
- Draft and Final NOC (electronic, PDF format)
- CEQASubmit Summary Form (electronic, PDF format)
- Draft and Final NOD (electronic, Word and PDF format)

### Assumptions

- Consultant shall file the notices as appropriate with the Contra Costa County Clerk
- Consultant shall be reimbursed for filing fees
- City will publish and pay for notices in a paper of general circulation

## **Task 8. Resource Agency Permitting and Coordination**

This task assumes that the ARD will determine that both WOUS and Waters of the State are present and impacted by the project.

### **Task 8.1. Agency Outreach**

Following the project kickoff meeting, Consultant shall conduct initial agency outreach. This outreach shall occur with USACE, RWQCB, and CDFW. Consultant shall identify the primary point of contact, introduce the project, discuss the overall schedule, identify key issues, and confirm application requirements and timing of subsequent check-ins. Consultant anticipates the initial outreach efforts will include a phone call or virtual meeting lasting up to one hour per agency for up to three agencies.

Prior to the initial agency outreach, Consultant shall prepare an Environmental Tracker (Excel based spreadsheet tool) to track and document the outcomes of these discussions. This task also includes time for managing the Environmental Tracker throughout the project to document agency contacts, routine agency coordination/communications, permit application status, mitigation measures from environmental documents, and the permit conditions included in final approved permits.

Consultant shall anticipate regular check-ins with regulatory agency staff during the life of the project that are in addition to the formal meetings, field reviews, and submittals noted below.

### Deliverables

- Initial agency outreach notes
- Development and ongoing management of Environmental Permit Tracker

### Assumptions

- Consultant shall perform initial agency outreach for up to three agencies
- Each engagement will last up to one hour

- Up to six meetings with permitting agencies during the permitting phase of the project

**Task 8.2. RWQCB Section 401 Water Quality Certification Request**

A Section 401 Water Quality Certification is required from the RWQCB for both temporary and/or permanent impacts to Waters of the State. Consultant shall prepare a Water Board Discharges of Dredged or Fill Material to Waters of the State application (also known as a Water Quality Certification application). Per the September 11, 2020, EPA final ruling, Consultant shall also complete the 401 Water Quality Certification Request, which is an addendum of nine elements, and include it with the Water Quality Certification application submittal. Lastly, per the September 11, 2020, final rule, Consultant shall email a Pre-Fill Meeting Request to the RWQCB and copy the USACE 30 days prior to submitting the Water Quality Certification application. Consultant and a representative from City will attend the Pre-Fill meeting (virtual) with the RWQCB.

Consultant shall provide a digital copy of the permit application to City for review and comment. City will provide Consultant with one set of consolidated comments. Consultant shall obtain, review, and integrate appropriate comments submitted by City. Consultant shall revise the Draft permit application and submit the Final permit application to the RWQCB on behalf of City. Consultant shall follow up with the RWQCB once the application is submitted.

Deliverables

- Draft and Final Notification of Water Quality Certification application (electronic, PDF format)

Assumptions

- City will provide payment of the permit application fee
- The RWQCB will not require mitigation for temporary impacts
- Any required dewatering or temporary water diversion plans will be prepared by City or others
- A water quality monitoring plan will not be required by the RWQCB
- Permit condition compliance, mitigation plan, monitoring, and reporting is not a part of this scope of work because the project specific permit requirements are currently unknown

**Task 8.3. USACE Section 404 Permit Application**

Consultant shall prepare a Section 404 Nationwide #14 permit application for submittal to the USACE. The permit application will include the following:

- Cover letter to USACE
- Application forms
- ARD Report
- Biological Resources Report

- Figures and drawings
- Cultural Resources Letter Report

Consultant shall provide a digital copy of the permit application to City for review and comment. City will provide Consultant with one set of consolidated comments. Consultant shall obtain, review, and integrate appropriate comments submitted by City. Consultant shall revise the Draft permit application and submit the Final permit application to the USACE on behalf of City. Consultant shall follow up with USACE once the application is submitted.

Deliverables

- Draft and Final permit application (electronic, PDF format)

Assumptions

- USACE is the lead federal agency and if required, will initiate Section 7 consultation with USFWS
- Permit condition compliance, mitigation plan, monitoring, and reporting are not a part of this scope of work because the project specific permit requirements are currently unknown
- The project will impact less than 0.5 acres of aquatic resources and therefore will not require an Individual Permit. If aquatic resources impacts exceed this threshold, then Consultant shall prepare an Individual Permit. Consultant shall provide an additional budget request to cover this additional work.

**Task 8.4. CDFW Lake and Streambed Alteration Agreement Application**

Consultant shall prepare and submit a CDFW Notification of Lake or Streambed Alteration application. The application package will include:

- A project description
- Evaluations of impacts to the creek and riparian habitat
- The type, linear feet, and total area of riparian vegetation subject to impact
- Documentation of any special status fish, wildlife, plants, or supporting habitat at or near the project site
- Biological Survey Report
- Mapped fish and/or wildlife resources
- Waters of the State of California and U.S. ARD Report
- Water quality BMPs to protect fish, wildlife, and plant resources
- Avoidance and/or minimization measures to protect fish, wildlife, and plant resources
- Project mitigation and/or compensation to protect fish, wildlife, and plant resources

Consultant shall provide an electronic copy of the Draft Notification of Lake or Streambed Alteration application to City for review. Consultant shall obtain, review, and

integrate appropriate comments submitted by City and will then revise the permit application and prepare the Final Notification of Lake or Streambed Alteration application for submittal to the CDFW. Consultant shall follow up with CDFW once the application is submitted.

Deliverables

- Draft and Final Notification of Lake or Streambed Alteration application (electronic, PDF format)

Assumptions

- City will provide payment of the permit application fee
- A CDFW Incidental Take Permit will not be needed
- Permit condition compliance, mitigation plan, monitoring, and reporting is not a part of this scope of work because the project specific permit requirements are currently unknown

## Schedule

Below is the Consultant’s schedule for delivery of the described scope of services from notice to proceed as discussed with City on October 30, 2025. The City does not anticipate contracting a design consultant before mid-December, and perhaps later. Depending on final scoping refinement and clarifications with the City, as well as the date NCE receives at least 35% plans to prepare the CEQA project description, we may need to make additional adjustments to our schedule.

Task Name	Duration	Start	Finish
<b>1. Project Management, Initiation and Scoping</b>	<b>364</b>	<b>1/14/2026</b>	<b>1/13/2027</b>
1.1 Project Initiation	9	1/14/2026	1/23/2026
1.2 Document Review and Site Visit	7	1/23/2026	1/30/2026
1.3 Project Management and Coordination	364	1/14/2026	1/13/2027
1.4 Public and Agency Early Scoping	1	2/7/2026	2/7/2026
<b>35% Design 6 weeks from contract, assumed 1/7/26</b>	<b>42</b>	<b>1/7/2026</b>	<b>2/18/2026</b>
<b>2. Specialized Technical Studies</b>	<b>42</b>	<b>1/26/2026</b>	<b>3/9/2026</b>
2.1 Aquatic Resources Delineation and Letter Report	42	1/26/2026	3/9/2026
2.2 Biological Resources Letter Report	42	1/26/2026	3/9/2026
2.3 Cultural Resources Report	42	1/26/2026	3/9/2026
2.4 Phase I Environmental Site Assessment (ESA)	42	1/26/2026	3/9/2026
2.5 Transportation and Traffic Report	42	1/26/2026	3/9/2026
2.6 Optional Task - Intersection LOS Analysis	42	1/26/2026	3/9/2026
<b>3. Peer Review of Geotechnical and Hydrology/Drainage Report</b>	<b>28</b>	<b>1/23/2026</b>	<b>2/20/2026</b>
<b>4. Technical Analysis/initial Study</b>			
4.1 Project Description and Agency Consultation	21	2/18/2026	3/11/2026
4.2 Administrative Draft Initial Study	42	3/11/2026	4/22/2026
4.3 CEQA Determination	14	4/22/2026	5/6/2026
<b>5 Focused Environmental Impact Report</b>		<b>5/6/2026</b>	<b>1/19/2027</b>
5.1 Notice of Preparation and Agency Scoping	52	5/6/2026	6/27/2026
5.2 Administrative Draft EIR	70	5/6/2026	7/15/2026
5.3 Draft EIR	29	7/15/2026	8/13/2026
<i>Circulation</i>	46	8/13/2026	9/28/2026
5.4 Final EIR (AFEIR, Screencheck)	67	9/28/2026	12/4/2026
5.5 Findings of Fact and SOC, Final MMRP	60	11/20/2026	1/19/2027
<b>6. Hearing and Decision-Making Support</b>	<b>289</b>	<b>5/6/2026</b>	<b>2/19/2027</b>
<b>7. Certification and Filings</b>	<b>289</b>	<b>5/6/2026</b>	<b>2/19/2027</b>
<b>8. Resource Agency Permitting and Coordination</b>	<b>182</b>	<b>4/6/2026</b>	<b>10/5/2026</b>
8.1 Agency Outreach	182	4/6/2026	10/5/2026
8.2 RWQCB Section 401 Water Quality Certification Request	42	4/6/2026	5/18/2026
8.3 USACE Section 404 Permit Application	42	4/6/2026	5/18/2026
8.4 CDWF 1600 Application	42	4/6/2026	5/18/2026



## 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

DocuSigned by:  
By: Gregory Fasiano  
8E05CEC98BB5409...  
Title: Vice President



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

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale - City Manager

**SUBJECT:** Adoption of a City Council Resolution Authorizing an Agreement with Francisco and Associates for Assessment Engineering and Consulting Services in the Landscaping and Lighting Assessment Districts

**MEETING DATE:** January 20, 2026

**EXECUTIVE SUMMARY**

City of Pittsburg has two active Landscaping and Lighting Assessment Districts (LLAD), both formed in 1988 and affirmed by voters in 1996 in conformance with the Proposition 218 Omnibus Implementation Act. The assessment partially funds staff and materials to maintain streetlights, street trees, concrete repair for damage caused by street trees, and landscaping in parks, rights-of-way, and medians. The districts have experienced structural budget deficits due to inadequate assessment revenue and the general inflation of service costs over time. This resolution would authorize an agreement for consulting services to address the revenue shortfall.

**FISCAL IMPACT**

The agreement with Francisco and Associates will have a maximum compensation of \$160,000 to be funded by the Public Works Department, Engineering Division approved operating budget.

**RECOMMENDATION**

City Council authorize the City Manager to execute the agreement with Francisco and Associates.

## **BACKGROUND**

On June 6, 1988, City Council adopted Resolution No. 88-7324, confirming the Engineer's Report, ordering improvements and levying the first annual Assessment for Landscaping and Lighting Maintenance Assessment District 1988-01 (Citywide LLAD 1988-01). Council also adopted Resolution No. 88-7322, accepting the Engineer's Report, ordering the improvements, and levying the Assessment for Landscaping & Lighting Assessment District 1988-02 (Oak Hills LLAD 1988-02).

In the 1996 general election, voters confirmed the assessment in conformance with the Proposition 218 Omnibus Implementation Act (Government Code 53750 et seq.), collectively known as "Proposition 218."

In Fiscal Year (FY) 1990/91, assessment rates increased in Citywide LLAD 1988-01.

In FY 1990/91, assessment rates increased in Oak Hills LLAD 1988-02 and have remained unchanged for 35 years.

In FY 2007/08, assessment rates for residential parcels in Citywide LLAD 1988-01 increased and have remained unchanged for 18 years.

Because the assessment rates in Citywide LLAD 1988-01 and Oak Hills LLAD 1988-02 have remained unchanged for 18 and 35 years respectively, the costs of providing the services in these districts have outpaced the assessments collected. As a result, the City's General Fund has subsidized these districts year after year. The City Council and staff are exploring options for a potential assessment increase.

On October 31, 2025, staff issued a Request for Proposal (RFP) for Assessment Engineering and Consulting Services for Landscaping and Lighting Assessment Districts.

## **SUBCOMMITTEE FINDINGS**

On April 24, 2025, the Infrastructure and Transportation Subcommittee met and staff sought their input on a potential effort to increase revenue for the districts through a rate increase and the inclusion of a Consumer Price Index escalating factor. The Subcommittee recommended that staff engage a consultant to assist with this effort.

## **STAFF ANALYSIS**

The assessment districts were formed to pay for staff and materials to install and maintain streetlights, street trees, concrete repair for damage caused by street trees, and landscaping in parks, right-of-ways, and medians.

The districts have experienced structural budget deficits due to inadequate assessment revenue and the general inflation of service costs over time. Of the over \$6,000,000

budgeted in FY 2025/26 for expenditures in the Citywide LLAD 1988-01, the General Fund contributes over \$2,200,000 or 37% of costs to cover the funding gap.

The current assessment and funding level is insufficient to fully implement the Landscape Maintenance Master Plan or achieve the City Council's FY 2024/25 and 2025/26 goals of increasing the beautification of City-maintained areas.

In response to the need for funding these districts, the City issued the RFP for consulting services. Of the two proposals received and reviewed, Francisco and Associates' proposal is higher quality and has better value.

ATTACHMENTS: Resolution  
Consultant Services Agreement

Report Prepared By: Sharon Paz, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute an Agreement )	
With Francisco and Associates for Assessment )	RESOLUTION NO. 26-
Engineering and Consulting Services for the )	
<u>Landscaping and Lighting Assessment Districts )</u>	

WHEREAS, City of Pittsburg has two active Landscaping and Lighting Assessment Districts (LLAD), Citywide LLAD 1988-01 and Oak Hills LLAD 1988-02, both formed in 1988 in conformance with the 1972 Landscaping and Lighting Act (California Streets and Highways Code Section 22500 et seq.); and

WHEREAS, the LLADs were affirmed by voters in 1996 in conformance with the Proposition 218 Omnibus Implementation Act (Government Code 53750 et seq.) collectively known as "Proposition 218;" and

WHEREAS, the assessment partially funds staff and materials to maintain streetlights, street trees, concrete repair for damage caused by street trees, and landscaping in parks, rights-of-way, and medians; and

WHEREAS, all assessment rate categories in Citywide LLAD 1988-01 increased in Fiscal Year (FY) 1990/91. In FY 2007/08, only residential assessment were raised, while the rates for all other parcels remained the same; and

WHEREAS, assessment rates in Oak Hills LLAD 1988-02 increased in Fiscal Year (FY) 1990/91 and have remained unchanged; and

WHEREAS, neither district has a CPI escalating factor in the current rate methodology; and

WHEREAS, the districts have experienced structural budget deficits due to inadequate assessment revenue and the general inflation of service costs over time; and

WHEREAS, on April 24, 2025, the Infrastructure and Transportation Subcommittee recommended that staff explore options for an assessment increase; and

WHEREAS, on October 31, 2025, staff issued a Request for Proposal for Assessment Engineering and Consulting Services for the LLADs; and

WHEREAS, on November 24, 2025, two firms submitted proposals, and after review, the selection panel determined that Francisco and Associates' proposal was a higher quality and a better value, with a total cost of \$160,000, which shall be paid from the Public Works Department, Engineering Division's approved operating budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the agreement with Francisco and Associates.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of January 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Dionne Adams, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF PITTSBURG AND  
FRANCISCO AND ASSOCIATES, INC.**

Relative to:  
Assessment Engineering and Consulting Services  
for Landscaping and Lighting Assessment Districts

THIS Agreement (“Agreement”) for consulting services is made by and between the City of Pittsburg (“City”) and Francisco and Associates, a California corporation (“Consultant”) (together referred to as the “Parties”) as of January 21, 2026 (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 August 31, 2026 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City’s request, reassign such persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant’s obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed One Hundred Sixty Thousand Dollars (\$160,000), 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.
- Invoices should be emailed to spaz@pittsburgca.gov

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

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

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

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

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

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

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.
- 4.2 **Commercial General and Automobile Liability Insurance.**
  - 4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

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

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

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

### **4.3 Professional Liability Insurance.**

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

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

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

### **4.4 All Policies Requirements.**

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

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

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

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

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

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

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

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

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

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

**Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.**

**5.1 General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless

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

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

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

**Section 6. STATUS OF CONSULTANT.**

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

**Section 7. LEGAL REQUIREMENTS.**

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

**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

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

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

## **Section 8. TERMINATION AND MODIFICATION.**

**8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

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

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

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

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

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

**8.5.1** Immediately terminate the Agreement;

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

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

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

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

## **Section 9. KEEPING AND STATUS OF RECORDS.**

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

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

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

**Section 10 MISCELLANEOUS PROVISIONS.**

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

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 10.7 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : Francisco and Associates  
5963 La Place Court, Suite 110  
Carlsbad, CA 92008  
ATTN: Ed Espinoza, President

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

- 10.9 Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional

responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

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

Exhibit A      Scope of Services  
Exhibit B      Compensation Schedule

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

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


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

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


**CITY OF PITTSBURG**

**CONSULTANT**

\_\_\_\_\_  
Darin Gale, City Manager

Signed by:  
  
\_\_\_\_\_  
Ed Espinoza, President

Approved as to Form:

Signed by:  
  
\_\_\_\_\_  
Donna Mooney, City Attorney

## EXHIBIT A

### SCOPE OF SERVICES

#### **PHASE I – BENEFIT ANALYSIS**

Consultant shall perform a benefit analysis that will identify eligible improvements that may be funded with a Landscaping and Lighting Assessment District (“LLAD”); review and coordinate with City staff to develop cost estimates to maintain, operate, and replace eligible improvements; quantify general benefits to the public at large; and develop an assessment methodology to proportionately spread the cost corresponding to the special benefits conferred to each assessable parcel in the City. Consultant shall present the benefit analysis and proposed assessment methodology to City staff and City Council for approval. Below is a more detailed list of tasks related to the benefit analysis.

#### **Task 1 - Project Team Meetings**

Consultant shall meet with City staff, legal counsel, and other project team members on an as needed basis to collect and disseminate project information. Meetings will include, but not be limited to, a review of the scope of work, development of the project schedule with pertinent deliverables and milestone dates.

#### **Task 2 - Collect Available Data**

Consultant shall collect available data from the City related to its LLADs. Information may include a list of improvements to be maintained; improvement diagrams or the location of improvements currently maintained or proposed to be maintained; cost estimates to operate, maintain, and replace relevant improvements.

#### **Task 3 – Develop a Citywide Parcel Database**

Consultant shall develop a Citywide parcel database with applicable property characteristics from the most recent County Assessor’s data. In addition, a computer program will be developed to assist in the modeling of parcel assessments. Property characteristics will be reviewed, audited as necessary and validated for accuracy. The parcel database will be the basis for the modeling of assessments.

#### **Task 4 – Identify Eligible Improvements**

Consultant shall identify the types and locations of the eligible improvements to be funded using assessment revenues. Categorize improvements into multiple categories, which may include improvements that are of regional or citywide benefit to people and property both within and outside the City, and those improvements that are more of a local benefit to property.

**Task 5 – Identify Cost Estimates for each Improvement**

Consultant shall coordinate with City staff to develop cost estimates for each improvement. Cost estimates are anticipated to include the costs to operate, maintain, and replace the improvements at the end of their useful life.

**Task 6 – Perform Benefit Analysis**

Based on Consultant’s review of the locations and categories of improvements to be funded using assessment revenues, Consultant shall perform a benefit analysis of each improvement that quantifies and segregates the cost attributable to general benefit to the public at large from the special and direct benefit conferred to property. The benefit analysis will also include the development of an assessment methodology that apportions all costs attributable to special benefit to each parcel, and a comparison of the existing assessment to the proposed assessment for each parcel.

**Task 7 – Present the Benefit Analysis to City Staff**

Consultant shall present the draft benefit analysis to City staff and the project team for review and comment. Based on comments received from City staff and project team on the benefit analysis, Consultant shall finalize the benefit analysis and assessment methodology that will serve as the basis for the proposed assessment rates.

**Task 8 – Develop Strategy to Replace Existing LLADs with New LLAD**

Based on the approved benefit analysis, Consultant shall assist City staff with developing a strategy to replace its existing two (2) LLADs with a consolidated Citywide LLAD comprised of benefit zones. Consultant shall review and discuss the Proposition 218 process and tentative timeline with City staff.

**PHASE II – ENGINEER’S REPORT AND CITY COUNCIL APPROVAL**

Consultant shall prepare the required Engineer’s Report in accordance with the requirements of Proposition 218 and the Landscape and Lighting Act of 1972 to form a new LLAD that will fund ongoing maintenance and operations of landscaping, parks, sidewalk, street trees, streetlighting improvements, and possible recreational facilities. Below is a more detailed list of tasks related to the preparation and approval of the Engineer’s Report.

**Task 1 – Preparation of the Engineer’s Report**

Consultant shall prepare Engineer’s Report that includes quantification of general benefit to the public at large and substantiating the special benefits to property assigned to each parcel within the City. Consultant shall prepare an assessment diagram and include it in the Engineer’s Report. Consultant shall provide a draft of the Engineer’s Report to the project team for review and comment. Consultant shall address comments from the project team and prepare the final Engineer’s Report. Consultant President, Ed Espinoza, will sign the Engineer’s Report as a registered Engineer in the State of California.

## **Task 2 – City Council Approval and Public Hearing**

Consultant shall assist City staff to prepare the City Council documents to approve the Engineer’s Report and authorize Proposition 218 proceedings. Consultant shall attend at least two City Council meetings, including the public hearing required by Proposition 218, to address questions from City Council and the public.

## **PHASE III – PROPOSITION 218 PROCEEDINGS**

Consultant shall assist the City with Proposition 218 proceedings including; community and City Council engagement; dissemination of information to stakeholders; preparation of a mailing database that includes the most current parcel information (property owner names, mailing addresses, etc.); production of notices and ballots; mailing of notices and ballots; fielding property owner inquiries; preparation and mailing of replacement notices and ballots if requested by property owners; and tabulation of returned ballots. Below is a more detailed list of tasks related to the required Proposition 218 proceedings.

### **Task 1 – Project Team Meetings**

Consultant shall attend virtual meetings with the project team to discuss public outreach strategy and information that will be provided to stakeholders.

### **Task 2 – Develop a Strategy for Community and Council Engagement**

Consultant shall collaborate with City staff as needed to establish a strategic plan to educate and engage community stakeholders on the proposed LLAD.

### **Task 3 – Assist with Dissemination of Information to Stakeholders**

Consultant shall prepare information that will be provided to affected property owners and address inquiries from City Council, property owners, and the community regarding the proposed assessments. Methods to disseminate information to stakeholders may include a dedicated website, social media, informational mailers, and virtual town halls. Upon request, Consultant shall attend at least one community meeting and one subcommittee meeting to address concerns and questions from property owners and the community.

### **Task 4 – Preparation of Mailing Database**

Consultant shall coordinate with Contra Costa County to obtain the most current property data, including property owner names and mailing address information for parcels located within City limits and prepare a mailing database to mail notices and ballots as required by Proposition 218.

### **Task 5 – Preparation of Notices and Ballots**

Consultant shall collaborate with project team to prepare draft of the required notice and ballot in accordance with Proposition 218. Consultant shall review draft notice and ballot with the project team and incorporate revisions as necessary to finalize for delivery to the mail house.

**Task 6 – Production of Notices, Ballots, Outgoing Envelopes, and Return Envelopes**

Consultant shall coordinate with the mail house to mail merge and print up to 20,000 notices, ballots, outgoing and incoming envelopes. The outgoing envelopes will be white No. 10 windowed envelopes with the return address, stamp and statement that the envelopes contain an official ballot inside. The return envelopes will be light pastel colored No. 9 envelopes with the return address printed on them along with a prepaid postage stamp. The notice will be a tri-folded 11” x 17” color brochure and will include information regarding the proposed assessment as required by Proposition 218. The ballot will be printed on colored card stock.

**Task 7 – Mailing of Notices and Ballots**

Consultant shall coordinate with mail house to fold, stuff, and apply postage to outgoing and return envelopes and deliver notices and ballots to the post office to ensure delivery by the legal deadline. The notices and ballots will be mailed no less than 45 days prior to the scheduled public hearing.

**Task 8 – Property Owner Inquiries and Replacement Notices and Ballots**

Consultant’s phone number will be printed on the notice for property owners to call if they have any questions related to the proposed assessment and/or Proposition 218 procedures. If requested by property owner(s), Consultant shall provide replacement notices and ballots in the event they are lost, misplaced, or if a property owner wishes to change their vote. These ballots will be printed on a different colored card stock than the original ballots to ensure ballots are not counted twice.

**Task 9 – Tabulation of Ballots**

After the close of the scheduled public hearing, Consultant shall open, sort, and tabulate all returned ballots and prepare a table of the ballot tabulation results. The table shall include but is not limited to; the number and total assessment amount corresponding to the returned ballots in favor of the proposed assessment, the number and total assessment amount corresponding to the ballots opposed to the proposed assessment, the number and total assessment amount corresponding to the ballots deemed invalid, and the number and total assessment amount corresponding to the ballots not returned. If a majority of ballots returned, weighted by proposed assessment, are not opposed to the proposed assessment, the City Council may approve the proposed assessments and Engineer’s Report.

## EXHIBIT B

### COMPENSATION SCHEDULE

The Scope of Work included in this Proposal is proposed to be performed on a time and materials basis at the hourly rates shown in Table 1. The estimated labor hours and cost are shown below in Tables 2 and 3 below. Reimbursable expenses including, but not limited to, postage, mailing services, overnight mail, County Assessor data, and data storage will be billed at cost plus 15%.

The total fee for the scope of work included in this Proposal is estimated not to exceed **\$160,000**. The actual costs will depend on the final number of notices and ballots produced, mailed, and tabulated.

TABLE 1	
F&A Personnel Classification	Hourly Rate
Principal/Project Manager	\$240
Associate Engineer	\$175
Senior Project Analyst	\$160
Project Analyst	\$145
Administrative Staff	\$95

TABLE 2 Summary of Estimated Labor Hours for Phase I (Benefit Analysis) and Phase II (Engineer's Report and City Council Approval)							
Scope of Services Description	Principal/Project Manager (Hours)	Associate Engineer (Hours)	Senior Project Analyst (Hours)	Project Analyst (Hours)	Administrative Staff (Hours)	Total Hours	Total Estimated Fee
Phase I - Benefit Analysis and GIS Mapping of Improvements	60	0	80	24	0	164	\$30,680.00
Phase II - Engineer's Report and City Council Approval	60	0	40	0	8	108	\$21,560.00
<b>PHASES I AND II SUBTOTAL:</b>	<b>120</b>	<b>0</b>	<b>120</b>	<b>24</b>	<b>8</b>	<b>272</b>	<b>\$52,240.00</b>

TABLE 3 Summary of Estimated Labor Hours for Phase III (Proposition 218 Proceedings)							
Scope of Services Description	Principal/Project Manager (Hours)	Associate Engineer (Hours)	Senior Project Analyst (Hours)	Project Analyst (Hours)	Administrative Staff (Hours)	Total Hours	Total Estimated Fee
Task 1 - Project Team Meetings	8	0	8	0	0	16	\$3,200.00
Task 2 - Assist with Public Outreach and Dissemination of Information to Stakeholders	40	0	24	0	0	64	\$13,440.00
Task 3 - Preparation of Mailing Database	2	0	0	8	0	10	\$1,640.00
Task 4 - Preparation of Notices and Ballots	16	0	8	0	4	28	\$5,500.00
Task 5 - Production of Notices, Ballots, Outgoing Envelopes, and Return Envelopes*	-	-	-	-	-	-	-
Task 6 - Mailing of Notices and Ballots*	-	-	-	-	-	-	-
Task 7 - Property Owner Inquiries and Replacement Notices and Ballots	8	0	8	0	8	24	\$3,960.00
Task 8 - Tabulation of Ballots*	-	-	-	-	-	-	-
<b>PHASE III SUBTOTAL:</b>	<b>74</b>	<b>0</b>	<b>48</b>	<b>8</b>	<b>12</b>	<b>142</b>	<b>\$27,740.00</b>

Final cost for these items will depend on the actual cost of materials and postage at the time of production and mailing, and the final number of notices and ballots produced, mailed, and tabulated. The cost of production, mailing, and ballot tabulation is currently estimated to be \$4.00 per notice and ballot produced and mailed. Therefore, the total cost for these items is anticipated to cost up to \$80,000, including outgoing and return postage, based on a total count of 20,000 notices and ballots mailed to assessable parcels.

## 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

Signed by:  
By: Ed Espinoza  
BCA3404B2934424...  
Title: President



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

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale - City Manager

**SUBJECT:** Adoption of a City Council Resolution Establishing the Maximum Number of Condominium Conversions for Calendar Year 2026, in Accordance with Section 17.44.070 of the Pittsburg Municipal Code

**MEETING DATE:** January 20, 2026

**EXECUTIVE SUMMARY**

Section 17.44.070 of the Pittsburg Municipal Code (PMC) limits the number of apartments (multifamily rental units) that can be converted annually to condominiums to an amount established by the City Council at the beginning of each calendar year. If approved by the City Council, the proposed resolution would establish the maximum number of condominium conversions for the year 2026.

**FISCAL IMPACT**

There is no fiscal impact associated with the establishment of the maximum number of condominium conversions for the year 2026.

**RECOMMENDATION**

City Council adopt the attached resolution allowing a maximum of 497 multifamily rental units to be converted to condominiums in 2026.

**BACKGROUND**

In 1986, the City Council adopted Ordinance No. 86-897 amending the subdivision ordinance (PMC Title 17) to limit the number of multifamily rental units that may be

converted annually to individually-owned condominiums. Pursuant to that ordinance and current PMC section 17.44.070, the number of multifamily rental units that may be converted is a policy decision to be made by the City Council, set on an annual basis at the beginning of each calendar year.

The total number of multifamily rental units eligible to be converted is derived by calculating the total number of existing multifamily rental units in the City (in buildings with two or more residential units) and subtracting the total number of multifamily rental units with existing, approved condominium maps.

Staff determined the number of multifamily rental units by conducting a query of specific use codes in the Contra Costa County database, including duplex, triplex, fourplex, combinations, and apartments. The total number of multifamily rental units found in Pittsburg was 5,309. Of these units, 332 have existing, approved condominium maps:

- Delta Hawaii 55+ at 701 Stoneman Avenue - 24 units
- La Almenara at 1065 Beacon Street - 20 units
- Lakeview at the intersection of East Leland Road and Lakeview Circle - 132 units
- Ventana (formerly Leland Terrace) at the intersection of East Leland Road and Piedmont Way - 156 units

If subtracted from the total number of existing multifamily rental units in Pittsburg, the net total number of multifamily rental units eligible for conversion under the condominium conversion ordinance is 4,977.

### **SUBCOMMITTEE FINDINGS**

This item was not reviewed by a Subcommittee.

### **STAFF ANALYSIS**

For the past 37 years, the City Council has adopted a policy of allowing up to 10 percent of its existing multifamily rental housing stock to be converted to condominiums annually. However, no condominium conversions have been approved (or requested) since 2006, when the Planning Commission approved the conversion of Creekside Senior Apartments (88 units) though the Planning Commission subsequently rescinded this action.

Staff recommends a continued policy of allowing up to 10 percent of multifamily rental units without pre-existing final or tentative condominium maps to be converted to condominiums for this calendar year. This policy decision would allow a maximum of 497 multifamily rental units to be converted to condominiums during the 2026 calendar year. This would be consistent with past actions and ensures housing opportunities and housing affordability for low and moderate-income households.

ATTACHMENTS: Resolution

Report Prepared By: Alison Spells

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establishing the Maximum Number of )  
Condominium Conversions for Calendar )  
Year 2026 in Accordance with Section )  
17.44.070 of the Pittsburg Municipal Code )

RESOLUTION NO. 26-

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

WHEREAS, the City Council is establishing the maximum number of multifamily rental units that may be approved for conversion to condominiums during the 2026 calendar year; and

WHEREAS, staff has determined that as of January 1, 2026, there are 4,977 multifamily rental units in buildings of two or more units in Pittsburg that are not covered by pre-existing final condominium maps.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pittsburg that the maximum number of apartment units that may be approved for conversion to condominiums during the calendar year 2026 is 497 units.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of January 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Dionne Adams, 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:** Darin E. Gale - City Manager  
**SUBJECT:** Adoption of a City Council Resolution Authorizing the City Manager to Execute the First Amendment to the Consulting Services Agreement with NHA Advisors LLC  
**MEETING DATE:** January 20, 2026

**EXECUTIVE SUMMARY**

The City proposes to amend the Consulting Services Agreement (Agreement) with NHA Advisors LLC (NHA), extending the Agreement another five fiscal years, expiring June 30, 2030.

**FISCAL IMPACT**

This first amendment (First Amendment) increases the total cost of the Agreement to a not to exceed amount of Four Hundred Fifty Thousand Dollars (\$450,000). This sum is derived as follows: One Hundred Thousand Dollars (\$100,000) for each fiscal years 2021/22 and 2022/23; first one-year extension for One Hundred Thousand Dollars (\$100,000) for fiscal year 2023/24 and second one-year extension for Twenty-Five Thousand Dollars (\$25,000) for fiscal year 2024/25; and Twenty-Five Thousand Dollars (\$25,000) for fiscal years 2025-26, 2026-27, 2027-28, 2028-29, and 2029-30.

As of fiscal year end 2025, the City paid a total of \$131,141.66 for services under this Agreement:

Fiscal Year	Not to Exceed	Actual Amount Spent
2021-22	\$100,000	\$42,700.00
2022-23	\$100,000	\$69,735.41
2023-24	\$100,000	\$17,306.25
2024-25	<u>\$ 25,000</u>	<u>\$ 1,400.00</u>

Total                    \$325,000                    \$131,141.66

**RECOMMENDATION**

City Council adopt the Resolution approving the First Amendment, extending the Agreement through June 30, 2030, and authorizing a not-to-exceed amount of Twenty-Five Thousand Dollars (\$25,000) for each of fiscal years 2025-26, 2026-27, 2027-28, 2028-29, and 2029-30.

**BACKGROUND**

After soliciting for proposals from municipal financial advisors to provide a comprehensive range of services, City Council Resolution 21-14022 was adopted on November 15, 2021, approving the Agreement between the City and NHA.

NHA has provided the City financial advice regarding market conditions and trends, financial products, credit and credit analyses, and third-party alternative financing and special facility financing. As the City pursued large scale projects such as the Water Treatment Plant Project, with estimated expenditures of \$61.5m, NHA assisted in the financing process.

NHA assisted in the review of the potential refunding and new money issues, including but not limited to analyses and evaluations of underwriter proposals, financing structure, pricing, rating, and insurance proposals, and reserve fund (re)investment. NHA has participated in presentations, providing technical financial perspectives. NHA updated the City's 20-year forecasting tool. These are just some of the services that NHA has provided since executing the Agreement.

The Agreement was for a term of two fiscal years, 2021-22 and 2022-23, and pursuant to the Agreement, was extended for two (2) additional one-year terms, which expired June 30, 2025.

**SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee.

**STAFF ANALYSIS**

NHA's knowledge of and experience with City projects provide value when addressing financial concerns, and when evaluating current and potential future projects. Having NHA under contract enables the City to obtain financial advisory services whenever needed. Limiting NHA's contract to Twenty-Five Thousand Dollars (\$25,000) per fiscal year takes into consideration the City's budget challenges.

In consideration of extending the Agreement, NHA will maintain the hourly rate as presented in Exhibit B of the Agreement. Due to the rising cost of services, being able to maintain 2021 rates for the next five fiscal years is of benefit to the City.

ATTACHMENTS: Resolution  
First Amendment

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing City Manager to Execute the )  
First Amendment to the Consulting Services )  
Agreement with NHA Advisors LLC )

RESOLUTION NO. 26-

WHEREAS, after soliciting for proposals from municipal financial advisors to provide a comprehensive range of services, City Council Resolution 21-14022 was adopted on November 15, 2021, approving the Consulting Services Agreement (Agreement) between the City and NHA Advisors LLC (NHA); and

WHEREAS, NHA has provided the City with financial advice regarding market conditions and trends, financial products, credit and credit analyses, and third-party alternative financing and special facility financing. NHA assisted in the review of the potential refunding and new money issues, including but not limited to analyses and evaluations of underwriter proposals, financing structure, pricing, rating, and insurance proposals, and reserve fund (re)investment. NHA has participated in presentations, providing technical financial perspectives. NHA updated the City's 20-year forecasting tool; and

WHEREAS, the Agreement was for a term of two fiscal years, 2021-22 and 2022-23, and pursuant to the Agreement, was extended for two (2) additional one-year terms, which expired on June 30, 2025; and

WHEREAS, the City proposes to amend the Agreement with NHA, extending the Agreement for another five fiscal years, expiring June 30, 2030; and

WHEREAS, this First Amendment increases the total cost of the Agreement to a not-to-exceed amount of \$450,000, comprised of the following: \$100,000 for each of fiscal years 2021-22 and 2022-23; \$100,000) for fiscal year 2023-24 and \$25,000 for fiscal year 2024-25; and \$25,000 for each of fiscal years 2025-26, 2026-27, 2027-28, 2028-29, and 2029-30; and

WHEREAS, NHA's knowledge of and experience with City projects provide value when addressing financial concerns, and when evaluating current and potential future projects; and

WHEREAS, limiting NHA's compensation to \$25,000 per fiscal year takes into consideration the City's budget challenges; and

WHEREAS, in consideration of extending the duration of the Agreement, NHA will maintain the hourly rate as set forth in Exhibit B of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute the First Amendment.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of January 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

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Dionne Adams, Mayor

ATTEST:

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Alice E. Evenson, City Clerk

**FIRST AMENDMENT TO  
CONSULTING SERVICES AGREEMENT BETWEEN  
CITY OF PITTSBURG AND  
NHA ADVISORS LLC**

THIS First Amendment to the principal Agreement made and entered into on November 15, 2021, hereafter referred to as Agreement, between NHA Advisors LLC, a California limited liability company, therein referred to as Consultant, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 1st day of July, 2025.

WHEREAS, the parties entered into an Agreement for financial advising services on November 15, 2021, for a term ending June 30, 2023, and an option for the City to extend the term twice by one year, for a total term ending June 30, 2025; and

WHEREAS, the City exercised its option, extended the term of the Agreement to June 30, 2025; and

WHEREAS, the parties seek to further extend the term to June 30, 2030, at the same rates set forth in the Agreement.

NOW, THEREFORE, Consultant and City do mutually agree as follows:

**1. Term.** Section 1.1 of the Agreement term is hereby amended to read as follows: The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2030 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.

**2. Compensation.** Section 2 of the Agreement is hereby amended to read as follows: City hereby agrees to pay Consultant a sum not to exceed a total of Four Hundred Thousand Dollars (\$450,000). This sum is derived as follows: One Hundred Thousand Dollars (\$100,000) for each of fiscal years 2021-22 and 2022-23; One Hundred Thousand Dollars (\$100,000) for fiscal year 2023-24; Twenty-Five Thousand Dollars (\$25,000) for fiscal year 2024-25; and Twenty-Five Thousand Dollars (\$25,000) for each of fiscal years 2025-26, 2026-27, 2027-28, 2028-29, and 2029-30. Twenty-Five Thousand Dollars (\$25,000) each fiscal year, as set forth in Exhibit C, 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.

**3. Integration.** This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written

understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

**4. Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.

**5. Ambiguities.** The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

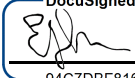
**6. Counterparts.** This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

**7. Authority.** The person signing this First Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Consultant.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

**CONSULTANT:**

NHA Advisors LLC, a California limited liability company

By:   
94C7DBF8168E45E...  
Eric Scriven, Principal

**CITY:**

CITY OF PITTSBURG, a municipal corporation of the State of California

By: \_\_\_\_\_  
Darin E. Gale, City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Donna Mooney, City Attorney

**Certificate Of Completion**

Envelope Id: BC96B9BF-A4CE-4EC4-939E-0D3275F2C743	Status: Sent
Subject: Complete with Docusign: First Amendment to NHA Agreement	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sydney Wright
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	65 Civic Ave
	Pittsburg, CA 94565
	swright@pittsburgca.gov
	IP Address: 50.175.250.97

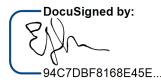
**Record Tracking**

Status: Original	Holder: Sydney Wright	Location: DocuSign
1/8/2026 4:32:37 PM	swright@pittsburgca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Pittsburg	Location: Docusign

**Signer Events**

Eric Scriven  
eric@nhaadvisors.com  
Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Drawn on Device  
Using IP Address:  
2601:645:3:be90:cc11:8125:b55b:79fa

**Timestamp**

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Viewed: 1/8/2026 4:50:13 PM  
Signed: 1/8/2026 4:51:58 PM

**Electronic Record and Signature Disclosure:**

Accepted: 1/8/2026 4:50:13 PM  
ID: eaf31aa0-f6f6-4332-83be-110ba2f873a5

Donna Mooney  
dmooney@pittsburgca.gov  
City Attorney  
City of Pittsburg  
Security Level: Email, Account Authentication (None)

Sent: 1/8/2026 4:51:59 PM

**Electronic Record and Signature Disclosure:**

Not Offered via Docusign

Darin E. Gale  
dgale@pittsburgca.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Maria M. Aliotti Maliotti@pittsburgca.gov Interim City Manager Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/8/2026 4:44:57 PM Viewed: 1/8/2026 4:53:50 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Pittsburg (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Pittsburg:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [cityclerk@pittsburgca.gov](mailto:cityclerk@pittsburgca.gov)

### **To advise City of Pittsburg of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [cityclerk@pittsburgca.gov](mailto:cityclerk@pittsburgca.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Pittsburg**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [cityclerk@pittsburgca.gov](mailto:cityclerk@pittsburgca.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Pittsburg**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [cityclerk@pittsburgca.gov](mailto:cityclerk@pittsburgca.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Pittsburg as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Pittsburg during the course of your relationship with City of Pittsburg.