CITY OF PITTSBURG
AMENDED AGENDA

MARCH 16, 2026

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

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

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

FOR HOUSING AUTHORITY

Housing Authority Member	• S.L. Floyd
Housing Authority Member	• Annie Hill Herring

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. 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.

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. New Employee Introductions

2. Bay Area Air District Community Grant

HOUSING AUTHORITY

HOUSING AUTHORITY PUBLIC HEARING

3. Adoption of a Housing Authority Resolution Approving the Public Housing Agency Annual Plan for 2026 and Authorizing the Executive Director to Submit the Public Housing Agency Annual Plan for 2026 to the U.S. Department of Housing and Urban Development

   As required by the U.S. Department of Housing and Urban Development ("HUD") and contained in Code of Federal Regulations 24 parts 35 and 982, the Housing Authority of the City of Pittsburg (the "Housing Authority") has prepared its Public Housing Agency Annual Plan for 2026 ("PHA Annual Plan for 2026"). HUD requires all public housing agencies to submit their annual plan for review. The PHA Annual Plan for 2026 summarizes the activities proposed by the Housing Authority for the next year.

HOUSING AUTHORITY CONSENT CALENDAR

4. Minutes of January 20, 2026

5. Adoption of a Housing Authority Minute Order Approving an Annual Housing Asset Report

   The Housing Authority of the City of Pittsburg (Housing Authority) has reviewed and considered the Housing Successor Agency's Annual Report regarding housing activities through June 30, 2025 (Report).

6. Adoption of a Housing Authority Resolution Authorizing the Listing for Sale of Real Property 2105 Abbott Avenue

   This item would authorize Housing Authority staff to place Housing Authority owned residential property 2105 Abbott Avenue, Assessor's Parcel Number 087-193-37-6 (Property) on the market for sale.

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY

CITY COUNCIL

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.

7. Th!nk Pittsburg - Bishop Wisecarver

8. World Down Syndrome Day

9. Cesar Chavez Day

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

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

COMMITTEE REPORTS

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

CONSIDERATION

10. Presentation and Request for City Council Direction on the Draft Fiscal Year 2026-27 City Council Strategic Plan

    The City Council and staff collaborate annually to establish a City Council Strategic Plan (Plan) for the following fiscal year. A draft Plan has been prepared for Fiscal Year 2026-27, and staff seeks City Council feedback.

11. Adoption of a City Council Resolution to Accept Grant Funds and Authorize City Manager to Execute a Grant Agreement From the California Department of Transportation for the Youth and Veterans Creating a Cleaner Future Project and Amend FY 2025-26 Budget

    The City of Pittsburg has been awarded a $348,960 Clean California Community Enhancement Program (CCEP) grant from the California Department of Transportation (Caltrans) to implement the Youth and Veterans Creating a Cleaner Future project (Project).

12. Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Execute Interconnection Agreement Between Pittsburg Power Company and Pacific Gas & Electric Company, to Pay Costs Associated with the Agreement After Receiving Funds From the Developer, and to Take Any Actions Necessary to Effectuate the Agreement

    Staff recommends that the Board of Directors authorize the Executive Director to execute an Interconnection Agreement ("IA") between Pittsburg Power Company (PPC) and Pacific Gas & Electric Company (PG&E). The IA establishes the technical and operational obligations for interconnecting PPC's electrical system with PG&E's transmission system to support service to a new development. The agreement sets forth the responsibilities of both PPC and PG&E for operation, maintenance, and coordination of interconnection facilities.

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 March 2, 2026

14. Adoption of a City Council Resolution Authorizing an Agreement with Delta Diablo Sanitation for Contra Costa Clean Water Program Inspection Activities

    The City Council is requested to approve the attached Resolution, which allows the Delta Diablo Sanitation District (Inspection Agency) to perform program-related inspection and illicit discharge control activities related to the

Joint Municipal National Pollutant Discharge Elimination System (NPDES) permit on behalf of the City of Pittsburg.

15. Adoption of a City Council Resolution to Establish the Fiscal Year 2026/27 Annual Stormwater Utility Area Fee

    Each year, the City Council establishes the amount of the Stormwater Utility Area (SUA) fee paid by property owners to support drainage maintenance and other activities required by the federal Clean Water Act and the City's Joint Municipal permit for the National Pollutant Discharge Elimination System (NPDES) program. Staff recommends no change be made to the current fee, which is $30 per Equivalent Runoff Unit (ERU).

16. Adoption of a City Council Resolution to Approve and Allocate Funds for Project 5130 — Terry Court Sewer Repair and amend the CIP budget

    Project 5130 — Terry Court Sewer Repair (Project) is for the design and construction of a new sewer main on Terry Court to replace a collapsed sewer main, which can no longer be properly maintained. Adoption of this resolution will approve the creation of the Project, allocate funds for design, and amend the CIP budget.

17. Adoption of a City Council Resolution to Accept Grant Funds from Contra Costa County, Amend FY 2025-26 Recreation Programs Budget, and Authorize City Manager to Execute Grant Contracts

    Contra Costa County has awarded the City of Pittsburg grant funds in the amount of $200,000 to support programs benefiting seniors, youth, and young adults residing in the Los Medanos Health Area. Staff is requesting adoption of a resolution to authorized the City Manager to execute Contra Costa County Contract #23-854-2 and #23-856-1, and accept and appropriate the grant funds to the FY 2025-26 Recreation budget.

18. Adoption of a City Council Resolution to Accept Grant Funds from Contra Costa County District V Community Impact Funds, Authorize the City Manager to Execute the Agreement, and Amend FY 2025-26 Recreation Department Budget

    Contra Costa County has awarded the City of Pittsburg grant funds in the amount of $20,760 to support programs and services for the senior community at the Pittsburg Senior Center from the District V Community Impact Fund. Staff is requesting adoption of a resolution to execute the contract, accept the grant funds and amend the FY 2025-26 Recreation Department budget.

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 APRIL 6, 2026

NOTICE TO PUBLIC

GENERAL INFORMATION

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

SPEAKER'S CARD

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

PUBLIC HEARINGS

Persons who wish to speak on Public Hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to public comment and brought to the Council/Agency level for discussion and action. Further comment from the audience will not be received unless requested by the Council/Agency.
There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action taken by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

City Council Agency/Liaison/Subcommittee Assignments as of January 20, 2026

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
ABAG	Dionne Adams / Jelani Killings (Alt.)	Standing	Annual		D.Gale/M. Aliotti
Delta Diablo*	Jelani Killings / Arlene Kobata (Alt.)	Standing	2nd Wednesday	4:30 PM	J. Samuelson
East Co. Co. County Habitat Conservancy	Arlene Kobata / Juan Banales (Alt.)	Standing	4th Monday (Bi-Monthly)	2:00 PM	J. Davis
East County Water Management	Juan Banales / Jelani Killings (Alt.)	Standing	Bi-Annual	1:00 PM	J. Samuelson
MCE Clean Energy Board	Arlene Kobata / Angelica Lopez (Alt.)	Standing	3rd Thursday	6:30 PM	J. Davis
TRANSPLAN / ECCRFFA	Juan Banales / Dionne Adams (Alt.)	Standing	2nd Thursday	6:30 PM	J. Samuelson
Tri-Delta Transit (2 reps)**	Angelica Lopez & Dionne Adams / Jelani Killings (Alt.)	Standing	4th Wednesday	4:00 PM	J. Samuelson
LIASISON	**COUNCIL MEMBER(S)**	**TYPE**	**MEETS**	**TIME**	**STAFF**
East Bay League of California Cities	Dionne Adams / Angelica Lopez (Alt.)	Standing	3rd Thursday		D.Gale/M. Aliotti
Green Empowerment Zone	Arlene Kobata / Jelani Killings (Alt.)	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 (Alt.)	Standing	1st Thursday	6:30 PM	D.Gale/M. Aliotti
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Juan Banales (Alt.)	Standing	Quarterly		D.Gale/M. Aliotti
SUBCOMMITTEES	**COUNCIL MEMBER(S)**	**TYPE**	**MEETS**	**TIME**	**STAFF**
Community and Economic Development	Jelani Killings & Dionne Adams / Angelica Lopez (Alt.)	Standing	2nd Thursday	5:30 PM	J. Davis
Data Center and Hydrogen	Jelani Killings & Juan Banales	Ad Hoc	As needed		J. Davis
Development Agreement	Jelani Killings & Dionne Adams	Ad Hoc	As needed		J. Davis
Finance Management	Dionne Adams, & Juan Banales / Jelani Killings (Alt.)	Standing	2nd Wednesday	5:30 PM	E. Adair
Infrastructure and Transportation	Juan Banales & Arlene Kobata / Dionne Adams (Alt.)	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 (Alt.)	Standing	3rd Wednesday	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Jelani Killings & Angelica Lopez	Standing	As needed		K. Simonton
Public Safety	Juan Banales & Angelica Lopez / Arlene Kobata Alt.)	Standing	1st Wednesday	5:30 PM	S. Albanese

*Stipend of $170 per month
** Stipend of 100 per month

Pittsburg
CALIFORNIA

STAFF REPORT

MEETING DATE: March 16, 2026

TO: Chair and Governing Board Members

FROM: Darin E. Gale, Executive Director
Maria Aliotti, Assistant City Manager
Tanya Ray, Housing Manager

SUBJECT: Adoption of a Housing Authority Resolution Approving the Public Housing Agency Annual Plan for 2026 and Authorizing the Executive Director to Submit the Public Housing Agency Annual Plan for 2026 to the U.S. Department of Housing and Urban Development

EXECUTIVE SUMMARY

As required by the U.S. Department of Housing and Urban Development ("HUD") and contained in Code of Federal Regulations 24 parts 35 and 982, the Housing Authority of the City of Pittsburg (the "Housing Authority") has prepared its Public Housing Agency Annual Plan for 2026 ("PHA Annual Plan for 2026"). HUD requires all public housing agencies to submit their annual plan for review. The PHA Annual Plan for 2026 summarizes the activities proposed by the Housing Authority for the next year.

FISCAL IMPACT

There is no fiscal impact to adopting this Resolution. However, housing authorities that fail to submit their annual plan will not receive federal funding until their annual plan has been submitted and subsequently approved by HUD. If the Housing Authority fails to submit its PHA Annual Plan for 2026 in a timely manner, HUD may impose sanctions.

RECOMMENDATION

The Governing Board of the Housing Authority open the public hearing, receive public comment, close the public hearing and adopt the Resolution for approval and submission of the PHA Annual Plan for 2026.

BACKGROUND

In compliance with federal law, the Housing Authority has prepared the PHA Annual Plan for 2026 for submission to HUD; addressing the delivery of housing services in Pittsburg and thereby satisfying HUD's requirement to prepare and submit the PHA Annual Plan annually. There were no significant policy changes in this year's annual plan.

SUBCOMMITTEE FINDINGS

As part of the HUD requirement for submission of the PHA Annual Plan for 2026, staff met with the Resident Advisory Board ("RAB") to solicit feedback on the Annual Plan for 2026. The RAB is comprised of any Section 8 participant wishing to participate and meets only for the purpose of providing comments on the annual plan.

The RAB met on February 13, 2026, and no comments regarding the proposed changes were provided. Therefore, no relevant comments are included within the PHA Annual Plan for 2026.

STAFF ANALYSIS

The Housing Authority has prepared the PHA Annual Plan for 2026, specifying the Housing Authority's goals for providing housing and offering support to families needing such assistance. It further outlines how the Housing Authority will utilize its 955 Section 8 Housing Choice Vouchers and its 185 Veterans Affairs Supportive Housing Vouchers, also referred to as VASH, thereby authorizing ongoing program funding.

The Notice of Public Hearing was published on January 29, 2026.

ATTACHMENTS: Exhibit A – Annual Plan for 2026 – HUD Form 50075 HP
Exhibit B – Certification - HUD Form 50077-ST-HCV-HP
Exhibit C – Certification - HUD Form 50077-SL

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

In the Matter of:

Approving the Public Housing Agency Annual Plan for 2026 and Directing the Executive Director to Submit the Public Housing Agency Annual Plan for 2026 To the U.S. Department of Housing and Urban Development	))))))	RESOLUTION NO. 26-

WHEREAS, in compliance with federal law, the Housing Authority of the City of Pittsburg (Housing Authority) has prepared the Public Housing Agency's (PHA's) Annual Plan for 2026, which addresses the delivery of housing services to the community, satisfying the U.S. Department of Housing and Urban Development (HUD) requirements to submit an annual plan; and

WHEREAS, a public notice was published on the Housing Authority website on January 29, 2026, commencing the 45-day period to submit written comments. The public notice was published in the East County Times on February 6, 2026, and a public hearing scheduled for March 16 to address any written comments received during the public notice period and to allow comments prior to the document being approved by Governing Board of the Housing Authority and submitted to HUD; and

WHEREAS, the adoption of the PHA's Annual Plan for 2026 is in the best interest of the residents of Pittsburg.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Housing Authority of the City of Pittsburg hereby finds the PHA's Annual Plan for 2026 to be a thorough and complete document, approves the PHA's Annual Plan for 2026, and directs the Executive Director to submit the PHA's Annual Plan for 2026 to HUD.

PASSED AND ADOPTED by the Governing Board of the Housing Authority of the City of Pittsburg at a regular meeting on the 16th day of March 2026 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

____
Dionne Adams, Chair

ATTEST:

____
Alice E. Evenson, Agency Secretary

Streamlined Annual PHA Plan *(High Performer PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 09/30/2027

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services. They also inform HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low-, very low-, and extremely low- income families.

Applicability. The Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form. PHAs with zero public housing units must continue to comply with the PHA Plan requirements until they closeout their Section 9 programs (ACC termination).

Definitions.

(1) ***High-Performer PHA*** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers (HCVs) and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, SEMAP for PHAs that only administer tenant-based assistance and/or project-based assistance, or PHAS if only administering public housing.
(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or HCVs combined and is not PHAS or SEMAP troubled.

A.	PHA Information.
A.1	**PHA Name**: Housing Authority of the City of Pittsburg **PHA Code**: CA060 **PHA Plan for Fiscal Year Beginning**: (MM/YYYY): 07/2026 **PHA Inventory** (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) **Number of Public Housing (PH) Units** 0 **Number of Housing Choice Vouchers (HCVs)** 1,140 **Total Combined** 1,140 **PHA Plan Submission Type:** ☑ Annual Submission ☐ Revised Annual Submission **Public Availability of Information.** In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA and should make documents available electronically for public inspection upon request. PHAs are strongly encouraged to post complete PHA Plans on their official websites and to provide each resident council with a copy of their PHA Plans. The public can access this PHA Plan at: Housing Authority of the City of Pittsburg 916 Cumberland Street Pittsburg, CA 94565

☐ **PHA Consortia**: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B. Plan Elements

B.1 Revision of Existing PHA Plan Elements.

(a) Have the following PHA Plan elements been revised by the PHA since its last **Annual PHA Plan** submission?

Y N
☐ ☑ Statement of Housing Needs and Strategy for Addressing Housing Needs.
☐ ☑ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
☐ ☑ Financial Resources.
☑ ☐ Rent Determination.
☐ ☑ Homeownership Programs.
☐ ☑ Safety and Crime Prevention.
☐ ☑ Pet Policy.
☐ ☑ Substantial Deviation.
☑ ☐ Significant Amendment/Modification

(b) If the PHA answered yes for any element, describe the revisions for each element below:

Rent Determination:
The Housing Authority plans to place into practice many provisions of HOTMA & NSPIRE policies related to rent calculations and inspections during the coming fiscal year. Once HUD finalizes operational guidance and implementation, the administrative plan will modified to reflect the changes as well as provide staff training.

Significant Amendment/Modification:
The Housing Authority plans to place into practice many provisions of HOTMA & NSPIRE policies related to rent calculations and inspections during the coming fiscal year. Once HUD finalizes operational guidance and implementation, the administrative plan will modified to reflect the changes as well as provide staff training.

(c) The PHA must submit its Deconcentration Policy for Field Office Review.

B.2	**New Activities.** (a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year? Y N ☐ ☑ Choice Neighborhoods Grants. ☐ ☑ Modernization or Development. ☐ ☑ Demolition and/or Disposition. ☐ ☑ Conversion of Public Housing to Tenant Based Assistance. ☐ ☑ Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD. ☐ ☑ Homeownership Program under Section 32, 9 or 8(Y) ☑ ☐ Project Based Vouchers. ☐ ☑ Units with Approved Vacancies for Modernization. ☐ ☑ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the applicable Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan. Project Based Vouchers: The Housing Authority of the City of Pittsburg (HACP) will issue 15 PBVs in the upcoming fiscal year. The project, Village of Hope - Pittsburg, will be located on Kirker Pass Road in Pittsburg. HACP's policy is that HACP will operate a project-based voucher program using up to 20 percent of its authorized units for project-based assistance. HACP is currently utilizing 29 PBVs; HACP may use up to 228 PBVs.

B.3	**Progress Report.** Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan. PHA Goal 1: Achieve organizational excellence. The Housing Authority has met its goal for organizational excellence by maintaining a "High Performer" rating through the Section Eight Management Assessment Program (SEMAP). In addition, professional development opportunities have been provided to employees through formal training in program requirements to ensure program compliance and success. PHA Goal 2: Maximize use of Housing Choice Vouchers To maximize the use of Housing Choice Vouchers, the Housing Authority opened the HCV-Section 8 Wait List to new applicants in 2017. The Housing Authority was unable to issue Tenant Based Vouchers in 2025. The Housing Authority plans to issue Tenant Based Vouchers in 2026. PHA Goal 3: Improve the quality of assisted housing. Improvement in the quality of assisted housing has been achieved by utilization of our local building officials to ensure the properties are maintained and in good condition. The Housing Authority continues to promote its Homeownership Program to current participants who are expressing increased interest in becoming homeowners in the program.

B.4	**Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. Not applicable.
B.5	**Most Recent Fiscal Year Audit**. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☑ (b) If yes, please describe:
C.	**Other Document and/or Certification Requirements.**
C.1	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) have comments to the PHA Plan? Y N ☐ ☑ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.

C.2	**Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	**Civil Rights Certification/Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Form 50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.4	**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☑ (b) If yes, include Challenged Elements.

Instructions for Preparation of Form HUD-50075-HP Annual Plan for High Performing PHAs

A. **PHA Information.** All PHAs must complete this section (24 CFR 903.4).

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan (24 CFR 903.23(e)).

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table (24 CFR 943.128(a)).

B. **Plan Elements.**

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location (24 CFR 903.7(a)(2)(i)). Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA's reasons for choosing its strategy (24 CFR 903.7(a)(2)(ii)).

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions**. Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR 903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements 24 CFR 903.7(b). Describe the PHA's procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists 24 CFR 903.7(b) A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV (24 CFR 903.7(b)). Describe the unit assignment policies for public housing 24 CFR 903.7(b).

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program and state the planned use for the resources (24 CFR 903.7(c)).

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies (24 CFR 903.7(d)).

☐ **Homeownership Programs**. A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act (24 CFR 903.7(k) and 24 CFR 903.11(c)(1)).

☐ **Safety and Crime Prevention.** A description of PHA's plan for safety and crime prevention. For High Performing PHAs, the information required by 24 CFR 903.7(m) must be included only to the extent this information is required for PHA's participation in the public housing drug elimination program and the PHA anticipates participating in this program in the applicable year (24 CFR 903.11(c)(1)).

☐ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing (24 CFR 903.7(n)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan (24 CFR 903.7(s)(2)(i)).

☐ **Significant Amendment/Modification**. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan (24 CFR 903.7(s)(2)(ii)). For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2019-23(HA), successor RAD Implementation Notices, or other RAD Notices.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2 (24 CFR 903.23(b)).

B.2 **New Activities.** If the PHA intends to undertake any new activities related to these elements or discretionary policies in the applicable Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **Choice Neighborhoods Grants.** 1**)** A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for Choice Neighborhoods Grants; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Choice Neighborhoods is a separate process. See guidance on HUD's website at: https://www.hud.gov/cn (Notice PIH 2011-47).

☐ **Modernization or Development (Conventional & Mixed-Finance). 1)** A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for modernization or development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for modernization or development is a separate process. See 24 CFR part 905 and guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4.

☐ **Demolition and/or Disposition.** With respect to public housing only, describe (1) any public housing development(s), or portion of a public housing development projects, owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition approval under section 18 of the 1937 Act (42 U.S.C. 1437p); and (2) a timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. See guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/centers/sac/demo_dispo/ and 24 CFR 903.7(h).

☐ **Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** Describe **(1)** any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **(2)** An analysis of the projects or buildings required to be converted under Section 33; and **(3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at the Special Applications Center (SAC) (https://www.hud.gov/sac) and 24 CFR 903.7(j).

☐ **Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program (including Faircloth to RAD).** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Assistance or Project-Based Vouchers under RAD. Note that all PHAs shall be required to provide the information listed in Attachment 1D of Notice PIH 2019-23(HA) as a significant amendment or its successor notice. See additional guidance on HUD's website at: https://www.hud.gov/RAD/library/notices.

☐ **Homeownership Programs**. A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act (24 CFR 903.7(k) and 24 CFR 903.11(c)(1).

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in (24 CFR 983.55(b)(1)) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations (including if PBV units are planned on any former or current public housing units or sites) and describe how project-basing would be consistent with the PHA Plan (24 CFR 903.7(b), 24 CFR 903.7(r)).

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with 24 CFR 990.145(a)(1).

☐ **Other Capital Grant Programs (i.e., Capital Fund Lead Based Paint, Housing Related Hazards, At Risk/Receivership/Substandard/Troubled Program, and/or Emergency Safety and Security Grants).** For all activities that the PHA plans to undertake in the applicable Fiscal Year, provide a description of the activity in the space provided.

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan (24 CFR 903.7(s)(1)).

B.4 Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section (24 CFR 903.7 (g)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: "See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX."

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided (24 CFR 903.7(p)).

C. Other Document and/or Certification Requirements

C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations (24 CFR 903.13(c), 24 CFR 903.19).

C.2 Certification by State of Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR 903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of 24 CFR 5.150 et. seq., 903.7(o)(1), and 903.15(d).

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public (24 CFR 903.23(b)).

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low- income, very low- income, and extremely low-income families.

Public reporting burden for this information collection is estimated to average 5.26 hours per response, including the time for reviewing instructions, searching existing data sources, gathering. and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Certifications of Compliance with PHA Plan and Related Regulations ***(Standard, Troubled, HCV-Only, and High Performer PHAs)***	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires: 09/30/2027**

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the___ 5-Year and/or ✔ Annual PHA Plan, hereinafter referred to as "the Plan," of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 07/2026, in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the Resident Advisory Board (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the way the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
   i. The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
   ii. The changes were duly approved by the PHA Board of Directors (or similar governing body); and
   iii. The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours. Where possible, PHAs should make documents available electronically, for public inspection upon request.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment. The PHA ensured all notices and meetings provided effective communication with persons with disabilities and further provided meaningful language access for persons with Limited English Proficiency (LEP).
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Violence Against Women Act (34 U.S.C. § 12291 et seq.), and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Violence Against Women Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs.
7. The PHA will affirmatively further fair housing, in compliance with the Fair Housing Act, 24 CFR § 5.150 et seq., 24 CFR § 903.7(o), and 24 CFR § 903.15, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering

fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws (24 CFR § 5.151). Pursuant to 24 CFR § 903.15(c)(2), a PHA's policies should be designed to reduce the concentration of tenants and other assisted persons by race, national origin, and disability. PHA policies should include affirmative steps stated in 24 CFR § 903.15(c)(2)(i) and 24 CFR § 903.15(c)(2)(ii). Furthermore, under 24 CFR § 903.7(o), a PHA must submit a civil rights certification with its Annual and 5-year PHA Plans, except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document. The PHA certifies that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

8. For PHA Plans that include a policy for site-based waiting lists:
    - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module and/or its successor system: the Housing Information Portal (HIP) in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
    - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
    - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
    - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
    - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination based on age pursuant to the Age Discrimination Act of 1975.
10. In accordance with the Fair Housing Act, the PHA will not base a determination of eligibility for housing on actual or perceived sexual orientation, or marital status and will not otherwise discriminate because of sex (including sexual orientation).
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, 'Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped' for people with physical disabilities.
12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implement the regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 2 CFR 200.302 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act**,** the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.

20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to always be available at all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA and, where possible, should be made available for public inspection in an electronic format.
22. The PHA certifies that it is following all applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the City of Pittsburg
PHA Name

CA060
PHA Number/HA Code

✔ Annual PHA Plan for Fiscal Year 2026

____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

Name of Executive Director: Darin E. Gale		Name Board Chairman: Dionne Adams	
Signature:	Date:	Signature:	Date:

This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan
(All PHAs)

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires: 09/30/2027

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, Darin E. Gale, the Executive Director
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years 2025-2029 and/or Annual PHA Plan for fiscal year 2026 of the CA060 Housing Authority of the City of Pittsburg is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies to:

Contra Costa County
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The Annual Plan is closely aligned with the goals of the Consolidated Plan by maintaining and preserving affordable housing, promoting fair housing activities and by continuing to promote tenant and landlord counseling through educating the rights and responsibilities of both parties.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official:	Title:
Darin E. Gale	Executive Director
Signature:	Date: 3/16/2026

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES

DATE: January 20, 2026

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

Chair Adams called the meeting of the Housing Authority to order at 7:22 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA after having convened at 6:00 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 Manager Gale stated there were no reportable actions taken in Closed Session.

ROLL CALL

All Members were present.

CONSENT CALENDAR

On Motion by Member Floyd, seconded by Member Herring and adopted unanimously.

7. Minutes of August 18, 2025

8. Adoption of a Housing Authority Resolution Approving the 2026 Utility Allowance Schedule

9. 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

HOUSING AUTHORITY MEMBER REMARKS

Member Floyd wished everyone a Happy New Year.

Member Herring thanked Housing Authority staff for all the support they provide to the community and for the opportunity to serve on the Housing Authority Board.

ADJOURNMENT

The Housing Authority adjourned at 8:00 P.M.

Respectfully submitted,

Alice E. Evenson, Secretary

Pittsburg
CALIFORNIA

STAFF REPORT

MEETING DATE: March 16, 2026

TO: Chair and Governing Board Members

FROM: Darin E. Gale, Executive Director
John Funderburg, Assistant Director of CED
Ishani Rasanayagam, Administrative Analyst II

SUBJECT: Adoption of a Housing Authority Minute Order Approving an Annual Housing Asset Report

EXECUTIVE SUMMARY

The Housing Authority of the City of Pittsburg (Housing Authority) has reviewed and considered the Housing Successor Agency's Annual Report regarding housing activities through June 30, 2025 (Report).

FISCAL IMPACT

There is no fiscal impact in approving the Report. The Report provides a snapshot of housing activities that have occurred during a specified period.

RECOMMENDATION

Staff recommends that the Governing Board of the Housing Authority approve the Report.

BACKGROUND

The Redevelopment Agency of the City of Pittsburg (Agency) was a redevelopment agency formed, existing and exercising its powers pursuant to California Community Redevelopment Law Health and Safety Code Section 33000 et seq. (CRL). Pursuant to authority granted under the CRL, the Agency has the responsibility to implement the redevelopment plan established by the Community Development Plan for the Los Medanos Community Development Project by Ordinance No. 93-1063, adopted by the City Council on June 7, 1993 (as subsequently amended and restated by Resolution

07-1221 and as may be further amended from time to time).

On June 29, 2011, the Governor signed into law ABX1 26, also referred to as the "Dissolution Act", which automatically suspended redevelopment activities, and on December 29, 2011, the California State Supreme Court upheld the provisions of the Dissolution Act, thereby dissolving all redevelopment agencies on February 1, 2012 (Dissolution Date). The Dissolution Act provides that prior to the Dissolution Date, the City may elect to assume the assets and responsibilities for the housing functions previously performed by the Agency or, by default, the housing functions will be transferred to the local housing authority.

On January 17, 2012, by City Resolution 12-11753 and Housing Authority Resolution 12-261, the City elected to transfer, and the Housing Authority elected to assume all the rights, responsibilities, and functions related to housing previously performed by the Agency to the Housing Authority.

On October 13, 2013, Senate Bill (SB) 341 was approved by the Governor and filed with the Secretary of State. SB 341 amended Health and Safety Code Section 34176 to revise the Agency's annual reporting requirements, requiring submission of the report to both the State Controller and Department of Housing and Community Development (HCD).

SUBCOMMITTEE FINDINGS

The Report was not discussed in a subcommittee.

STAFF ANALYSIS

The Housing Authority will file the Report and any supporting documents, if applicable, as an addendum to the City's Annual Progress Report filed by the Planning Department. Upon receiving Housing Authority Governing Board approval and once this Minute Order has been certified by the Agency Secretary, the Report will be submitted to HCD on or before April 1, 2026.

Within the reporting period (Fiscal Year 2024/25), $1,101,977 was deposited into the Low Moderate Income Housing Asset Fund (LMIHAF). The ending Fiscal Year 2024/25 balance of the LMIHAF was $31,882,415, which includes a reclassification of $24,352,605 of loans receivables to comply with the Governmental Accounting Standards Board pronouncement, according to the City's independent auditor. The Housing Successor real property value was valued at $1,975,021.46. For Fiscal Year 2025/26, the Housing Successor is investing funds in community housing counseling and a potential loan for transitional age youth housing.

ATTACHMENTS: Report

THE SUCCESSOR AGENCY FOR THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG
ANNUAL REPORT ON LMIHAF PURSUANT TO SB 341
FOR FISCAL YEAR: July 1, 2024-June 30, 2025

1 **Amount deposited into LMIHAF:** $ 1,101,977

Amount deposited listed on ROPS: $ -

Description of the Deposit

2

Loans receivable	$ 24,352,605
Long term advance	1,073,972
Available	6,455,838
Balance of LMIHAF:	$ 31,882,415

Balance listed on ROPS:

Description of the Balance

3 **Description of expenditures by category for:**

Monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency, housing successor agency, and activities described in paragraphs (2) and (3) of subdivision (a).	$ -
Homeless prevention and rapid rehousing services for the development of housing described in paragraph (2) of subdivision (a).	
Development of housing pursuant to paragraph (3) of subdivision (a).	$ -

4 **As described in paragraph 1 of subdivision (a):**

Statutory value of real property owned by the housing successor.	$ 1,975,021.46
Value of loans and grants receivables.	$ 28,920,745.74
Total	$ 30,895,767.20

5 **Description of any transfers made pursuant to paragraph (2) of subdivision (c) in the previous fiscal year and, if still unencumbered, in earlier fiscal years and a description of and status update of any project for which transferred funds have been or will be expended if that project has not yet been placed in services.**

Name and Description	Address	Transferred To	Value

6 **Description of any project for which the housing successor receives or holds property tax revenue pursuant to the ROPS and status of that project.**

Project Name and Description	Address	Amount Received
NA		

7 For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with Section 33334.16. For interests in real property acquired on or after February 1, 2012, a status update on the project.

Address	Status
NA	

8 Description of any outstanding obligations pursuant to 33413 that remained to transfer to the housing successor on February 1, 2012, of the housing successor's progress in meeting those obligations, and of the housing successor's plans to meet unmet obligations. In addition, the housing successor shall include in the report posted on its Internet Web site the implementation plans of the former redevelopment agency.

Outstanding Obligation	Status
NA	

9 The information required by subparagraph (B) of paragraph (3) of subdivision (a):

Targeting Requirements	Status
NA	

10 Percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period.

Low Income Senior Housing	# of Units
Presidio Village	103
Delta Hawaii	5
Siena Court	110
Total	**218**
Deed Restricted Total	**1,328**
Percentage of Senior Housing	**16%**

11 Amount of any excess surplus. NA

Amount of time that the successor agency has had excess surplus. NA

Housing successor's plan for eliminating surplus.

For FY 24-25- $20,000 for housing counseling service with PCSI and ECHO;
$500,000 loan to Village of Hope for transitional age youth housing is aniticipated in FY 2025-26

STAFF REPORT

MEETING DATE: March 16, 2026

TO: Chair and Governing Board Members

FROM: Darin E. Gale, Executive Director
Maria Aliotti, Assistant City Manager
Tanya Ray, Housing Manager

SUBJECT: Adoption of a Housing Authority Resolution Authorizing the Listing for Sale of Real Property 2105 Abbott Avenue

EXECUTIVE SUMMARY

This item would authorize Housing Authority staff to place Housing Authority owned residential property 2105 Abbott Avenue, Assessor's Parcel Number 087-193-37-6 (Property) on the market for sale.

FISCAL IMPACT

The sale of the property will have a financial impact on the Housing Authority fund by generating revenue for the Housing Authority from sale proceeds. It is intended that the sales proceeds will be used to purchase a similar property to be used as an affordable unit.

RECOMMENDATION

The Governing Board of the Housing Authority adopt the Resolution authorizing staff to place the property 2105 Abbott Avenue on the market for sale.

BACKGROUND

The Property was owned by Contra Costa County and has been leased to a tenant through the Housing Choice Voucher (HCV) program since 2001. In 2009, the County transferred the Property to the Housing Authority, along with the County's tenant. The HCV program is a U.S. Department of Housing and Urban Development (HUD) subsidized program where landlords may charge rent that is comparable to the area and the rent is paid by the tenant and the Housing Authority, utilizing the HUD subsidy.

Plumbing repairs estimated at $40,000 are needed for the property, based on an independent inspection. The repairs must be done from within the house. The tenant has been uncooperative in facilitating the repairs.

SUBCOMMITTEE FINDINGS

This item was not discussed in a subcommittee. The Residents Advisory Board (RAB) is comprised of any Section 8 participant wishing to participate and meets only for the purpose of providing comments on Housing Authority actions.

The RAB met on February 13, 2026 to review the agenda items. No comments regarding the proposed sale of the property were provided.

STAFF ANALYSIS

The property is subject to a regulatory agreement with affordability restrictions that are set to expire in 2064. Any purchaser will be subject to these requirements. It is anticipated that the condition of the property, the affordability restrictions and the existence of a present tenant will likely affect the sale price. The property will be sold "As-Is", currently occupied by an HCV tenant with a Housing Assistance Payment subsidy. No tenants will be displaced by the Housing Authority prior to the sale.

Adoption of the Resolution will authorize the Executive Director or designee to execute the necessary documents to list the property for sale. It is expected that staff will return to the Housing Authority governing board in closed session to discuss offers. Authority to sell would be sought in open session afterward. The property is subject to the Surplus Land Act, pursuant to California Government Code Sec. 54221(a)(1), which defines a local agency to include any housing authority. The Act defines "exempt surplus land" to include land that is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income purposes, pursuant to Government Code Sec. 54221(f)(1)(B). Pursuant to the exemption, a local agency is not required to make a declaration at a public meeting for the property so long as the Housing Authority defines the land in a notice that is published and available for public comment, including notice to specified entities, at least 30 days before the exemption takes effect. Government Code Sec. 54221(b)(4).

This staff report constitutes notice as required by law and will be available online for at least 30 days. The subject land is considered "exempt surplus land" under the Surplus Land Act, pursuant to California Government Code Sec. 54221(f)(1)(B). The reason the subject land meets the exemption is it is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income purposes. Members of the public and any other interested person or party may comment at the Housing Authority governing board meeting March 16, and/or submit comment any time before April 30 to Tanya Ray, Housing Manager, at Housingmanagement@pittsburgca.gov. For any questions, please call 925-252-4060.

ATTACHMENTS: Resolution
Map

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

In the Matter of:

Authorizing the Listing for Sale of) RESOLUTION NO. 26-
Real Property 2105 Abbott Avenue)

WHEREAS, 2105 Abbott Avenue, Assessor's Parcel Number 087-193-037-6 (Property) was owned by Contra Costa County and has been leased to a tenant through the HCV program since 2001. In 2009, the County transferred the Property to the Housing Authority of the City of PIttsburg (Housing Authority), along with the County's tenant; and

WHEREAS, plumbing repairs estimated at $40,000 are needed for the property; and

WHEREAS, the Property will be listed at a price to account for its physical condition, deed restrictions, and the existing tenancy. No tenants will be displaced by the Housing Authority prior to the sale. The property will be sold "as is", currently occupied by an HCV tenant with a Housing Assistance Payment subsidy.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Housing Authority of the City of Pittsburg hereby authorizes the listing for sale of the property.

PASSED AND ADOPTED by the Governing Board of the Housing Authority of the City of Pittsburg at a regular meeting on the 16th day of March 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

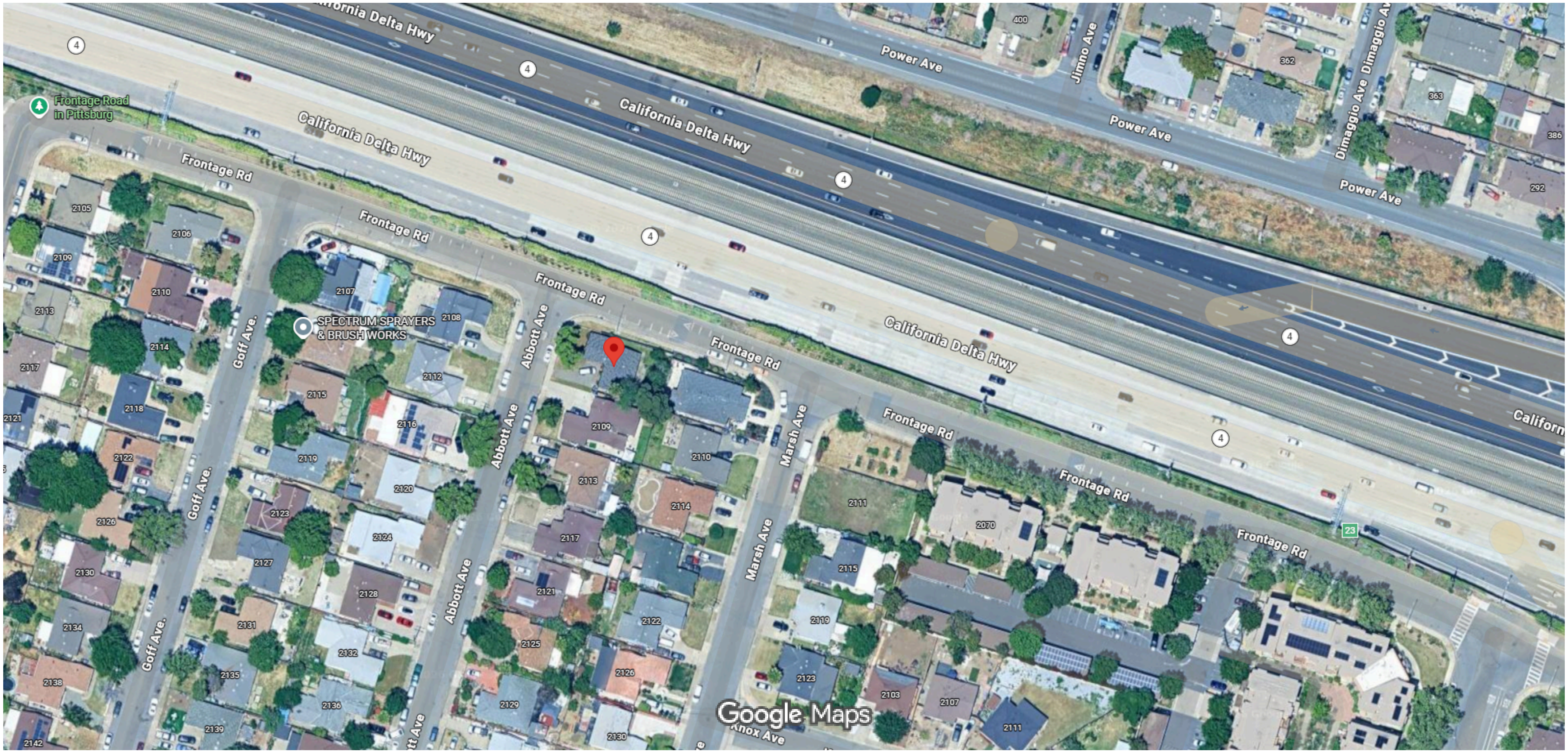
ABSENT:

Dionne Adams, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

Google Maps 2105 Abbott Ave



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Proclamation

WORLD DOWN SYNDROME DAY

March 21, 2026

WHEREAS, *World Down Syndrome Day also known as WDSD is a global awareness day which has been officially observed since 2012; and*

WHEREAS, *the date for WDSD being the 21st day of the 3rd month of the year, was selected to signify the uniqueness of the triplication of the 21st chromosome which causes down syndrome; and*

WHEREAS*, the 2026 theme for WDSD is "Together Against Loneliness." The theme is what supporters are being requested to talk about; and*

WHEREAS*, loneliness is a problem that we can help solve since the answer is real inclusion. It's about having good friendships and relationships. It's the feeling of being valued and knowing you belong; and*

WHEREAS*, "Together Against Loneliness" is a call to action. Let's talk about the problem of loneliness and take actions that help people feel connected; and*

WHEREAS*, together we can make a difference by building a truly inclusive community by creating opportunities for connection.*

NOW, THEREFORE, I, Dionne Adams*, on behalf of the City Council of the City of Pittsburg, do hereby proclaim March 21, 2026 as World Down Syndrome Day in the City of Pittsburg.*

Dionne Adams, Mayor

Alice E. Evenson, City Clerk

Proclamation

CESAR CHAVEZ DAY

MARCH 31, 2026

WHEREAS, *Cesar Chavez Day is celebrated to honor the enduring legacy of the American labor rights hero. On March 31, union members and community leaders come together to celebrate his life and take inspiration from his selfless service to the farm workers of the United States; and*

WHEREAS, *through his persistent efforts and non-violent protests, Cesar Chavez became America's lightning rod as the cofounder of the National Farm Worker's Association; and*

WHEREAS, *his work in civil rights involved creating community service organizations that functioned to protect the rights of farm workers; and*

WHEREAS, *he is remembered as a visionary for his achievements and aspirational ambitions for fighting for the needs of others; and*

WHEREAS, *he dedicated his life: championing the dignity and rights of every worker, using nonviolence to fight for justice, and standing with organized labor to build an economy that rewards work and not just wealth; and*

WHEREAS, *he lived and died in the service of his community. His lifelong struggle for labor rights enlightened a generation of Americans to fight for better working conditions.*

NOW, THEREFORE, I, Dionne Adams, *on behalf of the City Council of the City of Pittsburg, do hereby proclaim March 31, 2026 as Cesar Chavez Day in the City of Pittsburg and observe this day as a day of service and learning.*

Dionne Adams, Mayor

Alice E. Evenson, City Clerk

STAFF REPORT

MEETING DATE: March 16, 2026

TO: Mayor and Council Members

FROM: Darin E. Gale, City Manager
Sara Bellafronte, Assistant to the City Manager

SUBJECT: Presentation and Request for City Council Direction on the Draft Fiscal Year 2026-27 City Council Strategic Plan

EXECUTIVE SUMMARY

The City Council and staff collaborate annually to establish a City Council Strategic Plan (Plan) for the following fiscal year. A draft Plan has been prepared for Fiscal Year 2026-27, and staff seeks City Council feedback.

FISCAL IMPACT

This item has no fiscal impact. It should be noted that upon potential future adoption, the Plan is intended to inform and guide decisions that may have a financial impact during the budget process and as projects and programs are considered.

RECOMMENDATION

City Council provide direction on the Draft Fiscal Year 2026-27 Plan.

BACKGROUND

On January 24, 2026, staff and Vicky Regan of Hone Leadership facilitated a City Council public workshop. The workshop aimed to review and define City Council priority areas and align impact-driven goals, objectives, and implementation measures, and introduce performance measure concepts for the upcoming year. It also included a review of the Fiscal Year 2025-26 Plan and accomplishments and a discussion on Council members' use of their Shared Values Charter since its adoption last year.

The City Council participated in collaborative conversations as well as a voting exercise to identify and organize priority areas and adjust goals. This led to the following structural updates proposed in the Draft FY 2026-27 Plan:

- Rephrasing of Priority Area definitions as declaration statements
- Re-imagining the Youth Development Priority Area to the Community Enrichment & Youth Development Priority Area
- Designation of Improvement Priority Areas: Economic Development, Public Infrastructure, and Effective Service Delivery
- Designation of Sustainment Priority Areas: Youth Development and Public Safety

SUBCOMMITTEE FINDINGS

Subcommittees received staff presentations demonstrating proposed goals based on current operations, objectives, and measures of success on the following dates:

- February 18, 2026: Life Enrichment
- February 20, 2026: Finance Management
- March 4, 2026: Infrastructure & Transportation
- March 5, 2026: Public Safety

Subcommittee findings are reflected in the Draft Fiscal Year 2026-27 Plan, as shown in the attached handout.

STAFF ANALYSIS

Staff incorporated subcommittee input and feedback received at the January 24th workshop in the proposed Plan. The proposed Plan builds on Fiscal Year 2024-25 and Fiscal Year 2025-26 Plans and reflects continued priorities of Economic Development, Public Infrastructure, Public Safety, and Effective Service Delivery while expanding the Youth Development priority to include Community Enrichment. This augmentation emphasizes meeting community-wide needs for services and programs that enhance quality of life and promote lifelong self-sufficiency. The proposed Plan continues to function as a multi-year living document with long-term goals, mid-term objectives, and annual implementation measures.

With an emphasis on impact-driven goals, the Plan seeks to create:

- A diverse, resilient, and growing local economy with a jobs housing ratio of 3:5, productive transitions of legacy industrial and underperforming properties, and expanded commercial revenue
- Safe and reliable infrastructure sustained efficiently over time, starting with reduction of sewer overflows and water line breaks, targeted beautification projects, and a concerted effort to increase Pavement Condition Index by 6 points by 2030

- An engaged and connected community supported with tools to thrive sourced from existing educational, public safety, regional, and community resources
- A safe community built on trust and collaboration with public safety with 3.0 or less violent crimes per capita and 18.0 or less property crimes per capita, and an emphasis on emergency preparedness
- A satisfied community achieved through efficiency, assistance, feedback implementation, technology

These visions are embodied in a series of five proposed declaration statements developed through workshop and subcommittee input. The statements and additional draft Plan details can be found in the Fiscal Year 2026-27 City Council Strategic Plan Handout attached. Staff requests a final round of feedback from the City Council before potential adoption of the Plan in April 2026.

ATTACHMENTS: Draft Fiscal Year 2026-27 City Council Strategic Plan Handout

Draft Fiscal Year 2026-27 City Council Strategic Plan

TIER: IMPROVEMENT

Priority Area: Public Infrastructure

Our public infrastructure is safe, reliable, and sustainable with well-maintained public spaces and essential amenities that enhance quality of life and economic vitality.

Goals	Objectives	Implementation Measures	Performance Measures
1 Improve Traffic Circulation	Reduce Traffic Delay at the Intersection of San Marco Blvd. and W Leland Road	1. Finalize Design of W Leland Road Extension Project 2. Certify Environmental Document 3. Award Construction Contract 4. Open the new roadway to the public 5. Participation in regional transportation processes and funding opportunities regarding traffic alleviation	Reduce travel time from W Leland Road at Alves Ranch Road to Willow Pass Road at Highway 4 westbound on-ramp by XXXX.
	Reduce Traffic Delay Along Railroad Avenue Corridor	1. Complete construction of the Smart Signals Project 2. Complete Pittsburg Center Smart Signal Project	Reduce travel time on Railroad Avenue from E 10th Street to Buchanan Road by XXXX
	Reduce Traffic Delay Along Bailey Road	1. Finalize design of Bailey Road Improvements Phase I Project 2. Certify Environmental Document 3. Award Construction Contract 4. Finalize Construction of the Project 5. Participation in regional transportation processes and funding opportunities regarding traffic alleviation	Reduce travel time on Bailey Road from W Leland Road to Southern City Limit by XXXX

2	Develop and implement long term routine maintenance programs for existing City infrastructure	Increase Pavement Condition Index (PCI) to 65 by 2029	1. Implement Pavement Management Plan to preserve local roads 2. Complete Construction of the Bailey Road Pavement Maintenance Project 3. Pursue Grant Funding for Arterial Road Maintenance	Increase PCI to 65 by 2029
		Develop Sewer Infrastructure Management Plan	1. Complete Sewer Master Plan Update 2. Develop Sewer Management Plan 3. Complete Sewer rate study 4. Implement Sewer Management Plan	Have 1.15 or fewer sewer main overflows per 100 miles of sewer main a year
		Develop Water Infrastructure Management Plan	1. Complete Water Master Plan Update 2. Develop Water Management Plan 3. Complete water rate study 4. Implement Water Management Plan	Have 16.9 or fewer water main breaks per 100 miles of water main a year
		Implement Landscape Maintenance Master Plan	1. Complete Engineers Report exploring a rate increase for Lighting and Landscape Districts 2. Present recommendations of the report to City Council for adoption 3. Implement the Landscape Maintenance Master Plan recommendations	To be determined based on funding
3	Improve Public Facilities and Infrastructure for Beautification and Safety	Reduce litter and blight at key entrances to the City	1. Identify key entrances into the City for beautification 2. Develop priority list 3. Design and construct improvements at priority location 4. Utilize legal processes to address blighted properties 5. Develop stronger board up/vacant standards	1. Complete at least 1 beautification project each year 2. Fewer boarded and blighted properties, especially in commercial areas

Priority Area: Economic Development

Our economy is a diverse and resilient place where partnerships and business support drive sustainable growth, local jobs and long-term prosperity.

	Goals	Objectives	Implementation Measures	Performance Measures
1	Increase Pittsburg's locally generated revenue by 15% by 2030 through strategic development of hospitality, tourism, commercial, and industrial assets.	Leverage Pittsburg's emerging youth sports tourism market, waterfront amenities, and new hotel capacity to increase visitor spending	Conduct and facilitate connections between hotel and Dream Courts/Premier Fields operators, Marina and Old Town business owners	1. Achieve average hotel occupancy of 70% annually across Pittsburg hotels 2. Increase annual commercial sales taxes generated in Pittsburg Marina and Old Town areas by 25%
		Development of key employment and tax-generating sites	Facilitate development of key employment and tax-generating sites including industrial campuses, innovation facilities, and commercial corridors	1. Entitle at least 150 acres of commercial and/or industrial land by 2028 2. Support attraction or expansion of 10 new businesses employing 20+ workers by 2028 3. Achieve a 90% occupancy rate within the City's major industrial parks
		Reduce commercial blight and improve business district appearance	1. Conduct Code Enforcement assessments of 25 acres of commercial shopping areas	Increase sales tax revenues within existing commercial centers by 10%

			2. Utilize legal processes to address blighted properties. Develop stronger board up/vacant standards	
2	Achieve and sustain a minimum jobs-to-housing growth ratio of 3:5 while expanding access to high-quality employment opportunities for Pittsburg residents.	Long-term economic resilience	1. Promote industries that provide stable wages, including advanced manufacturing, clean energy, and technology infrastructure 2. Strengthen workforce pipelines and partnerships to ensure residents benefit from the City's economic growth 3. Support development of a major employment campus or anchor employers on large redevelopment sites	1. 60 new jobs in Pittsburg, with at least 40% paying above Contra Costa County median wage 2. 3 new employer partnerships for internships, apprenticeships, or direct hiring pipelines
3	Expand service of the Pittsburg Power Company within the city limits.	Increase revenue and job opportunties	Create a roadmap for imcoming projects for improved communication and expectations for those looking to take power from PPC	Adoption of a Policies and Procedures manual for large loads in Pittsburg

TIER: SUSTAINMENT

Priority Area: Effective Service Delivery

Our technology-driven culture maximizes efficiency, elicits public trust, and provides exceptional resident experiences through innovation, capacity building, and continuous improvement.

	Goals	Objectives	Implementation Measures	Performance Measures
1	Achieve and maintain customer satisfaction scores of 90% across all programs and services	Implement a Unified Customer Feedback System with Analytics	1. Design: Standardized feedback rating system 2. Implement: Deploy feedback system 3. Analyze: Monitor trends with dashboards 4. Enhance: Continuous service improvements	1. 90% customer satisfaction scores across all programs and services by 2030 2. At least 20% participation in feedback surveys by 2030 3. Implementation of feedback mechanism across 100% of applicable programs and services by 2029
		Enhance Communication Infrastructure to Improve Resident Experience and Access to City Services	1. Assess: Evaluate citywide communication needs 2. Select: Choose unified communications platform 3. Implement: Deploy phone and digital communication system 4. Optimize: Enhance access and resident engagement	
		Launch a Digital Resident Experience Portal	1. Design: Create centralized resident services portal 2. Integrate: Connect city applications and systems 3. Launch: Roll out user-friendly platform 4. Promote: Drive adoption and engagement	

2 Improve City operations through technology and streamlined processes	Expand the Use of AI and Intelligent Automation	1. Explore: Identify AI and automation tools 2. Develop an AI policy 3. Assess: Evaluate departmental use cases 4. Deploy: Implement AI-driven solutions 5. Measure: Track efficiency and time savings	1. Time saved for residents and staff 2. Decrease in permit and payment center visits 3. Reduction in complaints received 4. Percent of services automated with AI 5. Improved accessibility in the form of: a) % increase in availability of service when offered online, b) % ADA-accessible sites with translation options, c) device compatibility 6. Money saved
	Enhance Digital Service Delivery	1. Assess: Identify UB and Service portal enhancements 2. Modernize: Upgrade UB and city service portals 3. Deploy: Launch mobile-friendly online services 4. Optimize: Improve usability and adoption	

Priority Area: Community Enrichment & Youth Development

We are a thriving community, focused on full development of youth and families, through strategic partnerships that improve social and economic outcomes and prepare young people for lifelong success.

Goals	Objectives	Implementation Measures	Performance Measures
1 Promote a coordinated network of youth services	Offer accessible and equitable programming	Implement all-abilities programming for youthParticipation in regional transportation processes and funding opportunities regarding traffic alleviation	1. Improved knolwedge of community-wide program and service impacts 2. Increased program participation rates 3. Increased library usage

		Support Measure X initiatives	Provide space for Measure X programs at City facilities	4. Increased college and career readiness rates 5. Increased community center usage 6. Improved communications with target demographics listed in YYASMP
		Assess data-driven programs and services to drive identified Youth and Yount Adult Services Master Plan outcomes	Request and organize data to improve report-outs from local and regional convening efforts with partners such as PUSD, PAL, Contra Costa County, the MBK Steering Committee, LMC, CORE, PPD, CARE, and community based operations	
2	Collaborate locally and regionally to to maximize coordinated services for the Pittsburg community	Create a digital hub for local and regional community-serving nonprofits	1. Conduct surveys for community needs 2. Determine platform and develop the digital hub 3. Solicit nonprofit participation in the hub 4. Launch hub, engage, and track usage 5. Asses for potential brick and mortar establishments	

Priority Area: Public Safety

Pittsburg is a safe community where residents trust and collaborate with public safety services.

	Goals	Objectives	Implementation Measures	Performance Measures
1	Reduce violent crime to no more than 3.0 per capita and property crime to no more than 18.0 per capita	Implement 2026 Crime Reduction Strategies	1. Seek funding for a back-up generator 2. Purchase and install a back-up generator at the Marina Center	1. Violent crime rate of 3.0 per capita or less 2. Property crime rate of 18.0 per capita or less 3. Response rates of 7 minutes or less per P1 calls 4. 1.15 officers per thousand residents on staff
2	Ensure the City is prepared for major emergencies	Upgrade the Marina Center to a functional Emergency Operations Center	1. Seek funding for a back-up generator 2. Purchase and install a back-up generator at the Marina Center	1 back-up generator installed and a new EOC brought online

	Update the Local Hazard Mitigation Plan	1. Solicit bids 2. Award consultant contract	1. Meet federally mandated 5-year LMHP update requirement 2. Keep citywide emergency plans updated for modern and efficient action during emergencies
	Strengthen communication capabilities during emergencies	1. Train all City staff on City's emergency communication tool, Everbridge 2. Educate community on Everbridge to increase citizen engagement on the app	1. Redundancy in communication means during a major emergency 2. Streamlined communication during a major emergency both internally and externally

Pittsburg CALIFORNIA

STAFF REPORT

MEETING DATE:	March 16, 2026
TO:	Mayor and Council Members
FROM:	Darin E. Gale, City Manager Maria Aliotti, Assistant City Manager Zuna Barker Portillo, Environmental Health and Safety Officer
SUBJECT:	Adoption of a City Council Resolution to Accept Grant Funds and Authorize City Manager to Execute a Grant Agreement From the California Department of Transportation for the Youth and Veterans Creating a Cleaner Future Project and Amend FY 2025-26 Budget

EXECUTIVE SUMMARY

The City of Pittsburg has been awarded a $348,960 Clean California Community Enhancement Program (CCEP) grant from the California Department of Transportation (Caltrans) to implement the Youth and Veterans Creating a Cleaner Future project (Project).

FISCAL IMPACT

The total cost of Project is $383,574**.** The City has been awarded $348,960 through the CCEP grant administered by Caltrans. The required local match of $34,614 will be provided entirely through in-kind staff time dedicated to project oversight, coordination, and reporting. No additional General Fund contribution is required. This funding structure reduces fiscal impact on the General Fund, while ensuring appropriate administrative oversight and compliance with Caltrans requirements. In addition, the Fiscal Year 2025-26 will be amended to increase revenue by $348,960 and expenditures by $348,960 to account for the grant award.

RECOMMENDATION

Staff recommends that the City Council adopt the resolution accepting the CCEP grant funds and authorizing the City Manager to execute the Grant Agreement with Caltrans for the City of Pittsburg Youth and Veterans Creating a Cleaner Future project and amend the FY 2025-26 budget.

BACKGROUND

Caltrans administers the CCEP, a statewide initiative aimed at beautifying public spaces, reducing litter, and creating local job opportunities. The Project focuses on community beautification while providing workforce development opportunities for veterans and at-risk youth.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The project advances the City's goals of improving community aesthetics while supporting workforce development for veterans and at-risk youth. Up to six veterans and five at-risk youth will be hired to conduct litter abatement, landscaping, graffiti removal, general beautification, and activation of a creativity wall, all contributing to cleaner and more welcoming public spaces throughout Pittsburg.

The at-risk youth will design guidelines, monitor activities, and coordinate programming for a litter-abatement campaign centered around two Urban Creativity Walls located at East Santa Fe and Willow Pass Road.

The creativity wall introduces a new concept for the area, an open canvas that invites local artists to express themselves within guidelines created by the at-risk youth and City staff. In developing these guidelines, participating youth will learn budgeting, decision-making, and project-management skills, while gaining exposure to City operations and potential career pathways in local government.

The project also provides ongoing litter-abatement services across several high-need locations. Central Park will receive regular cleanups supported by at-risk youth through community-led events. Sections of Willow Pass Road and the Pittsburg/Antioch Highway will be cleaned at least three times per week by veteran crews due to heavy traffic and chronic dumping. North Parkside and Ranger Road will be serviced two to three times weekly by veterans, and the 8th Street Linear Park will receive two to three cleanings per week, with opportunities for community cleanup activities given its proximity to an elementary school. Together, these targeted efforts address chronic blight in key gateways and community corridors, improving public perception and neighborhood pride.

Staff have reviewed the grant guidelines and determined the City is well positioned to implement the project successfully. Acceptance of the grant and authorization to execute the Grant Agreement will allow the City to initiate the project and secure the awarded funds. The grant term runs from April 1, 2026, through April 1, 2027, and execution of the agreement is required for the City to receive and administer the funding.

ATTACHMENTS: Resolution
Grant Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Grant Funds and Authorizing the City Manager to Execute a Grant Agreement From the California Department of Transportation For the Youth and Veterans Creating a Cleaner Future Project	)	RESOLUTION NO. 26-

WHEREAS, the California Department of Transportation administers the Clean California Community Enhancement Program (CCEP) to support community beautification and workforce development; and

WHEREAS, the City of Pittsburg has been awarded $348,960 in CCEP funds for the Youth and Veterans Creating a Cleaner Future project (Project), which will employ six veterans and five at-risk youth to perform litter abatement, landscaping, graffiti removal, and general beautification; and

WHEREAS, the total Project cost is $383,574 with the required $34,614 local match provided entirely through in-kind staff time, resulting in no General Fund impact; and

WHEREAS, execution of the Grant Agreement is required to receive and administer the funds for the grant term of April 1, 2026, through April 1, 2027.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby accepts the Clean California Community Enhancement Program grant funds and authorizes the City Manager to execute the Grant Agreement and related documents necessary to implement the Project.

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg hereby amends the fiscal year 2025-26 Miscellaneous Grants Fund budget to increase revenue by $348,960 and expenditures by $348,960 to account for the grant funds.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of March 2026 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Dionne Adams, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **City of Pittsburg**, hereinafter referred to as **AGENCY**, will commence on **April 01, 2026**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **November 1, 2027**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.
3. WHEREAS, the Clean CA Program, through its Clean CA Local Grants Program, is authorized under California Streets and Highways Code Section 91.41 to provide funding and resources to support local projects that advance the program's goals and objectives;
4. WHEREAS, California Streets and Highways Code Section 91.41 provides the legislative authority for the Clean CA Program to advance the following intent and objectives:
    a. Reduce Waste and Beautify Public Spaces: The primary goal of the program is to allocate grants to local and regional public agencies, transit agencies, and tribal governments to reduce waste and debris within public rights-of-way, tribal lands, parks, pathways, transit centers, and other public spaces. The program aims to enhance, rehabilitate, restore, or install measures to beautify and improve these public spaces.

    b. Improve Public Health and Community Placemaking: The program seeks to enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation. By investing in the improvement of these spaces, it aims to create a positive and welcoming environment for the community.

    c. Promote Equity for Underserved Communities: The program places a strong emphasis on advancing equity for underserved communities.

    d. Support Sustainable Practices: The program encourages the implementation of sustainable practices in the beautification and enhancement of public spaces. This includes greening efforts, such as providing shade and reducing the urban heat island effect, as well as using native, low-water plants.

    e. Engage Local Communities: The program promotes community engagement by requiring project proposals to reflect community priorities. It encourages the involvement of local communities in the development and selection of projects to ensure they meet the needs and preferences of the affected population.

    f. Prohibit Displacement of Persons Experiencing Homelessness: The program prohibits grants from funding projects that displace persons experiencing homelessness. This reflects the intention to address public space improvements without negatively impacting vulnerable populations.

   g. Transparent and Efficient Grant Allocation: The program requires the program to issue a call for projects and announce grant awards. The guidelines for allocating grants must include project selection criteria and program evaluation metrics.

5. WHEREAS, the purpose of this RGA is to authorize Caltrans districts to enter into agreements with local agencies to support the development, implementation, and funding of local agencies partnership projects that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
6. WHEREAS, this RGA establishes a framework for Caltrans districts to provide financial contributions and other assistance to local agencies, fostering effective collaboration and coordination to deliver successful transit partnership projects;
7. WHEREAS, this RGA emphasizes transparency, objective evaluation, and fair allocation of resources, ensuring that projects scoring higher based on established criteria receive prioritization for funding and implementation;
8. WHEREAS, the Clean CA Program facilitates collaboration between Caltrans districts and local agencies to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
9. WHEREAS, the Clean CA Program, in partnership with Caltrans districts, seeks to enhance local right-of-way areas to address waste management challenges, graffiti mitigation, and public space beautification, thereby contributing to create cleaner, safer, and more equitable public spaces throughout California;
10. WHEREAS, the Clean CA Program, established by the State of California, is a transformative initiative which promotes sustainable transportation alternatives, reducing greenhouse gas emissions, and combatting climate change to improve the overall quality of life for residents and visitors of California;
11. WHEREAS, the Clean CA Program envisions a comprehensive approach to address transportation challenges, enhance transit infrastructure, and support local agencies in their efforts to create efficient, safe, and environmentally friendly transit options;
12. NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties enter into this RGA to advance the purpose and intent of the Clean CA transit initiative, harnessing the legislative authority provided under California Streets and Highways Code Section 91.41, and collaborating on transit partnership projects that contribute to a sustainable, innovative, and well-connected transportation network throughout the State of California.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41 The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Program in **CALTRANS**' budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Program.
2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution **(Attachment IV),** Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in **City of Pittsburg Youth and Veterans Creating a Cleaner Future,** hereinafter “Project”, subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

   California Government Code Section 14460(a)(1) provides: “The department **[CALTRANS]**, and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department.”

6. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Funds	State General Fund (0001) Budget Item 2660-130-0001 State Program Code 20.30.010.900 FY 2025/26	$348,960.00
Local Match	Agency Provided	$34,614.00
	Total Project Costs	**$383,574.00**

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

7. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

8. Notification of Parties

   a. **AGENCY's** Project Manager for Project is Zuna Barker (925) 252-6510.

   b. **CALTRANS'** District Partnership Liaison is Ida Tu (510) 496-9069. "District Partnership Liaison" as used herein includes his/her designee.

   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

   City of Pittsburg
   Attention: Zuna Barker, Environmental Health and Safety Officer
   Phone Number: (925) 252-6510
   Email: zbarker@pittsburgca.gov
   Address: 65 Civic Avenue, Pittsburg CA 94565

   California Department of Transportation, District Partnership Liaison
   District 4 Clean California
   Attention: Ida Tu, Clean CA Grant Manager
   Phone Number: (510) 496-9069
   Email: Ida.Kwong@dot.ca.gov
   Address: 111 Grand Avenue
   Oakland, CA 94612

9. Period of Performance

   a. Reimbursable work under this RGA shall begin no earlier than on **April 01, 2026**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than **November 1, 2027**. Project closeout and final invoicing to **CALTRANS** must be submitted no later than **June 30, 2027**. Work incurred after **November 1, 2027,** will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after **November 1, 2027**. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through **November 1, 2027** (which, in total, shall not exceed 5% of the grant award).

   b. If requested by the **CALTRANS District Partnership Liaison, AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

10. Changes in Terms/Amendments

    This Agreement may only be amended or modified by mutual written agreement of the parties.

11. Cost Limitation

    a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$348,960.00**.

    b. It is agreed and understood that the Clean CA funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Partnership Liaison** at or below that fund limitation established herein.

12. Termination

    a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.

    b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

    c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

13. Budget Contingency Clause

    a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

b. The certification of FY 2025/26 funds will be contingent upon the passage of the FY 2023/24 Budget. Payment for any work performed that is funded by FY 2023/24 will be delayed if the FY 2023/24 Budget is not signed by June 30, 2023. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

14. Payment and Invoicing

a. **AGENCY**, its contractors, subcontractors and sub-recipients, shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.

d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.

e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: https://travelpocketguide.dot.ca.gov/.

Also see website for summary of travel reimbursement rules.

f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS District Partnership Liaison**

g. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS District Partnership Liaison**, as stated in **Section III–Notification of Parties, Item 8c**.

h. Invoices shall include the following information:

1) Names of the **AGENCY** personnel performing work
2) Dates and times of Project Work
3) Locations of Project Work
4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

i. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.

j. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

k. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until **June 30, 2027,** to make final allowable payments to Project contractors or vendors, and November 1, 2027, to submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.

l. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by **November 1, 2027**.

15. Quarterly Progress Reporting

a. AGENCY shall submit written quarterly progress reports to the **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

16. Cost Principles

  a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

  b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

  c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due CALTRANS within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

  d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II,** prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf

  e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c**, **above**.

17. Americans with Disabilities Act

By signing this Agreement, **AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

18. Iran Contracting Act

AGENCY must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

19. Indemnification

    a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS**' officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

    b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

20. Nondiscrimination Clause (2 CCR 11105 Clause b)

    a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

    b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

    c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

21. Retention of Records/Audits

a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7**, AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

22. Adjudication of Facts in Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

23. Third-Party Contracts

a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS District Partnership Liaison** unless expressly included (subrecipient identified) in **Attachment III** as Project Work.

b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS District Partnership Liaison**.

d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

e. Prior authorization in writing by the **CALTRANS District Partnership Liaison** shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing**, **Item 14(h)(4)**, **above**.

f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing**, **Item 14c**, **above**.

24. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1) The dangers of drug abuse in the workplace.

2) The person's or organization's policy of maintaining a Drug-Free workplace.

3) Any available counseling, rehabilitation, and employee assistance programs.

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

1) Will receive a copy of the company's Drug-Free policy statement.

2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

25. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

26. State-Owned Data

a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

6) Notify the **CALTRANS District Partnership Liaison** immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

27. CALTRANS' Use of "Before" and "After" Project Photographs

a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY**'s application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

28. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

a. Educational programming:

i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

29. Government Purpose Rights for Inventions

a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.

b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

30. Additional Intellectual Property Provisions

a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.

b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA.

The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.

c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS,** in writing**,** about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.

   i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.

   ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximately to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.

e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.

f. **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

31. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS**' most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS**' Transportation Art program can be found at https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS**' Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.

b. **AGENCY** acknowledges that the **CALTRANS**' Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

32. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, **AGENCY's** indemnification obligations contained elsewhere in this Agreement, **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY**also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

33. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if **AGENCY** or its subcontractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, **AGENCY** or its subcontractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. **AGENCY** shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS District Partnership Liaison**

34. Project Close Out/Closeout Report

a. **AGENCY** will provide a final close out report to the **CALTRANS District Partnership Liaison** no later than November 1, 2027.

   CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS District Partnership Liaison**.

c. Payments shall be forfeit if invoices are submitted after **November 1, 2027**.

35. ADA Compliance

    All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

36. Prevailing Wages and Labor Code Compliance

    AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

37. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

    I. This Restricted Grant Agreement (as amended);
    II. The **CALTRANS** Local Grant Program Guidelines;
    III. Approved Indirect Cost Rate (if applicable);
    IV. Approved Grant Application (as amended); and
    V. **AGENCY** Resolution.

38. Survival

    AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

39. Sanctions

    No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attached hereto.

I. Clean CA Community Cleanup and Employment Pathway (CCEP) Grant Program Guidelines
II. Approved Indirect Cost Rate (if applicable)
III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

AGENCY NAME

By:

Printed Name:

Title:

Date:

CALTRANS DISTRICT PARTNERSHIP LIAISON
CLEAN CALIFORNIA PROGRAM

By:

Printed Name:

Title:

Date:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
CLEAN CALIFORNIA PROGRAM

By:

Printed Name:
Walter Yu

Title:
Clean California Program Director

Date:

Pittsburg CALIFORNIA

STAFF REPORT

MEETING DATE:	March 16, 2026
TO:	Chair and Governing Board Members
FROM:	Darin E. Gale, Executive Director Jordan Davis, Director of Community and Economic Development
SUBJECT:	Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Execute Interconnection Agreement Between Pittsburg Power Company and Pacific Gas & Electric Company, to Pay Costs Associated with the Agreement After Receiving Funds From the Developer, and to Take Any Actions Necessary to Effectuate the Agreement

EXECUTIVE SUMMARY

Staff recommends that the Board of Directors authorize the Executive Director to execute an Interconnection Agreement ("IA") between Pittsburg Power Company (PPC) and Pacific Gas & Electric Company (PG&E). The IA establishes the technical and operational obligations for interconnecting PPC's electrical system with PG&E's transmission system to support service to a new development. The agreement sets forth the responsibilities of both PPC and PG&E for operation, maintenance, and coordination of interconnection facilities.

FISCAL IMPACT

There is no direct fiscal impact to Pittsburg Power Company associated with approval of the IA.

All costs associated with studies, interconnection facilities, system upgrades, and related work performed under the IA are the responsibility of Pittsburg Data Hub LLC, ("AVAIO"), the developer of the Tech Park project. As such, the project developer will bear the financial responsibility for any costs incurred by PPC or PG&E in implementing the agreement, and PPC will not authorize PG&E to undertake any work until AVAIO has provided adequate prepayment to PPC. This structure ensures that PPC does not advance money for costs associated with the new load interconnection.

RECOMMENDATION

Staff recommends the PPC Board adopt the resolution authorizing the Executive Director to execute Interconnection Agreement between Pittsburg Power Company and Pacific Gas & Electric Company, to pay costs associated with the Agreement after receiving funds from the Developer, and to take any actions necessary to effectuate the Agreement.

BACKGROUND

PPC is a joint powers authority that operates a publicly owned electric and gas utility, with the right to provide electric and gas service within the state of California. As PPC continues to support economic development and new industrial investment in the community, coordination with the regional transmission system is necessary to ensure reliable, cost-effective service for large new loads.

PG&E owns and operates an extensive transmission network in Northern and Central California and participates in the California Independent System Operator (CAISO) balancing authority area. The IA allows PPC's system to interconnect with PG&E's transmission infrastructure so that PPC may reliably serve the new load associated with the project. The IA further establishes the terms and conditions under which the two systems will interconnect to serve new retail load, specifically the load associated with the Perseus Data Center project; outlines the planning, construction, operation, and maintenance requirements for the interconnection facilities; and ensures that both parties operate their systems in accordance with Good Utility Practice and applicable regulatory requirements.

SUBCOMMITTEE FINDINGS

This item was not presented to a Subcommittee.

STAFF ANALYSIS

The proposed IA establishes the technical and operational framework for the safe and reliable interconnection of the PPC and PG&E electric systems, financial obligations, and allocation of risk.

Under the IA, PG&E generally will:

- Provide interconnection service at the designated point(s) of interconnection between the two systems.
- Own, operate, and maintain its transmission and interconnection facilities located on PG&E's system.

- Coordinate system maintenance, outages, and operational requirements with PPC to ensure reliable interconnected operation.
- Perform any modification-related work on PG&E facilities when requested under a Work Performance Agreement.
- File the IA and any associated agreements with FERC as required.

Under the IA, PPC generally will:

- Own, operate, and maintain the facilities located on the PPC system.
- Provide system planning information and load forecasts necessary to support regional transmission planning.
- Install and maintain CAISO-quality metering at the point(s) of interconnection.
- Coordinate system operations and maintenance activities with PG&E.
- Ensure that all PPC facilities and equipment are designed, operated, and maintained consistent with Good Utility Practice and applicable reliability standards.

PPC staff is negotiating related agreements with the project developer so that, although PPC is the party bound by the IA with PG&E, the project developer will be contractually responsible for all costs associated with the interconnection, including studies, system upgrades, interconnection facilities, and other related costs, and provide a financial guarantee. This structure protects PPC from financial exposure associated with the new load interconnection.

A key provision in the agreement is the right to suspend PG&E construction and installation work at any time (see Attachment 2, Appendix B, Section 6). If PPC has not requested PG&E to resume work within three years after the suspension, the agreement terminates. This provision gives PPC the ability to halt activities should circumstances change, including project timing, system reliability considerations, or other operational factors.

There are generally three costs associated with the IA, which shall be the responsibility of AVAIO, through PPC, to pay: 1) PG&E engineering review (estimated cost of $150,000); 2) improvements to the existing PG&E substation located near the former NRG power plant (estimated cost of $10,200,000); and 3) development of the PG&E switchyard (estimated cost of $75,000,000-300,000,000)(see Attachment 2, Page B-14). Both payments 1 and 2, as noted, require prepayment to PG&E, and PPC will not authorize work to begin, nor will PG&E commence work, until funds have been deposited by AVAIO. Development of the switchyard represents the largest and most variable cost; however, this work is to be completed on property currently owned by AVAIO which will be deeded to PG&E upon completion, and does not entail any work on PG&E's current system. Should this work not commence, be abandoned, or completed to a standard PG&E refuses to accept, PG&E would have no recourse for requiring PPC start, complete, or alter the work.

The Agreement further provides for indemnity, termination of the Agreement for material breach following notice and failure to cure, and dispute resolution procedures.

Following execution by both parties, PG&E will submit the Interconnection Agreement to FERC for acceptance. The IA does not become fully effective until FERC accepts the filing, consistent with federal regulations governing interconnections with transmission systems.

ATTACHMENTS: Resolution
Interconnection Agreement between PPC and PG&E

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

In the Matter of:

Authorizing the Executive Director to Execute Interconnection Agreement Between Pittsburg Power Company and Pacific Gas & Electric Company, to Pay Cost Associated With the Agreement After Receiving Funds From the Developer, and to Take Any Actions Necessary to Effectuate the Agreement	)	RESOLUTION NO. 26-

WHEREAS, Pittsburg Power Company ("PPC") operates a publicly owned electric and gas utility; and

WHEREAS, PPC seeks to interconnect its electric system with the transmission System of Pacific Gas & Electric Company ("PG&E") to support the reliable delivery of electricity to new development within the City of Pittsburg; and

WHEREAS, PPC and PG&E have negotiated an Interconnection Agreement ("IA") establishing the terms and conditions governing the interconnection of the PPC electric system with the PG&E transmission system; and

WHEREAS, the IA establishes the operational, planning, and maintenance responsibilities of each party with respect to the interconnection facilities and coordinated operation of the respective electric systems; and

WHEREAS, the IA must be submitted to the Federal Energy Regulatory Commission ("FERC") for acceptance following execution by the parties; and

WHEREAS, the developer of the associated project, AVAIO, shall be responsible for all costs associated with the interconnection and related work performed under the IA, ensuring that PPC will not bear the costs of the interconnection; and

WHEREAS, implementation of the IA may require PPC to coordinate with PG&E on engineering, operational, and administrative matters necessary to effectuate the interconnection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Pittsburg Power Company hereby: 1) authorizes the Executive Director to execute the Interconnection Agreement between Pittsburg Power Company and Pacific Gas & Electric Company; 2) authorize the Executive Director to pay any costs or expenses incurred by Pittsburg Power Company under the Interconnection Agreement, provided that funds sufficient to cover such costs have first been received from the project developer; and 3) authorizing the Executive Director to take any and all actions necessary or appropriate to effectuate the Interconnection Agreement and implement its provisions, including but not limited suspending work under the Interconnection Agreement if deemed necessary or appropriate by the Executive Director, coordinating with PG&E, submitting materials for regulatory review.

BE IT FURTHER RESOLVED, this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company of the City of Pittsburg at a regular meeting on the 16th day of March 2026, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Dionne Adams, Chair

ATTEST:

____
Darin E. Gale, Executive Secretary

INTERCONNECTION AGREEMENT BETWEEN

PACIFIC GAS AND ELECTRIC COMPANY

AND

PITTSBURG POWER COMPANY

Service Agreement No. XXX under
PG&E FERC Electric Tariff Volume No. 5

**INTERCONNECTION AGREEMENT BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY
AND
PITTSBURG POWER COMPANY**

1 PREAMBLE

This **Interconnection Agreement** ("Agreement") is made this ______________ day of _______, 2026, by and between **Pacific Gas and Electric Company** ("PG&E"), a corporation organized and existing under the laws of the State of California, and the **Pittsburg Power Company** ("PPC"), a California joint powers authority. PG&E and PPC are hereinafter referred to individually as a "Party" and collectively as the "Parties."

2 RECITALS

2.1 **Whereas**, PG&E is a public utility providing both wholesale and retail electric power and energy sales and transmission and distribution services in northern and central California and owns an extensive electric transmission system within that area;

2.2 **Whereas**, in 1998 PG&E became part of the California Independent System Operator Corporation ("CAISO") Balancing Authority Area and transferred operational control of its transmission system under terms of the Transmission Control Agreement ("TCA") to the CAISO, which controls the operation of these facilities under its open-access transmission tariff, as part of the CAISO-Controlled Grid;

2.3 **Whereas**, PG&E is a Participating Transmission Owner ("PTO") and a party to the CAISO's TCA, under which PG&E is subject to the direction of the CAISO in the operation of its transmission system and under which the CAISO becomes the provider of transmission service over PG&E's transmission system, pursuant to the terms of the CAISO Tariff, PG&E TO Tariff, TCA, Scheduling Coordinator Agreements, and Utility Distribution Company Operating

Agreement or similar agreement, all of which enable PG&E to satisfy the obligations of operating within the CAISO's Balancing Authority Area;

2.4 **Whereas**, PPC is a California joint powers authority that includes the City of Pittsburg, California ("Pittsburg"). PPC operates as a local publicly owned electric and natural gas utility and has provided wholesale and retail electric and natural gas services since 1997;

2.5 **Whereas**, PPC requests interconnection to PG&E's System to serve PPC's retail load at the Point(s) of Interconnection, as specified and detailed in Appendix B. This Agreement is for interconnection to serve load only; and not intended for interconnection of generating facilities or energy storage facilities, subject to Section 9.4. More specifically, per the findings, results, and terms specified in the Facility Study Report, dated November 11, 2024, PPC proposes to serve a new commercial facility, including built-to-suit datacenters (generally, the "Tech Park''). PPC proposes that the Tech Park will be located approximately 2 miles from the Pittsburg Power Plant Switchyard. Retail load associated with the Tech Park is estimated to be 16 MW starting in 2026 increasing up to 99 MW in 2029, as shown in Appendix B. PPC requested that the Point(s) of Interconnection be adjacent to the Tech Park and PPC plans to own or control all facilities on its System and be responsible for all expenses related to the operations and maintenance of facilities on PPC's System, as described in Section 10.5;

2.6 **Whereas,** this Agreement is intended to provide for the terms and conditions of interconnection between the Systems of the Parties;

2.7 **Whereas**, the Parties shall operate as two independent, interconnected Systems pursuant to the terms of this Agreement and in accordance with Good Utility Practice; and

2.8 **Whereas**, the Parties intend to cooperate in the operation of their respective Systems to maximize their mutual benefits under this Agreement.

3 AGREEMENT

NOW, therefore, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

4 DEFINITIONS

When used in this Agreement with the initial letters capitalized, terms other than proper names, whether in the singular, plural or possessive, shall have the meanings (a) as indicated below and (b) unless specifically defined in this Section 4, all terms used in this Agreement with initial capitalization shall have the same meaning as those contained in the Master Definitions Supplement, included as Appendix A to the CAISO Tariff, and the TO Tariff.

4.1 Accident

Personal injury, death, property damage, or economic loss which:

(a) is sustained by a Third Party, which is an ultimate use customer of a Party ("Claimant");

(b) arises out of delivery of, or curtailment of, or interruption to, electric service, including but not limited to abnormalities in frequency or voltage; and

(c) results from either or both of the following:

(i) acts or omissions relating to the engineering, design, construction, repair, supervision, inspection, testing, protection, operation, maintenance, replacement, reconstruction, use, or ownership of a Party's System; or

(ii) the performance or non-performance of either Party's obligations under this Agreement.

4.2 Adverse Impact

An effect on a Coordinating Party's System resulting from a Modification, New Facility Addition, or Long-Term Change to Operations to the Primary Party's System that (1) materially degrades reliability of the Coordinating Party's System or (2) materially reduces the ability of the Coordinating Party's System to physically transfer power into, out of, or within said System.

4.3 Affected System

An Electric System, other than the Party's System to which a Third Party interconnects that may be affected by the proposed interconnection or modification of an existing interconnection of the Third Party.

4.4 Agreement

This Interconnection Agreement between PPC and PG&E and its Appendices, as it may be amended.

4.5 Applicable Requirements

Any applicable law or regulation; and any standards, procedures or requirements of an entity with lawful authority to control or govern the applicable transmission system (whether in full or in part), including but not limited to FERC, NERC, WECC, and the applicable Balancing Authority for the Balancing Authority Area in which a Party's System is located.

4.6 Balancing Authority

The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and maintains system frequency. PG&E's and PPC's Balancing Authority is the CAISO.

4.7 Balancing Authority Area

An electric power system (or combination of electric power systems) to which a common automatic generation control scheme is applied in order to: (1) match, at all times, the power demand within the electric power system(s), with the output of the generating units within the electric power system(s), plus the energy purchased from entities outside the electric power system(s), minus energy sold to entities outside the electric power system; (2) maintain scheduled interchange with other Balancing Authority Areas, within the limits of Good Utility Practice; (3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and (4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

4.8 Balancing Authority Area Arrangements

Arrangements between a Party and its Balancing Authority in which the Party agrees to self-provide or procure the necessary resources and services and perform operations to meet Balancing Authority Area operating requirements and Applicable Requirements to maintain the operating reliability and integrity of the Balancing Authority Area's electric power system(s) in an economic manner consistent with Good Utility Practice.

4.9 Business Day

Monday through Friday, excluding federal holidays and the day after Thanksgiving Day.

4.10 California Independent System Operator Corporation ("CAISO")

The California Independent System Operator Corporation or its successor.

4.11 CAISO Controlled Grid

The system of transmission lines and associated facilities of all Participating TOs that have been transferred to the CAISO's operational control pursuant to the TCA.

4.12 CAISO Tariff

The currently effective CAISO Tariff, on file at FERC as Fifth Replacement FERC Electric Tariff, as it may be modified or superseded from time to time.

4.13 California Public Utilities Commission ("CPUC")

The California Public Utilities Commission or its regulatory successor.

4.14 Coordinating Party

The Party whose System is or may be subject to an Adverse Impact as a result of a Modification, New Facility Addition, or Long-Term Change to Operations on the System of the Primary Party.

4.15 Cost

All just, reasonable, necessary and prudently incurred expenses or capital expenditures, including but not limited to those for operation, maintenance, engineering and facilities studies, administrative and general expenses, and any other applicable costs, as determined in accordance with the FERC Uniform System of Accounts as such may be amended or superseded from time to time, and costs of capital. To the extent that determination of Cost(s) conflicts with the accounting standards applicable to PPC, the Parties shall meet to agree upon a determination of Cost(s), consistent with the Parties' applicable accounting requirements, to the maximum extent practicable. The appropriate components of the Cost, as defined herein, shall be applied for the particular transaction performed.

4.16 Direct Assignment Facilities

Facilities or portions of facilities that are owned by PG&E to physically and electrically interconnect a particular party requesting Interconnection under this to the CAISO Controlled Grid at the point of interconnection. Direct Assignment Facilities are specified in Appendix B.

4.17 Effective Date

The date specified as the Effective Date of this Agreement in Section 6.1.

4.18 Emergency

An unplanned or unexpected operational event, series of operational events, or operational circumstance that: (1) causes, or is reasonably anticipated to cause, a sudden or immediate loss or interruption of a System facility or any other electric generating or transmitting facility; and (2) in the judgment of the affected Party or its Balancing Authority, consistent with Good Utility Practice, requires the taking of immediate action, to: (a) preserve, maintain, or reestablish the safety, reliability, integrity, or operability of the Balancing Authority Area, the System or such other facilities as have been or will be affected; (b) avoid hazard to human health and safety or property; (c) minimize or avoid loss of load or the inability to furnish electric service; or (d) maintain the frequency or voltage within the Balancing Authority Area. Losses or interruptions resulting from regularly recurring or chronic operational or maintenance problems shall not be considered Emergencies.

4.19 Federal Energy Regulatory Commission ("FERC")

The Federal Energy Regulatory Commission or its regulatory successor.

4.20 Forced Outage

Any full or partial outage of a Party's transmission facilities that is caused by an Emergency.

4.21 Good Utility Practice

Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

4.22 Interconnection Facilities

Those physical facilities owned by PPC, owned by PG&E, or owned jointly by the Parties that are necessary for the continued operation of a transmission interconnection between the Parties. Interconnection Facilities include, but are not limited to, transmission lines, towers and supports, switching stations, buses, breakers, switches, relays, transducers, transformers, meters, protective equipment, communications and telemetry devices, and land and land rights associated with the Interconnection Facilities at each Point of Interconnection.

4.23 Interconnection Service

Interconnection Service involves the on-going safe and reliable operation and maintenance of, and the Parties' rights and responsibilities associated with, the relevant Interconnection Facilities.

4.24 Long-Term Change to Operations

Action intentionally taken, or an event permitted, by a Party that materially alters, on a long-term basis, the configuration or other operational characteristics of its System. For purposes of this section, an action or event shall be deemed to have been taken, or to have occurred on a long-term basis if the action or event remains in effect for a period of more than thirty (30) consecutive calendar days or occurred on more than sixty (60) calendar days within any period of twelve (12) consecutive months. The following are examples of actions and events that qualify as a Long-Term Change to Operations when taken or occurring on a long-term basis, though this list is not exhaustive. This list can be updated upon mutual agreement of the Parties through an amendment to this Agreement.

(a) disarming or materially modifying a Remedial Action Scheme;

(b) opening switches that are generally kept closed under normal operating conditions;

(c) closing switches that are generally kept open under normal operating conditions;

(d) changes to ratings or operating limits of any element of a Party's System;

(e) change in any internal operating reliability criteria (excluding changes initiated by outside entities authorized to revise reliability criteria such as NERC or WECC that alters system operating limits;

(f) change in any operating practice or procedure that might result in a new or revised operating nomogram;

(g) disabling or materially changing the operation of a phase-shifting transformer;

(h) a significant load increase above the load forecast provided by PPC, as shown in Appendix B and updated in PPC's most recent load forecast that has been submitted to the California Energy Commission, as further described in Section 11.1; or

(i) installation of any generation or energy storage facility on PPC's System larger than 1 MW where power or energy is intended to or may reasonably be expected to flow through the Point(s) of Interconnection and onto PG&E's System; or

(j) establishment of a new interconnection(s) with the transmission system of a Third Party that can result in paralleling the Third Party's transmission system and the PG&E transmission system across the Point(s) of Interconnection; or

(k) action or events similar in nature and/or effect to the foregoing.

A Long-Term Change to Operations does not include: (i) outages taken for maintenance or Emergencies in accordance with Good Utility Practice; (ii) actions taken during maintenance or Emergencies to perform maintenance or respond to Emergencies; or (iii) actions taken by a Third Party, including the CAISO, that are beyond the control of the Parties.

4.25 Modification

The removal of, or physical change to, any element of either Party's then currently existing System, including any Primary Party or Third-Party generating facility, power control device, or transmission facility.

4.26 New Facility Addition

The addition of a new transmission facility or the addition of a new generation facility directly connected to a Party's System, whether owned by that Party or not.

4.27 Non-conforming Loads

Those Loads that deviate from expected behavior based on historical data or standard operational patterns of loads in the local area. For example, Non-Conforming Loads may not respond to changes in system conditions, such as weather or temperature.

4.28 North American Electric Reliability Corporation ("NERC")

The North American Electric Reliability Corporation or its successor.

4.29 Participating Transmission Owner ("Participating TO")

As defined in the Master Definitions Supplement to the CAISO Tariff.

4.30 Point of Interconnection

The physical connection of PG&E's System and PPC's System at the transmission level that allows for the transmission of electrical energy by and between the PG&E's System and PPC's System. The Point of Interconnection between PG&E's System and PPC's System as of the Effective Date is identified Appendix B.

4.31 Primary Party

A Party that proposes to make or makes a Modification, New Facility Addition, or Long-Term Change to Operations to its own System.

4.32 Remedial Action Scheme ("RAS")

The procedures that are required to accomplish rapid and automated response to maintain reliable operation of the System after a disturbance on the interconnected Systems.

4.33 Reliability Upgrades

The transmission facilities, other than Direct Assignment Facilities, beyond the first point of Interconnection necessary to interconnect a wholesale load safely and reliably to the CAISO Controlled Grid, which would not have been necessary but for the Interconnection of a wholesale load, including network upgrades necessary to remedy short circuit or stability problems resulting from the interconnection of a wholesale load to the CAISO Controlled Grid. Reliability Upgrades also include, consistent with WECC practice, the facilities necessary to mitigate any adverse impact a wholesale load's interconnection may have on a path's WECC path rating. Reliability Upgrades are specified in Appendix B.

4.34 System

All properties, facilities and other assets, now or hereafter existing, which are leased to, licensed to, owned by, or controlled by a Party, and are used for or directly associated with its generation, transmission, transformation, distribution, purchase or sale of electric power, including all additions, extensions, expansions, and improvements thereto.

4.35 System Planning Information

Information (including detailed electrical specifications) developed and maintained by a Party to enable it to perform studies to assess reliability, transfer capability and congestion on its System under current and future conditions related to load, generation, and transmission facilities (both within its System and on interconnected Systems), including potential Modifications, New Facility Additions, and Long-Term Changes to Operations on its System.

4.36 System Reinforcements

Reinforcements to PG&E's Electric System, identified by a System Impact Study, Good Utility Practice, or Applicable Requirements that are necessary to maintain the transfer capability to a Point of Interconnection. System Reinforcements may be required when a Point of Interconnection is added or modified, when a Significant Operational Change pursuant to Section 11 is proposed, or when necessary to serve electric load reliably, or required by Good Utility Practice. System Reinforcements are limited to facilities required on PG&E's System and ordinarily would not include Interconnection Facilities required at the Point of Interconnection.

4.37 Third Party

A person or entity other than PG&E or PPC.

4.38 Transmission Interconnection Handbook

The PG&E Transmission Interconnection Handbook explains the technical requirements for interconnection of loads and generators to PG&E's System. The Transmission Interconnection Handbook may be currently found at https://www.pge.com/en/about/doing-business-with-pge/interconnections/handbooks.html

4.39 Transmission Owner ("TO") Tariff

PG&E's Transmission Owner Tariff on file with the FERC as Electric Tariff Volume No. 5, as it may be modified from time to time.

4.40 Uncontrollable Force

Any cause or causes beyond the control of a Party that renders the Party unable to perform an obligation, including, but not limited to, failure of or threat of failure of facilities caused by flood, earthquake, volcanic activity, tornado, tsunami, storm, drought, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, vandalism, strike, labor dispute, labor or material shortage, sabotage, terrorism, governmental priorities or restraint by court order or public authority, and action or non-action by or inability to obtain or maintain in effect any necessary authorization or approval from any governmental agency or authority, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome. Nothing contained in this section shall be construed as requiring a Party to settle any strike, lockout, or labor dispute in which it may be involved, or to accept any permit, certificate, or other authorization that contains conditions or terms the Party determines, in good faith, are unduly burdensome. Notwithstanding the foregoing, the term Uncontrollable Force shall not mean a Forced Outage.

4.41 Western Electricity Coordinating Council ("WECC")

The Western Electricity Coordinating Council or its successor.

5 SCOPE AND APPLICABILITY

5.1 Scope

This Agreement governs the interrelationship between PG&E's System and PPC's System, wherein PG&E agrees to provide Interconnection Service at the Point(s) of Interconnection by means of the interconnected and coordinated operation of PG&E's System, a portion of which has been turned over to the operational control of the CAISO, and PPC's System. The Parties agree that this Agreement shall relate exclusively to their rights and obligations pertaining to the interconnection of their respective Systems and PG&E's provision of Interconnection Service to PPC at the Point(s) of Interconnection only. Under this Agreement, neither Party undertakes to provide or make available any Balancing Authority

Area services, transmission service, distribution service, power or energy sales or services, or ancillary services for the other Party or any Third Party. Each Party is responsible to meet its own obligations under FERC, NERC, WECC, and any other regulatory authority having jurisdiction over the operation and maintenance of its System and generators connected to its System. As of the Effective Date, any requests for transmission service on the PG&E transmission System from or to the Point(s) of Interconnection covered by this Agreement must be made with the CAISO and used in accordance with the CAISO Tariff and PG&E TO Tariff. This provision does not constitute a waiver by either Party of existing or future rights arising independently of this Agreement, in the event of a Significant Regulatory Change as described in Section 13.1.

5.2 Maximum Interconnected Load

PPC's most recent long-term load forecast does not exceed 99 MW. To the extent that PPC's load growth changes, such that PPC's load at the Point of Interconnection, including PPC's Non-Conforming Load, is anticipated to exceed 99 MW for PPC's System interconnected under this Agreement, the following provisions shall apply consistent with TO Tariff Sections 8 through 10 and the CAISO's transmission planning process.

PG&E will initiate a System Impact Study (that will be funded by PPC) to determine whether there is sufficient capacity on PG&E's Interconnection Facilities, and Direct Assignment Facilities described in Appendix B System to support the additional PPC load. If necessary, and at PPC's request and expense, if needed, PG&E will plan, install, operate and maintain any additional Direct Assignment Facilities and Reliability Upgrades that are required to provide or maintain a reliable interconnection with PG&E as contemplated by this Agreement and consistent with FERC practice. In the determination regarding capacity on PG&E's System and any additional Direct Assignment Facilities and Reliability Upgrades, PPCs load growth will be treated comparably to PG&E's load growth.

5.3 Applicability

This Agreement initially applies to PPC's load at the Point of Interconnection described in Appendix B.

5.4 Conflicting Agreements

Where any conflict exists between this Agreement and the CAISO Tariff, this Agreement shall prevail. Where any conflict exists between this Agreement and the TO Tariff, the TO Tariff shall prevail.

6 TERM AND TERMINATION

6.1 Effective Date

Upon execution of this Agreement by both Parties, PG&E shall promptly file a request that FERC accept this Agreement for filing. The term "Effective Date" as used in this Agreement shall mean the later of: (1) 0000 hours of ______, 2026: or (2) the date on which FERC accepts this Agreement for filing.

6.2 Termination

Unless otherwise agreed by the Parties, this Agreement shall terminate on the earliest of: (a) the occurrence of the 15th anniversary of the Effective Date; (b) mutual agreement of the Parties; (c) as provided in Section 22; or (d) upon sixty (60) days' advance written notice of PPC to PG&E prior to energization of the Point(s) of Interconnection. Termination of this Agreement shall not become effective until a notice of cancellation has been accepted for filing by FERC. If this Agreement is terminated by PPC pursuant to Section 6.2(d), then PPC's only liability to

PG&E shall be to reimburse PG&E for the actual, documented Costs incurred by PG&E to undertake that portion of the construction of Reliability Upgrades described in Appendix B.

7 INTERCONNECTION FACILITIES

7.1 Transmission Point of Interconnection

As of the Effective Date, the Point of Interconnection is listed and described in Appendix B.

7.2 Interconnection Facilities

As of the Effective Date, PG&E's and PPC's Interconnection Facilities are described in Appendix B.

7.3 Unscheduled Flows

As a result of being part of an interconnected system, one Party's actions may cause energy to flow over the other Party's System. Scheduled transfers of electric power between the Parties' Systems shall be deemed to occur at the Point(s) of Interconnection. Such scheduled transfers and those scheduled between the Parties' Systems and Third-Party systems may cause unscheduled flows of electric power between the Parties' Systems at the Point(s) of Interconnection and also through the Third-Party parallel transmission interconnections. In all circumstances, such unscheduled flows shall not be considered transmission service, and no Party shall incur (or levy) transmission service charges associated with such unscheduled energy flows on the other Party's (or its own) System. The Parties acknowledge that, as of the Effective Date, unscheduled flows may result from Generation connected to the Pittsburg Substation, the Tesla Substation and/or power flow over the Pittsburg-Tesla #2 230 kV line. In the event that unscheduled flows of electric power cause an outage, Emergency or other contingency on a

Party's System, the Parties agree to use Good Utility Practice in accordance with Applicable Requirements to resolve such event.

8 BALANCING AUTHORITY AREA ARRANGEMENTS

All transmission, distribution and generation facilities within a Party's System shall, during the term of this Agreement, be within a Balancing Authority Area operated in accordance with Balancing Authority Area Arrangements. Failure by a Party to operate its System in accordance with, and to maintain in effect, Balancing Authority Area Arrangements shall be deemed a material breach of this Agreement and just cause for termination, after that Party has been provided a reasonable opportunity to obtain or re-establish such operation or make the necessary Balancing Authority Area Arrangements.

9 PRINCIPLES OF INTERCONNECTION

9.1 New Interconnection of PPC Facilities with PG&E's Transmission System

For any additional PPC facilities that are to be interconnected with PG&E-owned facilities that are part of the CAISO Controlled Grid and would constitute a new Point of Interconnection, PPC shall make application to PG&E under the then-current TO Tariff. Under such circumstances, PPC shall follow the interconnection procedures as set forth under such TO Tariff. Any newly-approved Point of Interconnection shall be added to Appendix B and the

related transmission facilities arrangement will be incorporated into this Agreement.

Nothing in this Agreement shall be construed as either modifying, in any way, the applicable interconnection procedures included in the CAISO Tariff or TO Tariff, or affording PPC or PG&E any special treatment, preferable or otherwise, with respect to those interconnection procedures.

9.2 General Interconnection Requirements

Each Party's facilities or control equipment at existing and proposed Points of Interconnection between the Parties shall be provided, operated, and maintained by each Party in a manner to ensure the safe and reliable operation of the Parties' Systems, consistent with Good Utility Practice and the directives of the Party's Balancing Authority.

9.3 Obligation to Pay for System Protection Equipment

Where one Party makes an upgrade to its protection system, consistent with Good Utility Practice, the other Party shall, if consistent with Good Utility Practice, make the corresponding upgrades, to the extent necessary to ensure continuous and reliable service, on its facilities at its own cost. The Parties shall coordinate their efforts pertaining to upgrades and provide as much advance notice to the other Party as is reasonably possible.

9.4 Obligation for Generators Interconnected to PPC's System

All generators owned and operated by PPC or PPC's customers in parallel with PG&E's System shall be designed, operated, and maintained in accordance with Good Utility Practice. Interconnection of such generators may have to follow the applicable CAISO's generator interconnection procedures under the CAISO Tariff.

10 OPERATION AND MAINTENANCE OBLIGATIONS

10.1 Compliance with Good Utility Practice and Applicable Requirements

When a Party is required by this Agreement to take action with respect to the planning, design, construction, maintenance, study, operation, or use of, or the making of Modifications, New Facility Additions, and Long-Term Changes to Operations to, its System, including the Interconnection Facilities, it shall take such action reasonably and in good faith, and in accordance with Good Utility Practice and Applicable Requirements to avoid significantly affecting the operation of the other Party's System.

10.2 Coordination of System Maintenance

The Parties shall coordinate scheduled maintenance of the Interconnection Facilities, and any other facilities on their System(s) to the extent that an outage of such facility could reasonably be expected to have a material effect on the System of the other Party (including upon the Interconnection Facilities), giving due consideration to the relevant Balancing Authority's procedures applicable to requests for such outages. Each Party shall use due diligence to minimize the number and duration of outages for scheduled and unscheduled maintenance. Except in cases of Forced Outages, a Party proposing an outage for scheduled maintenance of an Interconnection Facility or other facility that could reasonably be expected to have a material effect on the System of the other Party shall give the other Party (and the Balancing Authority for the other Party, if applicable) as much advance notice of the outage as possible, and in any case not less than three (3) Business Days, and shall request the agreement of the other Party to proceed with the outage, which agreement shall not be unreasonably withheld or delayed. In the event of a Forced Outage that makes advance notice impractical, or if the Parties cannot agree with respect to an outage of an Interconnection Facility, a Party may in its sole discretion proceed with the outage as necessary to perform required maintenance. Subject to other provisions of this Agreement, following a Forced Outage of an Interconnection Facility, a Party may contest the determination or claim by the Party responsible for the Forced Outage that such Forced Outage was required by Good Utility Practice under the circumstances and may seek compensation for actual damages caused by such outage. The Party with the System initiating a Forced Outage carries the burden of demonstrating that the outage was, in fact, required by Good

Utility Practice under the circumstances existing at the time.

10.3 [Reserved]

[Reserved]

10.4 Mutual Obligation Communication Protocol

The Parties shall establish a mutual obligation communications protocol that will cover clear and timely communication between the Parties regarding items such as, but not limited to, (a) scheduling line clearance and related maintenance, and (b) the reporting of System disturbances.

10.5 Obligation to Pay for Operation and Maintenance of Facilities

PG&E shall be responsible for all expenses related to the operation and maintenance of PG&E's Interconnection Facilities and PPC shall be responsible for all expenses related to the operation and maintenance of PPC's Interconnection Facilities. For any and all operation and maintenance work that requires the coordination of PG&E, PPC shall request the participation of PG&E, designating whether the requested work falls under either Section 10.5.1 or Section 10.5.2 for coordination-related work and Modification-related work, respectively. PG&E shall make reasonable efforts to meet the schedule of PPC. If the Parties are unable to reach agreement as to whether the requested work is coordination-related work and should be requested under Section 10.5.1 or is Modification-related work and should be requested under Section 10.5.2, the PPC may address the dispute under Section 10.5.3.

10.5.1 Coordination Related Work

Where the requested coordination-related work performed by PG&E at the request of PPC does not involve a Modification, PG&E shall perform such work at PPC's request at no cost to PPC at a time to be mutually agreed upon during regular business hours. This coordination-related work may include line switching procedures, installing grounds at PG&E's own facilities, providing protection data for review, relay coordination review for minor setting changes that are not anticipated to affect PG&E's relay settings, and such similar work that is relatively minimal in nature and reasonably considered as part of operation and maintenance of the Point(s) of Interconnection.

10.5.2 Modification-Related Work

Where the requested work performed by PG&E at the request of PPC involves a Modification, such work must be performed under a Work Performance Agreement ("WPA"). PG&E will file the resulting WPA with FERC. WPAs that involve estimated costs at or above $100,000 will be trued-up upon completion. WPAs that involve work with estimated costs below $100,000 will not be trued-up. For WPAs estimated to cost less than $100,000, PG&E shall bill PPC for its estimated Costs associated with the performance of this work. The Parties shall cooperate in the execution and submission of the WPA for FERC's approval.

PPC must pay PG&E in advance for any work performed under a WPA.

10.5.3 Disagreement on Nature of Requested Work

Where the Parties cannot agree that work is either coordination-related, performed at no charge, or Modification-related work, performed under a WPA, PPC is obligated to execute a WPA and pay in advance for such work if requested to do so by PG&E. PPC may subsequently submit a dispute pursuant to the Dispute Resolution Procedures as outlined in Section 23.

10.6 Obligations to Install and Maintain Protective Devices

In addition to specific obligations set forth in this Agreement, each Party shall take all reasonable measures, including without limitation the installation, modification, setting and adjusting, and use of automatic protective devices, Remedial Action Schemes, and other measures, as necessary to (a) maintain the integrity and continuity of its System, (b) separate its System from that of the other Party only when necessary, (c) protect its System from possible damage by reason of electric disturbance or faults caused by the operation, faulty operation, or non-operation of its facilities or other events that may originate on its System, the System of the other Party, or the systems of Third Parties, and (d) prevent and avoid Accidents. Such settings adjustments or replacement shall be coordinated with settings adjustments or replacement made by PG&E to PG&E's protective relaying equipment, consistent with PG&E's Transmission Interconnection Handbook, available on-line at http://www.PGE.com. PPC shall install, modify, set and adjust or replace its protective relaying equipment in the event that such is required by PG&E's modification of PG&E's System consistent with CAISO requirements and with Good Utility Practice. Each Party reserves the right to install, maintain, and operate such protective devices and take such protective actions as it deems necessary to protect its System.

10.7 Operational Limitations

In order to ensure the reliability of each Party's System in light of the Points of Interconnection between the Systems, and to minimize Adverse Impacts upon one Party resulting from the operations by the other Party, the Parties agree to: (1) perform or coordinate necessary power flow studies, and (2) establish reliability-related operational limitations and requirements that shall be developed in accordance with reliability management organizations having jurisdiction and Good Utility Practice.

10.7.1 System Separation Obligations and Rights

Under normal operating conditions, except to the extent provided otherwise in this

Agreement, the Parties' Systems, including the Interconnection Facilities, shall be operated on a synchronized and interconnected basis in accordance with this Agreement. Each Party shall have the right to temporarily disconnect its System at the Point(s) of Interconnection as follows:

(a) at the request of a Party's Balancing Authority or at the request of the other Party, under the authority each has to make such requests in accordance with Good Utility Practice and applicable procedures established by the Parties' Balancing Authority or Authorities;

(b) in the event of an Emergency involving or affecting its System, provided that disconnection at a Point of Interconnection shall be (1) the appropriate remedy for such Emergency, and (2) for as short a time as reasonable under the circumstances;

(c) upon the operation of automatic protective devices, including Remedial Action Schemes, which shall be subject to the further provisions of

Section 10.9; or

(d) if reasonably required in order to investigate, inspect, maintain, install new equipment, repair or replace existing equipment, or to perform other construction or installation, provided that outages for maintenance shall be subject to the provisions of Section 11.1.

Interruptions, or reductions in service, or separation of facilities under this Section 10.7.1 shall be solely to protect System reliability or public safety, and not for economic reasons. In the event of such interruption or reduction in service, the Parties shall restore full service on a basis comparable to the restoration of other public service and safety facilities and consistent with their respective Balancing Authority Area Arrangements.

10.7.2 Corrective Measures

If either Party determines that the operation or maintenance of the Parties' System(s) is of such a nature that continued operation on a synchronized and interconnected basis would not be consistent with Good Utility Practice, or if a Party's Balancing Authority determines that the operation or maintenance of the System(s) is such that continued operation on a synchronized and interconnected basis would not be consistent with Good Utility Practice or Applicable Requirements, such Party promptly shall notify its Balancing Authority and the other Party. Before taking any corrective action, the Party concerned with continued synchronized and interconnected operation shall give notice to its Balancing Authority and the other Party, specifically identifying the corrective action needed. If the Parties cannot agree on specific corrective action to be taken, the matter shall be addressed through the dispute resolution process in Section 23.

10.8 Obligations Following Operation of Automatic Protective Devices

If the Parties' Systems are disconnected due to the operation of an automatic protective device, the Point of Interconnection shall remain open until the cause of such operation has been identified and eliminated or the Parties otherwise agree that it is safe to reconnect the Parties' Systems and restore the Point of Interconnection. The Parties, in coordination with each Party's Balancing Authority, shall use due diligence to (a) identify and eliminate promptly the causes of the separation, (b) restore the Point of Interconnection to synchronized, interconnected operation as soon as practicable, and (c) assist in maintaining the integrity and continuity of the Point of Interconnection between the Parties' Systems. In addition, PG&E and the PPC shall coordinate such restoration and all installations, upgrades, and replacements of protective devices at Point(s) of Interconnection in accordance with Good Utility Practice.

10.9 Jeopardy

If at any time continuity of transmission service within the CAISO Balancing Authority Area is being jeopardized due to failure of facilities, PG&E and PPC shall coordinate their responses to the jeopardy, to implement CAISO operating orders in accordance with their respective Balancing Authority Area Arrangements, and Good Utility Practice. Such coordination may include the reduction of load; provided, except as otherwise set forth in the Parties' Balancing Authority Area Arrangements, such reduction of load shall maintain, as far as may be practicable, the relative sizes of load served by each Party in the same proportion as existed before such reduction of load.

Either Party may also temporarily interrupt or reduce deliveries to Point(s) of Interconnection or separate all or a part of the facilities of its System from all or a part of the System of the other Party, or the System which directly or indirectly serves the other Party, if the first Party determines that the following conditions exist or that the described action is necessary in accordance with Good Utility Practice: (i) an Emergency; (ii) in order to install equipment on, make repairs or replacements to, make investigations and inspections of, or perform maintenance or other work on the first Party's System to the extent required to respond to an Uncontrolled Force or other emergency condition; (iii) to prevent a hazard to life or property; (iv) as necessitated by Good Utility Practice to the extent required to respond to an Uncontrolled Force or other emergency condition; or (v) where the operation of the first Party's System is suspended, interrupted or interfered with as a result of Uncontrollable Force or Emergency. The Parties understand and agree that interruption of System operations or reduction of load under such circumstances is a matter that should be coordinated among PG&E, PPC and the CAISO based upon the CAISO Tariff and any Balancing Authority Area Arrangements entered into between PG&E, PPC and the CAISO. Such interruptions or reductions of load shall be minimized and implemented after all other practical remedies have been exhausted.

10.10 Voltage Control and Reactive Power Flows

10.10.1 General Obligations

Each Party shall coordinate voltage control and reactive devices in coordination with the

CAISO in order to reasonably maximize overall stability limits, meet the Parties' and the applicable CAISO voltage criteria, minimize losses, and maximize transfer capability both within the CAISO's area and for transfers with other Balancing Authority Areas. To the extent possible, the Parties will share this burden in an equitable manner.

10.10.2 Area Voltage Schedules

PPC shall use all reasonable efforts to follow the area voltage schedules specific to each Point of Interconnection established by PG&E and the CAISO, as those schedules may be revised from time to time.

10.10.3 General Obligation to Limit Reactive Power Flows

Subject to the requirements of Section 10.9.2, each Party shall plan, design, and operate its System so as to reasonably minimize the interchange of reactive power at Points of Interconnection. Should one Party determine that the other Party is causing Adverse Impacts on its System by not reasonably minimizing the interchange of reactive power at Point(s) of Interconnection, then the processes of Sections 11.2.2 and 11.2.3 may be implemented.

10.11 Metering

10.11.1 Metering Responsibility

PPC shall be responsible for the installation, maintenance, and certification of CAISO quality metering for all its Points of Interconnections covered by this Agreement in accordance with applicable CAISO Tariff provisions and metering protocols. PPC shall be responsible for obtaining CAISO approval for the installation of CAISO metering at the Points of Interconnections covered by this Agreement.

10.11.2 Meter Ownership

PPC shall own all CAISO metering infrastructure, and PPC shall be responsible for all Costs of such infrastructure including, without limitation, testing and certification of CAISO metering.

10.12 Obligation to Provide Telemetry Data

The Parties agree to exchange telemetry data necessary for the reliable operation, financial settlement, and contract administration of their respective systems and facilities in accordance with Applicable Requirements. The Parties agree to utilize existing communication channels between their facilities to effect the delivery of telemetry data. The Party that owns the telemetry data will seek the release of the data from the Balancing Authority for the requesting Party. With respect to such data, the receiving Party shall treat the data as confidential, not to be used for merchant purposes, and shall not release the data to a third party, except as described in Section 10.12.3.

10.13 Operating Records

Each Party shall maintain operating records in accordance with Good Utility Practice. Each Party shall have reasonable access to such operating records kept by the other Party which reasonably relate to interconnected operation of the Parties' Systems; provided, that a Party requesting such records shall be required to keep such records confidential if requested to do so by the other Party, to the extent allowed by law, including the Ralph M. Brown Act and the California Public Records Act. Such records shall include, but not be limited to, operating logs, scheduled transfers through each Point of Interconnection, line loadings, outage and power quality reports, voltages and reactive power.

10.13.1 Obligations Regarding Confidential Information

The Parties anticipate that during the course of the Parties' relationship under this Agreement, they will at times supply copies of confidential or proprietary information to each other, including information that should be kept confidential from and not disclosed to certain departments within a Party (*e.g.*, transmission planning information that cannot be disclosed to marketing or merchant personnel) or to Third Parties, including the public. If one Party supplies confidential information to the other, it is the responsibility of the supplying Party to inform the receiving Party that such information is confidential and to clearly label or otherwise mark each page of such information with the following warning, including where applicable any expiration date or time limit on the confidentiality of the information: "Confidential -- Proprietary Information". It shall be the responsibility and obligation of the receiving Party to maintain the confidentiality of such information in accordance with the supplying Party's instructions and to avoid disclosure of information designated confidential to any third party unless required to do so by law, in which case Section 10.12.3, below, shall control.

10.13.2 Identification of Confidential Electronic Information

The Parties also anticipate that each Party may, at times, supply, deliver or exchange confidential electronic information with the other Party in a manner that will not allow the information to be physically marked in a way that indicates to the recipient that the information is confidential and should be treated as such. With the intent of ensuring that both Parties understand and appreciate that certain electronic information merits a confidential designation, the Parties identify the following types of electronic data as confidential and hereby agree in advance of such an exchange or delivery of this information to treat all instances of it as confidential pursuant to this section:

(a) Telemetered System parameters including, but not limited to, flows, voltages, and breaker and other System equipment status

(b) Electronic system data including, but not limited to, operating diagrams and base cases.

10.13.3 Third Party Requests for a Party's Confidential Information

If a Party ("Receiving Party") receives a request from a Third Party, whether under the California Public Records Act, California Government Code Sections 7920-7931, as amended, or otherwise, for access to, or inspection, disclosure of copying of, any of the other Party's confidential data or information ("Disclosure Request"), then the Receiving Party shall provide notice to and a copy of the Disclosure Request to the other Party within four (4) Business Days of receipt of the Disclosure Request by the Receiving Party. Within five (5) Business Days of the other Party's receipt of such notice and copy of the Disclosure Request from the Receiving Party, the other Party shall provide notice to the Receiving Party of the other Party's election to respond to the Disclosure Request in one of the following ways:

(a) the other Party shall request the Receiving Party to deny or object to the Disclosure Request with respect to confidential information in whole or in part, and the other Party shall either defend the denial of the Disclosure Request at the other Party's sole Cost (with reasonable assistance provided by the Receiving Party), or the other Party shall indemnify the Receiving Party for all Costs associated with denying or objecting to the Disclosure Request. Such indemnification by the other Party of the Receiving Party shall include all of the Receiving Party's Costs reasonably incurred with respect to denial of or objection to the Disclosure Request, including but not limited to Costs, penalties, and the Receiving Party's attorneys' fees; or

(b) the other Party shall agree that the Receiving Party may grant the Disclosure Request without any liability by the Receiving Party to the other Party.

This section shall survive termination of this Agreement, and shall remain in full force and effect until terminated in writing by the Parties, and all information that is designated as confidential shall remain confidential until the Parties agree in writing that it is no longer confidential.

11 PLANNING OBLIGATIONS

11.1 System Planning Coordination

The Parties shall make commercially reasonable efforts to share and update, on an ongoing basis (and subject to confidentiality as applicable), System Planning Information sufficient to enable each Party to assess potential Adverse Impacts to its System that may result from any Modifications, New Facility Additions, or Long-Term Changes to Operations made on or resulting from the other Party's System. At any time, in response to a written request under this Agreement, a Party promptly shall provide to the requesting Party such System Planning Information as requested, provided that such information is or can be made available without significant burden as part of or derived from the results of or information used for the responding Party's own transmission planning activities.

In order for PG&E to include the effects of growth of PPC's System loads, including PPC's Non-Conforming Load, in PG&E's planning studies, PPC shall provide PG&E with PPC's electric load planning forecast by October 1 of each year. PPC shall also provide PG&E with certain network modeling data as required pursuant to Applicable Requirements, including NERC Standards MOD-031 and MOD-32, as such may be revised from time to time. Such electric load planning forecast shall contain the best estimate of PPC's gross System load (actual MW and MWh as measured at the Point of Interconnection plus generation resources internal to PPC's System) and net System load (actual MW and MWh as measured at the Point of Interconnection less generation resources internal to PPC's System) for the next five-year period.

The initial forecast shall be submitted to PG&E within 90 days of the Effective Date. For avoidance of doubt, in the CAISO transmission planning process PG&E will assume that all PPC's load will be Non-conforming Load, unless further information is otherwise provided by PPC.

Both PG&E and PPC shall be responsible for participating in planning for the need for and construction of any necessary transmission facilities consistent with TO Tariff Sections 8 through 10 and the CAISO's transmission planning process. If PG&E disagrees with the electric load planning forecast provided by PPC, PG&E shall coordinate with PPC, and if necessary, either Party may request that the dispute be addressed pursuant to the dispute resolution procedures set forth in Section 23. Nothing in this Section 11 prevents PG&E from using, relying on, or incorporating alternative forecasts in planning studies; provided, however, PG&E shall promptly inform PPC of PG&E's use of an alternative forecast.

11.2 System Reinforcements

If, as a result of its annual planning review process, PG&E determines, through studies conducted consistent with TO Tariff Sections 8 through 10 and the CAISO's transmission planning process, that a need exists to construct System Reinforcements that will have a direct effect on PPC, PG&E shall inform PPC through a notice pursuant to Section 32. The Parties shall then follow the applicable procedures of the PG&E TO Tariff Sections 8 through 10 and the CAISO's transmission planning process.

11.3 Avoidance of Adverse Impacts

11.3.1 Obligations to Provide Written Notification

Throughout the term of this Agreement, if a Primary Party intends to make a Modification, New Facility Addition, or Long-Term Change to Operations on its System that could reasonably be expected to affect materially either or both Parties' rights, obligations or operations under this Agreement or that may reasonably result in an Adverse Impact to the System of the Coordinating Party, before making any irrevocable commitment to proceed and before any Long-Term Change to Operations occurs, the Primary Party shall provide written notice to the Coordinating Party promptly, but in no event later than six months in advance of such change, or as soon as such Party has knowledge if less than six months, before such change is expected to occur. Subject to applicable confidentiality obligations, the Primary Party's written notice shall (i) include a description of the proposed Modification, New Facility Addition, or Long-Term Change to Operations, and (ii) include the expected schedule for installation or implementation and a description of any studies performed to assess a possible Adverse Impact to the Coordinating Party's System and the nature of the potential Adverse Impact. Notwithstanding the foregoing, a Party is not obligated to give notice under this Section 11.2.a where the potential Modification, New Facility Addition, or Long-Term Change to Operations is studied in or is the result of the CAISO generator interconnection planning process; provided that the CAISO informs the Coordinating Party in writing of the potential Modification, New Facility Addition or Long-Term Change to Operations in time for the Coordinating Party to participate in the CAISO's planning process and to express its concerns and provide information for the study conducted under the CAISO generator interconnection planning process.

11.3.2 Failure to Provide Reasonable or Timely Notice

To the extent that a Coordinating Party has a reasonable belief that the Primary Party failed to provide reasonable or timely notice as required in Section 11.2. a, above, and proceeded with construction of a Modification, New Facility Addition or Long-Term Change to Operations on its System that could reasonably be expected to affect materially either or both Parties' rights, obligations or operations under this Agreement or that may result or may have resulted in an Adverse Impact on the System of the Coordinating Party, the Coordinating Party may demand that a study be undertaken to determine whether the action(s) taken by the Primary Party will result or has resulted in an Adverse Impact on the System of the Coordinating Party. Under such circumstances, upon receipt of a demand by a Coordinating Party for such a study, the Parties shall choose a mutually agreeable Third Party to conduct the study. Once the Parties agree upon the Third Party, the Parties shall jointly engage the Third Party to conduct the study, and all services and costs charged by the Third Party relating to the study will be divided equally, and the Primary Party and the Coordinating Party will each be initially responsible for half the costs to perform the study.

11.3.3 Responsibility for Study Costs

If the study described in Section 11.2. b, above, is conducted by a Third Party and it concludes that the action(s) of the Primary Party will not or did not result in an Adverse Impact on the System of the Coordinating Party, then the Coordinating Party must reimburse the Primary Party for the portion of the Costs paid by the Primary Party to the Third Party that performed the study. If the study described in Section 11.2. b, above, is conducted by a Third Party and concludes that the action(s) or proposed action(s) of the Primary Party will or did result in an Adverse Impact on the System of the Coordinating Party above $100,000, then the Primary Party must reimburse the Coordinating Party for the portion of the Costs paid by the Coordinating Party to the Third Party that performed the study.

11.3.4 No Alterations of Obligations to Avoid Adverse Impacts

This section does not alter the obligations or responsibilities, identified elsewhere in this

Agreement, of any Party to mitigate Adverse Impacts or to pay damages resulting from Adverse Impacts.

11.3.5 Avoidance and Mitigation of Adverse Impacts

(a) Primary Party's Duty With Respect to Adverse Impacts. Unless otherwise agreed by the Parties in writing, the Primary Party is wholly responsible for avoiding or fully mitigating an Adverse Impact, and to the extent Adverse Impacts cannot be avoided or fully mitigated, for fully compensating the Coordinating Party for all Costs incurred pursuant to, or resulting from, the Adverse Impact. When notice is provided pursuant to Section 11.2. a, the Primary Party shall complete or cause to be completed the installation or application of all avoidance and mitigation measures before the proposed or contemplated Modification, New Facility Addition, or Long-Term Change to Operations is placed in service. When notice is not provided pursuant to Section 11.2. a., and a study conducted pursuant to Section 11.2. c. concludes that the action(s) of the Primary Party will or did result in an Adverse Impact on the System of the Coordinating Party, then the Primary Party must undertake completion, installation or application of all avoidance and mitigation measures at its own cost immediately.

(b) Primary Party's Obligations With Respect to Third Parties. If the Primary Party has a transmission interconnection to a Third Party or becomes an Affected System due to a Third Party's actions, which causes the Primary Party to make Modifications, New Facility Additions, or Long-Term Changes to Operations on the Primary Party's System that may result in an Adverse Impact, the Primary Party shall require in relevant contractual arrangements, including but not limited to interconnection agreements, that the Third Party shall be responsible for: (1) notifying and coordinating any necessary studies with the Coordinating Party; and (2) mitigating any Adverse Impacts.

In addition to agreements with the Primary Party, the Primary Party shall also use best efforts to require the Third Party to undertake negotiations of one or more agreements with the Coordinating Party to mitigate such Adverse Impacts, and the responsibility for Costs and other damages shall be determined between Third Party and the Coordinating Party in such agreement(s). If requested by the Coordinating Party, the Primary Party shall participate in any Adverse Impact study related discussions between the Third Party and the Coordinating Party.

11.3.6 Disputes Related to Adverse Impacts

If a dispute arises between the Parties concerning (a) the interpretation of, or obligations imposed by, an Applicable Requirement, or (b) the existence, cause, extent, responsibility for, or compensation due, as a result of an Adverse Impact that cannot or could not be avoided or is not fully mitigated, including the interpretation or application of the results of studies, the Parties shall refer the matter to the Authorized Representative. If the Authorized Representative is unable to resolve the matter within thirty (30) calendar days following referral under this section, the dispute shall be resolved in accordance with Section 23.

12 AUTHORIZED REPRESENTATIVE

Each Party shall appoint its own authorized representative to address disputes relating to operational and maintenance issues, contract and cost issues, Adverse Impacts, and new service requests. Within ten (10) Business Days of referral of a matter by either Party in writing to the Authorized Representative of the other Party, the Authorized Representatives of each Party shall meet to resolve the dispute.

13 SIGNIFICANT REGULATORY CHANGE

The procedures set forth in this section shall apply in the event of a Significant Regulatory Change, as described below.

13.1 Significant Regulatory Change

A "Significant Regulatory Change," as this term is used in this section and this Agreement, shall be deemed to occur if FERC, the CPUC, the CAISO or any other agency or court having jurisdiction, the California Legislature, California Executive Office, or the United States Congress issues an order or decision or adopts or modifies a tariff or filed contract, or

enacts a law that significantly interferes with the ability of either Party to perform any of its obligations under this Agreement, including any market redesign which has significant effects on either Party's operations or economics under this Agreement.

Notwithstanding the above definition, if either of the following two circumstances occurs, then either Party may assert a claim that a Significant Regulatory Change under this section has occurred, regardless of whether the circumstance resulted from or was ordered by the FERC, CPUC, or any other regulatory body or agency or any court of competent jurisdiction or legislative body described above:

(a) PG&E becomes operator of, and dispatcher of electric energy in, the Balancing Authority Area in which PG&E's electric system in northern and central California is located, or if PG&E withdraws from the CAISO and provides transmission services pursuant to its own open access transmission tariff, or

(b) PPC becomes its own Balancing Authority or joins another Balancing Authority for all or a portion of its System.

13.2 Change in CAISO Functions or Scope

The Parties recognize that there may be a change in the functions performed by the

CAISO, or in the scope of a Party's facilities or System under the operational control of the CAISO, or the replacement of the CAISO with a regional transmission organization that may perform different functions or have a different scope than the CAISO had as of the Effective Date. Such a change shall not be deemed to be a Significant Regulatory Change unless the conditions described in the above Section 13.1 are satisfied. A transfer from PG&E to the CAISO of any functions contemplated in this Agreement shall only be considered a Significant Regulatory Change if the conditions described in Section 13.1 are satisfied.

13.3 Notification of Significant Regulatory Change

If at any time during the term of this Agreement either Party anticipates the occurrence of a Significant Regulatory Change, and if such change may reasonably be expected to materially affect either or both Parties' obligations or operations under this Agreement, such Party shall provide written notice to the other Party as soon as practicable. The notice shall contain a description of the change, including expected time schedules, in addition to describing expected effect of the significant change to that Party's System. If the Party giving notice believes that it will be necessary to amend this Agreement to address the anticipated change, then the notice to the other Party shall include a request that the Parties meet in order to negotiate an appropriate amendment to this Agreement. The Parties shall promptly enter into good faith negotiations in an attempt to achieve a mutually agreeable modification to this Agreement to address any such significant change, with the intent of perpetuating, to the extent possible under the circumstances, the goals, obligations and purpose of this Agreement.

13.4 Amendment of Agreement

If the Parties agree that an amendment to this Agreement is necessary to address a Significant Regulatory Change, as defined in this section, the Parties will proceed to negotiate such amendment. If the Parties have not reached agreement within sixty (60) calendar days of the date of their first meeting (whether in-person or remote?), any unresolved issues may be submitted for resolution through the dispute resolution procedures set forth in Section 23; provided that both Parties agree to such procedures.

After the sixty (60) day period stated above, if both Parties do not agree to or are unable to resolve the dispute using the procedures set forth in Section 23, either Party may, but is not required to, unilaterally initiate an appropriate proceeding respecting this Agreement with FERC pursuant to Sections 205 or 206 of the Federal Power Act ("FPA") to accommodate the Significant Regulatory Change, which proceeding could include a request for termination of this Agreement, and the other Party may exercise its rights under the FPA to protest or oppose such filing. In the event of filing for termination, PG&E shall make an appropriate regulatory filing of a replacement agreement such that the replacement agreement is effective contemporaneously with the termination date of this Agreement.

14 BILLING AND PAYMENT

14.1 Billing and Payment

The Parties shall bill each other for any Costs incurred pursuant to this Agreement or owed that they may agree on. Disputes relating to billing and Costs are to be resolved pursuant to the below Section 14.4. Payments shall be due thirty (30) calendar days after bills are received by the billed Party ("the Payment Due Date").

PPC shall pay PG&E Costs owed pursuant to this Agreement at:

Pacific Gas and Electric Company

P.O. Box 997300
Sacramento, CA 95899-7300

PG&E shall pay PPC Costs owed pursuant to this Agreement at:

Pittsburg Power Company

65 Civic Avenue
Pittsburg, California 94565

14.2 Interest on Overdue Bills

Overdue bills shall accrue interest from the Payment Due Date until the date full payment is made at the rate calculated in accordance with the methodology for refunds pursuant to Section 35.19(a) of FERC's Regulations 18 C.F.R. § 35.19(a), as such regulation may be changed or superseded.

14.3 Adjustments

All adjustments, billing errors, or the adjustment of advance or estimated billings to actual shall be resolved promptly, and, upon resolution, shall be promptly paid, or as the Parties may agree in writing, provided that all billing statements (excepting bills reflecting estimates subject to true-up under the provisions of this Agreement) shall be considered final and not subject to adjustment after three (3) years. Such adjustments shall be subject to the payment and interest calculation provisions of the above Section 14.2. Interest shall accrue on overpayments or underpayments from the Payment Due Date of the billing statement that was adjusted until the date the adjusted amount is paid at the rate determined by Section 14.2.

14.4 Disputed Amounts

PG&E and PPC shall endeavor to resolve any billing dispute within thirty (30) calendar days of a Party's receipt of the other Party's notice of dispute (or such extended period as the Parties may mutually establish in writing). If the Parties cannot agree, either Party may initiate dispute resolution pursuant to Section 23. All settlements of disputed amounts shall be subject to the provisions of Section 14.2. Interest shall accrue, pursuant to Section 14.2, from the date the disputed amount was due until the date such settlement is paid.

15 ACCOUNTING

15.1 Accounting Procedures

PG&E and PPC each shall record relevant Cost(s) and maintain its accounting records in accordance with Generally Accepted Accounting Practices and FERC Uniform System of Accounts, or any account standard mutually-agreed upon in writing by the Parties.

15.2 Audit Rights

For good cause and upon reasonable notice, each Party shall have the right to audit, at its own expense, the relevant records of the other Party for the limited purpose of determining whether the other Party is meeting its obligations under this Agreement and to comply with California law. Such audits shall be limited to only those records reasonably required to determine compliance with this Agreement. Each Party agrees to disclose the information obtained in such audit only to those persons, whether employed by such Party or otherwise, that are directly involved in the administration of this Agreement, or its designated representative. Each Party agrees that under no circumstances will it use any information obtained in such an audit for any commercial purpose or for any purpose other than assuring enforcement of this Agreement. The right of each Party to audit shall be limited to data for two (2) prior years from the date of the final payment under the Agreement or from the date of the questioned event, as applicable. At no cost to the Party initiating the audit, the Party that is the subject of the audit shall have an initial obligation to collect the relevant records it maintained in the normal course of business and consistent with Good Utility Practice that reflect or substantiate the Costs(s) that are the subject of the audit. Beyond this initial production of relevant documents, however, the Party being audited shall be entitled to reimbursement by the Party initiating the audit of the reasonable subsequent costs it incurs that are associated with any further audit activity. After the initial production of audit documents, at the request of the Party that initiated the audit, the Party that is being audited shall provide an estimate of the expected cost for which it would seek reimbursement for further audit activity.

16. ADVERSE DETERMINATION OR EXPANSION OF OBLIGATIONS

16.1 Adverse Determination

If, after the Effective Date, FERC or any other regulatory body, agency, legislature or court of competent jurisdiction determines that all or any part of this Agreement, its operation or effect is unjust, unreasonable, unlawful, imprudent or otherwise not in the public interest, each Party shall be relieved of any obligations hereunder only to the extent necessary to comply with or eliminate such adverse determination. The Parties shall promptly enter into good faith negotiations in an attempt to achieve a mutually agreeable modification to this Agreement to address any such adverse determination.

16.2 Expansion of Obligations

If, after the Effective Date, FERC or any other regulatory body, agency, legislature or court of competent jurisdiction orders or determines that this Agreement should be interpreted, modified, or significantly extended in such a manner that PG&E or PPC may be required to extend its obligations under this Agreement to a Third Party, or to incur significant new or different obligations to the other Party or to Third Parties not contemplated by this Agreement in a manner not anticipated by other agreements, then the Parties shall be relieved of their obligations only to the extent lawful and necessary to eliminate the effect of that order or determination, and the Parties shall attempt to renegotiate in good faith the terms and conditions of the Agreement to restore the original balance of benefits and burdens contemplated by the Parties as of the Effective Date.

16.3 Renegotiations

If, within three (3) months after an order or decision as described in the above Sections 16.1 and 16.2 the Parties either (1) do not agree that a renegotiation is feasible or necessary; or (2) the Parties cannot agree to amend or supersede this Agreement, then either Party may initiate dispute resolution in accordance with Section 23 of this Agreement. If the disagreement between the Parties cannot be resolved through the dispute resolution process set forth in Section 23, then either (a) PG&E may unilaterally file with FERC an amendment to this Agreement or a replacement agreement or (b) PPC may take any action before the FERC or elsewhere which it deems appropriate.

17 ASSIGNMENT

17.1 Consent Required

No transfer or assignment of the rights, benefits, duties or obligations of either Party under this Agreement shall be effective without the prior written consent of the other Party except as provided herein, which consent shall not be withheld unreasonably; provided, that this section shall not apply (1) to interests that arise by reason of any deed of trust, mortgage, indenture or security agreement heretofore granted or executed by any Party and (2) to the transfer of rights and obligations from PPC to a successor authorized by the Pittsburg City Council to provide retail electric utility service to which PPC has assigned its rights and obligations with respect to PPC's System. No partial assignment of the rights, benefits, duties or obligations of either Party shall be permitted under this Agreement unless otherwise agreed to by the Parties, however such consent shall not be required for an assignment to a successor in interest in the ownership of all or a significant part of PG&E's transmission system by reason of a reorganization pursuant to a plan of reorganization approved by the Bankruptcy Court or any other court having jurisdiction over PG&E's bankruptcy proceedings so long as the successor agrees to be, and is bound, by the obligations under this Agreement.

17.2 Assignee's Continuing Obligation

Any successor to, or transferee or assignee of, the rights or obligations of a Party, whether by voluntary transfer, judicial sale, foreclosure sale or otherwise, shall be subject to all terms and conditions of this Agreement to the same extent as though such successor, transferee, or assignee were an original Party.

18 CAPTIONS

All indices, titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the contents or scope of the Agreement.

19 CONSTRUCTION OF THIS AGREEMENT

Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party.

20 CONTROL AND OWNERSHIP OF FACILITIES

Nothing in this Agreement alters the existing ownership status, possession or control of facilities, Systems or property of the Parties.

21 COOPERATION AND RIGHT OF ACCESS AND INSPECTION

Each Party shall give to the other all necessary permission to enable it to perform its obligations under this Agreement. Each Party shall give the other Party the right to have its agents, employees and representatives, when accompanied by the agents, employees and representatives of the other Party, enter its premises at reasonable times and in accordance with reasonable rules and regulations and Applicable Requirements for the purpose of inspecting the Interconnection Facilities of the other Party in a manner which is reasonable for assuring the performance of the Parties under this Agreement.

22 DEFAULT

22.1 Termination for Default

If either Party breaches its material obligations under this Agreement, such breach shall constitute an event of default. If any Party defaults under this Agreement, the other Party may terminate this Agreement; provided that prior to such termination the other Party must provide the defaulting Party with written notice stating: 1) the Party's intent to terminate; 2) the date of such intended termination; 3) the specific grounds for termination; 4) specific actions which the defaulting Party must take to cure the default, if any; and 5) a reasonable period of time, which shall not be less than sixty (60) calendar days, within which the defaulting Party may take action to cure the default and avoid termination, provided there is any action which can be taken to cure the default. Termination shall not become effective without FERC's acceptance for filing of a notice of cancellation of this Agreement. Application of dispute resolution pursuant to Section 23 of this Agreement with regard to separate disputes shall not be deemed to limit the right to terminate this Agreement under this section.

22.2 Other Remedies for Default

The remedy under the above Section 22.1 is not exclusive, and subject to Section 23 of this Agreement either Party also shall be entitled to pursue any other legal, equitable or regulatory rights and remedies it may have in response to a default by the other Party.

23 DISPUTE RESOLUTION

The Parties shall make best efforts to resolve all disputes arising under this Agreement expeditiously and by good faith negotiation. Pursuant to Section 12, above, the Authorized Representative shall be the first and primary forum sought by the Parties to resolve all disputes relating to the terms, conditions, obligations and implementation of this Agreement. Where this Agreement specifically calls for resolution of disputes pursuant to this section, the Parties shall first attempt, in good faith to resolve the dispute by themselves, prior to pursuing dispute resolution pursuant to the provisions of Appendix A to this Agreement. In the event that informal dispute resolution fails to resolve any controversy, dispute or claim arising out of or related to this Agreement, either Party is entitled to obtain resolution of the dispute(s) pursuant to the terms of Appendix A.

24 GOVERNING LAW

This Agreement shall be interpreted, governed by and construed under the laws of the State of California, as if executed and to be performed within the State of California.

25 INDEMNITY

If a Claimant (as described in Section 4.1 of this Agreement) makes a claim or brings an action against a Party seeking recovery for loss, damage, costs or expenses resulting from or arising out of an Accident, the following shall apply to the extent permitted by law:

(a) That Party shall defend any such claim or action brought against it if the Claimant is an end-use customer of that Party;

(b) A Party ("Indemnitor") shall hold harmless, defend and indemnify, to the fullest extent permitted by law, the other Party, its directors or members of its governing board, officers and employees ("Indemnitee"), upon request by the Indemnitee, for all liability, claims, actions, suits, losses, and costs caused by, arising out of, or resulting from any Accident asserted or alleged by a Claimant that is an end-use customer of the Indemnitor and/or for all liability, claims, actions, suits, losses and costs asserted or alleged by a Claimant that is an end-use customer of the Indemnitor, caused by, arising out of, or resulting from failure of the Indemnitor to comply with or perform pursuant to the terms of this Agreement.

(c) No Party shall be obligated to defend, hold harmless or indemnify the other Party, its directors or members of its governing boards, officers and employees for Accidents resulting from the latter's acts or omissions involving gross negligence or willful misconduct, or on the part of that Party's employees, agents, or contractors. If a Party is required to enforce this indemnity duty and does so successfully, the Party against which enforcement is required (the Indemnitor) shall also pay all Costs, including reasonable attorneys' fees and other litigation expenses, incurred in such enforcement.

26 JUDGMENTS AND DETERMINATIONS

When the terms of this Agreement provide that an action may or must be taken, or that the existence of a condition may be established based on a judgment or determination of a Party, such judgment shall be exercised or such determination shall be made reasonably and in good faith, and where applicable in accordance with Good Utility Practice, and shall not be arbitrary or capricious.

27 LIABILITY

27.1 To Third Parties

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to, any Third Party.

27.2 No Consequential, Special or Indirect Damages from Breach

In the event of breach of this Agreement, neither Party, nor its directors, members of its governing board, officers, employees or agents shall be liable to the other Party for any

consequential, special or indirect damages.

27.3 Protection of a Party's Own Facilities

Each Party shall be responsible for taking reasonable measures to protect its facilities and

System from possible damage by reason of electrical disturbances or faults caused by the operation, faulty operation, or non-operation of another party's facilities, and such other Party shall not be liable for any such damage so caused.

27.4 Liability for Interruptions

Neither Party shall be liable to the other, and each Party hereby releases the other and its directors, members of its governing board, officers, employees and agents from, and indemnifies them to the fullest extent permitted by law for, any claim, demand, liability, loss or damage, whether direct, indirect or consequential, incurred by either Party, which results from the interruption or curtailment in accordance with i) this Agreement, ii) Good Utility Practice, or (iii) as directed by the applicable Balancing Authority, of power flows through a Point of Interconnection under this Agreement.

28 NO DEDICATION OF FACILITIES

Any undertaking by either Party under any provision of this Agreement is rendered strictly as an accommodation and shall not constitute the dedication by the first Party of any part or all of its System to the other, the public, or any Third Party. Any such undertaking by any Party under a provision of, or resulting from, this Agreement shall cease upon the termination of that Party's obligations under this Agreement.

29 LICENSE TO INSTALL FACILITIES

29.1 General.

Due to the interconnected nature of PG&E's and PPC's Systems, it may be necessary for one Party to install equipment on the other Party's property. Either Party ("Licensing Party"), upon reasonable request by the other Party ("Installing Party"), shall provide the Installing Party a license or licenses to construct, install, operate, maintain, inspect, test, read, check, replace and repair, upon the property of the Licensing Party, such facilities as are reasonably necessary for the performance of its obligations under this Agreement or for performing any other work incident to rendering the services provided under this Agreement. Said license shall be in form mutually acceptable to the Parties, and (a) shall not require payment of any license fee, except the Installing Party shall reimburse the administrative costs reasonably incurred by the Licensing Party in issuing the license and supervising the Installing Party's activities under license, and (b) shall be and remain in effect during the term of this Agreement and shall expire coincident therewith. Any facilities installed or constructed by the Installing Party, pursuant to such license or licenses shall be and remain the property of the Installing Party notwithstanding that they may have been affixed to the premises of the Licensing Party. The Installing Party shall have a reasonable time after the expiration of such license or licenses in which to remove the facilities so installed or constructed.

29.2 Requests.

If necessary to accommodate its own equipment, the Licensing Party may request that the Installing Party relocate its facilities within the property of the Licensing Party. Under such circumstances, the Licensing Party must designate and provide new space for the relocated facilities within its property, and the Installing Party shall be responsible for reasonable costs to relocate the facilities to the new location.

29.3 Refusal and Other Actions.

If the Licensing Party refuses to issue a license or, in the case in which a license has been issued but the Licensing Party has instructed the Installing Party to relocate its facilities without designating and providing a new space for the relocated facilities within its property, the Installing Party, at its discretion may either reconfigure the Point(s) of Interconnection such that the Installing Party's facilities will no longer be necessary or may refer the issue to Dispute Resolution under Section 23.

29.4 Grant of Access.

Where it is necessary for either Party to install any of its facilities on the other Party's premises pursuant to Section 29.1, the Licensing Party hereby grants the Installing Party supervised access to the Installing Party's premises at all reasonable hours for any purposes reasonably connected with the installed facilities.

30 NO OBLIGATION TO OFFER SAME SERVICE TO OTHERS

By entering into this Agreement to provide Interconnection Services to each other, and, in the case of PG&E, filing it with FERC, neither Party commits itself to furnish any like or similar undertaking to any other person or entity.

31 NO PRECEDENT

This Agreement establishes no precedent with regard to any other entity or agreement. Nothing contained in this Agreement shall establish any rights to or precedent for other arrangements as may exist, now or in the future, between PG&E and PPC for the provision of any Interconnection arrangement, Interconnection Service or any form of electric service.

32 NOTICES

32.1 Written Notices

Any notice, request, service application, declaration, demand, information, report, or item otherwise required, authorized or provided for in this Agreement shall be given in writing, except as otherwise provided in this Agreement, and shall be deemed properly given if delivered personally or by e-mail, or sent by first class United States mail or overnight or express mail service, postage or fees prepaid, to each of the persons specified below:

(1) To PPC:

Darin E. Gale
Executive Director
Pittsburg Power Company
65 Civic Avenue
Pittsburg, CA 94565
Email: dgale@pittsburgca.gov

With a copy to its general counsel

Donna Mooney
City Attorney
Pittsburg Power Company
65 Civic Avenue
Pittsburg, CA 94565
Email: dmooney@pittsburgca.gov

(2) To PG&E:

Satvir Nagra
Senior Director, Electric System Planning & Reliability
Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612-3534
Email: Satvir.Nagra@pge.com

With a copy to:

Michael Porter
Manager, EGI Wholesale Operations Electric Grid Interconnection
Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612-3534
Email: Michael.Porter@pge.com

32.2 Changes of Notice Recipient; E-mail Copy

Either Party may change its designation of the person who is to receive notices on its behalf by giving the other Party notice thereof in the manner provided in this section. No more than two persons shall be designated by a Party to receive notices. If notice is provided by means other than e-mail (specifically, personally, sent by first class United States mail or overnight or express mail service, postage or fees prepaid), a copy of the notice shall be concurrently provided by means of e-mail.

32.3 Routine Notices

Any notice of a routine character in connection with service under this Agreement or in connection with the routine operation of facilities shall be given as described in Section 32.1 or in such a manner as the Parties mutually determine is appropriate from time to time in writing, unless otherwise provided in this Agreement.

32.4 Reliance on Notice

Each Party shall be entitled under this Agreement to rely on the other Party's notice when given (or not given, when a Party fails to provide notice within the time prescribed) as having all necessary approvals of that other Party's management, Board of Directors or other governing body, and any notice (or failure to provide timely notice) hereunder shall be binding on the noticing Party and shall obligate that Party to make such payments or to perform such duties as are necessarily associated with the notice or, if a Party fails to provide timely notice, that failure to give notice.

33 RESERVATION OF RIGHTS

Nothing contained herein shall be construed as affecting in any way the Parties' rights under Sections 205 and 206 of the FPA or the regulations promulgated thereunder. The term "rates" as used herein shall mean a statement of rates and charges for or in connection with the services provided for in this Agreement, and all classifications, practices, rules or regulations that in any manner affect or relate to such, rates and charges. PG&E may unilaterally make application to FERC for a change in rates, including rate methodology and the terms and conditions of service, under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder. Either Party may seek changes to the terms of this Agreement pursuant to Section 206 of the FPA. Nothing contained herein shall be construed as affecting in any way the right of PPC to oppose such a change under Section 205 or Section 206 or FERC's rules and regulations or to exercise its rights under Section 206 of the FPA or FERC's rules and regulations.

34 RESPONSIBILITY FOR PAYMENTS

Both Parties shall be fully responsible and liable to each other for payments to be made under this Agreement. The Parties shall perform unconditionally and fully each and every obligation which each has under this Agreement; provided, that this Agreement shall not restrict any right either Party may otherwise have to pledge any of its revenues, funds, assets, rights, property or interests therein. The other Party's status as a creditor shall not be subordinate to the interest of any creditor, subject to any pledge or debt obligation, provision of law or existing obligations of a Party.

35 RULES AND REGULATIONS

PG&E and PPC, acting through the Authorized Representative, may each propose, from time to time, changes to such procedures, rules, or regulations as they shall determine are necessary in order to establish the methods of operation to be followed in the performance of this

Agreement or requirements of the Balancing Authority (or Balancing Authorities); provided, that any such procedure, rule, or regulation shall not be inconsistent with the provisions of this Agreement. If a Party objects to a procedure, rule, or regulation proposed by the other Party, it will notify the other Party and the Parties will endeavor to modify the procedure, rule, or regulation in order to resolve the objection. No such procedure, rule or regulation shall be adopted absent the mutual written consent of the Parties.

36 SEVERABILITY

If any term, covenant or condition of this Agreement or its application is held to be invalid as to any person, entity or circumstance, by FERC or any other regulatory body, or agency or court of competent jurisdiction, then only such term, covenant or condition shall cease to have force and effect to the extent of that holding. In that event, however, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect unless and to the extent that a regulatory agency or court of competent jurisdiction finds that a provision is not separable from the invalid provision(s) of this Agreement.

37 WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a default under the Agreement, or with respect to any other matter arising in connection with the Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with the Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right shall not constitute or be deemed a waiver.

38 UNCONTROLLABLE FORCES

A Party shall not be considered to be in default in the performance of any obligation under the Agreement (other than an obligation to make payments for bills previously rendered pursuant to the Agreement) when a failure of performance is the result of Uncontrollable Forces.

39 ENTIRE AGREEMENT AND AMENDMENTS

This Agreement reflects and represents the complete and exclusive statement of the terms of the Parties' agreement, and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions or communications that may have been made in connection with the subject matter of this Agreement. No representation, covenant, or other matter, oral or written, which is not expressly set forth, incorporated, or referenced in this Agreement (except for applicable laws and regulations) shall be a part of, modify, or affect this Agreement. This Agreement may be modified only by written agreement of the Parties.

40 NO THIRD-PARTY RIGHTS OR OBLIGATION

No right or obligation contained in this Agreement shall be applied or used for the benefit of any person or entity not a Party, as no such benefit was intended by the Parties.

41 WARRANTY OF AUTHORITY

Each Party warrants and represents that this Agreement has been duly authorized, executed and delivered by such Party and constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, or similar laws effecting the enforcement of creditor's rights and subject to equitable principles

42 APPENDICES INCLUDED

The following Appendices to this Agreement, as they may be revised from time to time by written agreement of the Parties or by order of FERC, are attached hereto and are incorporated by reference as if fully set forth herein:

Appendix A – Dispute Resolution and Arbitration

Appendix B – Point(s) of Interconnection and Designation of Interconnection Facilities

43 EXECUTION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by an authorized representative as of the dates set forth below, but effective as set forth above.

PITTSBURG POWER COMPANY

By:

Name:____

Title:_____

Date:_____

PACIFIC GAS AND ELECTRIC COMPANY

By:

Name:____

Title:_____

Date:_____

APPENDIX A

DISPUTE RESOLUTION AND ARBITRATION

A.1 NEGOTIATION AND MEDIATION

As provided in Section 23, upon the failure of the Parties to resolve disputes between themselves pursuant to that Section, the Parties agree to seek resolution of any controversy, dispute or claim arising out of or related to this Agreement by good faith negotiation before resorting to other methods of dispute resolution. In the event that negotiations between the Parties have failed, but before initiating arbitration proceedings under this Appendix A, the Parties may, by mutual assent, decide to seek resolution of a dispute through mediation. If this occurs, the Parties shall meet and confer to establish an appropriate timetable for mediation, to pick a mediator, and to decide on any other terms and conditions that will govern the mediation. If, after forty-five (45) calendar days from the date the Parties first met and conferred, the Parties are unable to select a mediator, mediation date and to establish the terms and conditions controlling the mediation, or if a mediation conducted between the Parties fails to resolve the dispute(s), either or both of the Parties may seek arbitration by providing notice to the other Party. If neither Party seeks arbitration within the time period specified in the immediately preceding sentence, then each Party may resort to whatever right or remedy is available under this Agreement, or at law or in equity, to resolve the dispute.

A.2 TECHNICAL ARBITRATION

The Parties agree to seek expedited resolution of arbitrable disputes arising under this Agreement that are technical in nature. Technical disputes may include, without limitation, disputes centered on engineering issues involving technical planning studies, the need for and cost of certain facilities, and the capacity of a Point(s) of Interconnection. Such technical issues may be resolved through expert application of established technical knowledge and by reference to Good Utility Practice and industry standards.

The Party initiating arbitration pursuant to Section A.3 below shall indicate in its notice to the other Party whether it regards the dispute to be technical in nature. If both Parties agree that a dispute is technical in nature, then the Parties shall meet and confer to develop an appropriate timetable and process for expedited resolution of the dispute by a neutral expert, or "technical arbitrator". If the Parties cannot agree that a dispute is technical in nature, or if they cannot agree on a neutral arbitrator, then either Party may submit the dispute to arbitration under the procedures set forth in Appendix A, Section 3 below.

A.3 ARBITRATION

A.3.1 Notices And Selection Of Arbitrators

In the event that a matter or issue is subject to arbitration under Section 23 and this Appendix, an aggrieved Party shall initiate arbitration by sending written notice ("Notice") to the other Party. Such Notice shall identify the name and address of an impartial person to act as an arbitrator for the dispute. If either Party takes the position that the dispute is not arbitrable, either Party shall take the dispute to FERC for resolution. Within ten (10) Business Days after receipt of Notice, the other Party shall, if it agrees that the dispute is properly arbitrable, provide the aggrieved Party with a written notice ("Second Notice") stating the name and address of a second impartial person to act as an arbitrator of the dispute. If the same name or names appear on both lists, the two named arbitrators shall appoint one of the persons named on both lists as the third arbitrator. If no name appears on both lists, the two named arbitrators shall select a third arbitrator from either list, or independently of either list. In any event, the two named arbitrators shall select a third arbitrator within twenty-one (21) calendar days of receipt of the lists provided by each of the Parties. Each arbitrator selected under these procedures shall be a person experienced in the construction, design, operation or regulation of electric power transmission or distribution facilities, as applicable to the issue(s) in dispute.

A.3.2 Procedures

Within fifteen (15) Business Days after appointment of the third arbitrator, or on such other date to which the Parties may agree in writing, the arbitrators shall meet with the Parties, either in person or telephonically, to consider and to determine the procedures that are to be followed in conducting the arbitration, including, without limitation, such procedures as may be necessary for the taking of discovery, giving testimony and submission of written arguments and briefs to the arbitrators. Unless otherwise mutually agreed by the Parties in writing, the arbitrators shall determine and disclose within five (5) Business Days of such meeting the arbitration procedures and schedule, based upon the purpose of the Parties in conducting arbitration under Section 23 and this Appendix A of this Agreement, specifically, for the purpose of utilizing the least burdensome, least expensive and most expeditious dispute resolution procedures consistent with providing each Party with a fair and reasonable opportunity to be heard. If the arbitrators are unable unanimously to agree to the procedures and schedule to be used in the arbitration, the arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association.

A.3.3 Hearing, Decision and Rights of Appeal

After giving the Parties due notice of hearing and a reasonable opportunity to be heard, the arbitrators shall hear the dispute(s) submitted for arbitration and shall render their decision with ninety (90) calendar days after appointment of the third arbitrator or such other date selected upon the mutual agreement of the Parties. If the Parties are unable to agree upon an alternative date, the arbitrators' proposed schedule will control. The arbitrators' final decision shall be made in writing and signed by no less than two of the three arbitrators. The arbitrators' decision shall be final and binding upon the Parties subject to their rights to appeal the decision to FERC or any court of competent jurisdiction as permitted by California law, particularly the California Arbitration Act (CAA). Judgment may be entered on the decision in any court of competent jurisdiction or, if appropriate, at FERC upon the application of either Party.

A.3.4 Expenses

Both Parties shall share the cost of the arbitration process equally up to and including the arbitration hearing, although any costs, fees and expenses associated with any Party's attorney(s), witness(es) or specialist(s) are the direct responsibility of that Party. As part of the arbitrators' final decision, the arbitrators must determine which Party prevailed in the arbitration and must allocate the fees and costs of the arbitration, including the fees of the arbitrators, along with reasonable attorney's fees and other reasonable costs and expenses, to the prevailing Party.

APPENDIX B

The purpose of this Appendix B is to: (a) describe the Points of Interconnection and Points of Change of Ownership applicable to the Interconnection; (b) describe various Interconnection Facilities, including the Direct Assignment Facilities and Reliability Upgrades, to be constructed by the Parties; (c) describe the respective scopes of work, time-line and suspension rights with regard to the construction of the specified Interconnection Facilities; and (d) describe, in lieu of a separate Transmission Facilities Agreement between PG&E and PPC, the payment obligations and timing with regard to the specified Interconnection Facilities. The material set forth in this Appendix B is based on the Facility Study Report prepared by PG&E and dated November 4, 2024 (the "FAS").

A. POINTS OF INTERCONNECTION AND POINTS OF CHANGE OF OWNERSHIP

1. POINTS OF INTERCONNECTION (POIs):

The POIs shall be located in the PG&E Switchyard (defined below) to be owned by PG&E and specifically on the GIS Breaker-And-A-Half (BAAH) Bus, one on each Bay, where the Load-Tie Lines (defined below) connect with the respective GIS Bus. The POIs are designated in the single-line diagram presented below as Figure 1.

2. POINTS OF CHANGE OF OWNERSHIP (PCOs):

The PCOs shall be located where the Load-Tie Lines terminate at the dead-end structures installed at the PPC Substation (defined below) to be owned by PPC. The PG&E-owned facility (the PG&E Switchyard) and PPC-owned facility (the PPC Substation) should be fenced separately with access gates and roadways. The PCOs are designated in the single-line diagram presented below as Figure 1.

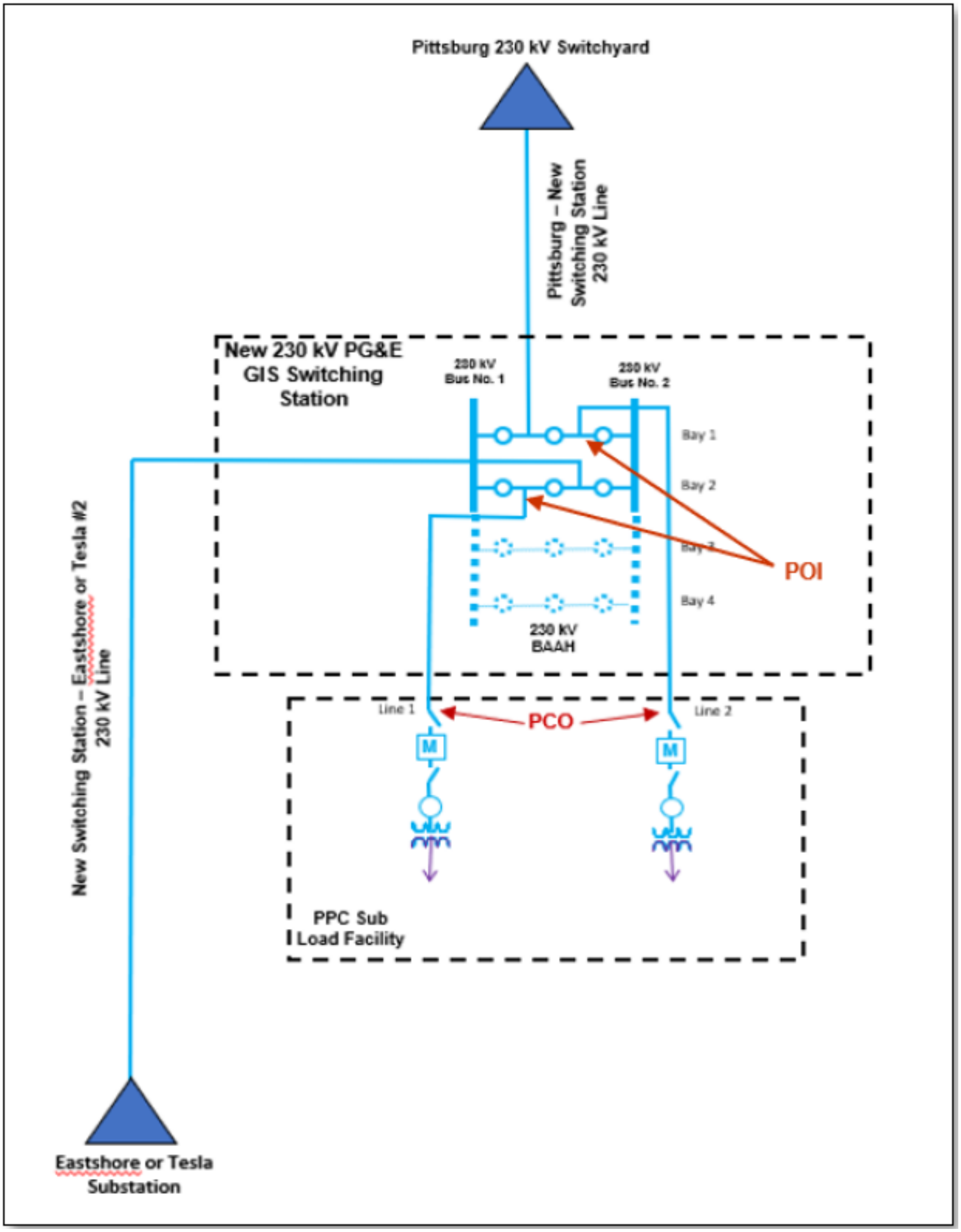

Figure 1: Single Line Diagram of Points of Interconnection and Points of Change of

B-2

Ownership

B. DESCRIPTION OF INTERCONNECTION FACILITIES

1. Background

PPC plans to provide retail electric service to a new commercial facility in Pittsburg, CA (the "Tech Park Project"). The Tech Park Project site is to be located approximately 2 miles south of PG&E's Pittsburg Power Plant Substation on Golf Club Drive, south of Highway 4 in Pittsburg, CA. To electrically interconnect and serve the Tech Park Project, PPC submitted an Interconnection application to PG&E requesting that the Tech Park Project be served by PPC from PG&E's neighboring 230 kV PG&E transmission lines. PPC anticipates an ultimate peak demand of 99 MW for the Tech Park Project by January 2029, with a power factor of 0.976 lagging or better. The Interconnection of the Tech Park Project requires the construction of various Interconnection Facilities under this Agreement, as set forth below. The Interconnection Facilities and scope described in this Appendix B are based on conceptual, preliminary engineering and design set forth in the FAS. Such descriptions are subject to modification to reflect the actual facilities constructed and installed following PG&E's final approval on engineering and design, complete identification and evaluation of field conditions, and compliance with applicable environmental and permitting requirements.

Figure 2: Pittsburg Power Company Load Forecast

Month/Year	MW
8/1/2026	16
10/31/2026	23
1/30/2027	32
5/1/2027	39
8/1/2027	48
10/31/2027	55
1/30/2028	65
4/30/2028	72
7/31/2028	82
10/30/2028	89
1/29/2029	99

2. Reliability Upgrades

The Reliability Upgrades associated with the Interconnection, all of which are described in more detail below, shall consist of: (a) the PG&E Switchyard; (b) the Tie-Line Looping and Networking; (c) the Pittsburg Substation Upgrades; and (d) the Tesla Substation Upgrades

a. PG&E Switchyard

The Interconnection of the Tech Park Project requires the construction of a new 230 kV Gas Insulated Substation ("GIS") switching substation (the "PG&E Switchyard"). The PG&E Switchyard will be located on the southeast side of the Tech Park Project site and will be looped and networked on the Pittsburg-Tesla #2 230 kV line near tower 001/011, adjacent to the Tech Park Project site. The PG&E Switchyard will be owned and operated by PG&E, but designed, constructed, and permitted by PPC, or its agent, pursuant to PG&E's design standards and requirements and paid for by PPC as a Reliability Upgrade, under Section 8.1.2 of the TO Tariff.

The PG&E Switchyard will consist of two 230 kV Bays in Breaker-And-A-Half (BAAH) configuration with an expansion capability, as requested by PG&E, to a total of four 230 kV Bays. The additional two will be reserved to address future load growth and developments in the area that will be served by PG&E's Electric System or PPC's Electric System, as applicable. For the Tech Park Project, and as further described in the FAS, the PG&E Switchyard will house six 230 kV breakers, two 230 kV buses, six high speed ground switches, and (tentatively) sixteen disconnects. Two Load-Tie Lines from the PG&E Switchyard (designated as Direct Assignment Facilities below) will be used to feed the 230 kV/34 kV transformers located at the PPC Substation (defined below). The PG&E Switchyard will house the necessary electrical equipment associated with protection, control, communication / information technology and automation requirements, consistent with Good Utility Practice. All relaying must include primary and secondary high-speed protection. Telemetry requirements for the PG&E Switchyard will be established in accordance with Good Utility Practice.

b. Tie-Line Looping and Networking

The PG&E Switchyard will be looped and networked on PG&E's Pittsburg-Tesla #2 230 kV transmission line. For looping the PG&E Switchyard, PG&E's 230 kV transmission line facilities in the vicinity of the PG&E Switchyard site will require upgrade. The upgrade will consist largely of modification of existing circuits to loop the PG&E Switchyard, the addition of two new conductor line segments, and the addition of necessary T-line structures. PG&E will install, own and operate the new conductor line segments to feed and loop the PG&E Switchyard. The minimum Summer Normal and Summer Emergency ratings for the new T-line segments shall be 684 MVA at 2 ft/sec wind speed. The Tie-Line Looping and Networking shall be installed, owned and operated by PG&E, and paid for by PPC as a Reliability Upgrades under Section 8.1.2 of the TO Tariff.

c. Pittsburg Substation Upgrades

The Pittsburg Substation Upgrades shall be installed, owned and operated by PG&E and paid for by PPC as a Reliability Upgrade under Section 8.1.2 of the TO Tariff.

d. Tesla Substation Upgrades

The Tesla Substation Upgrades shall be installed, owned and operated by PG&E and paid for by PPC as a Reliability Upgrade under Section 8.1.2 of the TO Tariff.

3. Direct Assignment Facilities

The Interconnection of the Tech Park Project will require the construction of a transformer substation (the "PPC Substation") that shall be constructed by PPC, or its agent, and owned by PPC. The Direct Assignment Facilities, which are described in more detail below, shall consist of the Load Tie Lines.

a. Load Tie Lines

The PPC Substation shall be connected to the PG&E Switchyard via two new 230 kV lines (the "Load Tie Lines"). PPC, or its agent, will engineer, procure, and construct the Load Tie Lines. Common CB 52-1 and 52-2 disconnect switches are required to protect the Load Tie Lines. The fault-interrupting equipment should be located to minimize the amount of third-party equipment protected by PG&E equipment. Each Load Tie Line shall be approximately 0.1 miles in length with 954 ACSR or equivalent conductors. Both Load Tie Line disconnects (89-1A and 89-2A) shall be the PCO (Points of Change of Ownership). The Load Tie Lines shall terminate at the 230 kV power circuit breakers with full fault interrupting capability at the third-party facility. Due to the short length for each Load Tie Line, PPC shall install a fully redundant line current differential protection scheme to protect the Load Tie Lines.

4. PPC Interconnection Facilities

The PPC Interconnection Facilities, which are described in more detail below, shall have the following telemetry and power factor requirements:

A. Telemetry Requirements

Provide the following Telemetered Points Per TIH Section L2 for loads 1 MW or greater at the high side (POI) of PPC 230/38 kV Banks No. 1 and 2: MW, MVAR, KV and Breaker Status

B. Power Factor Requirements

Maintain 0.97 lagging to .99 leading power factor per CAISO Tariff.

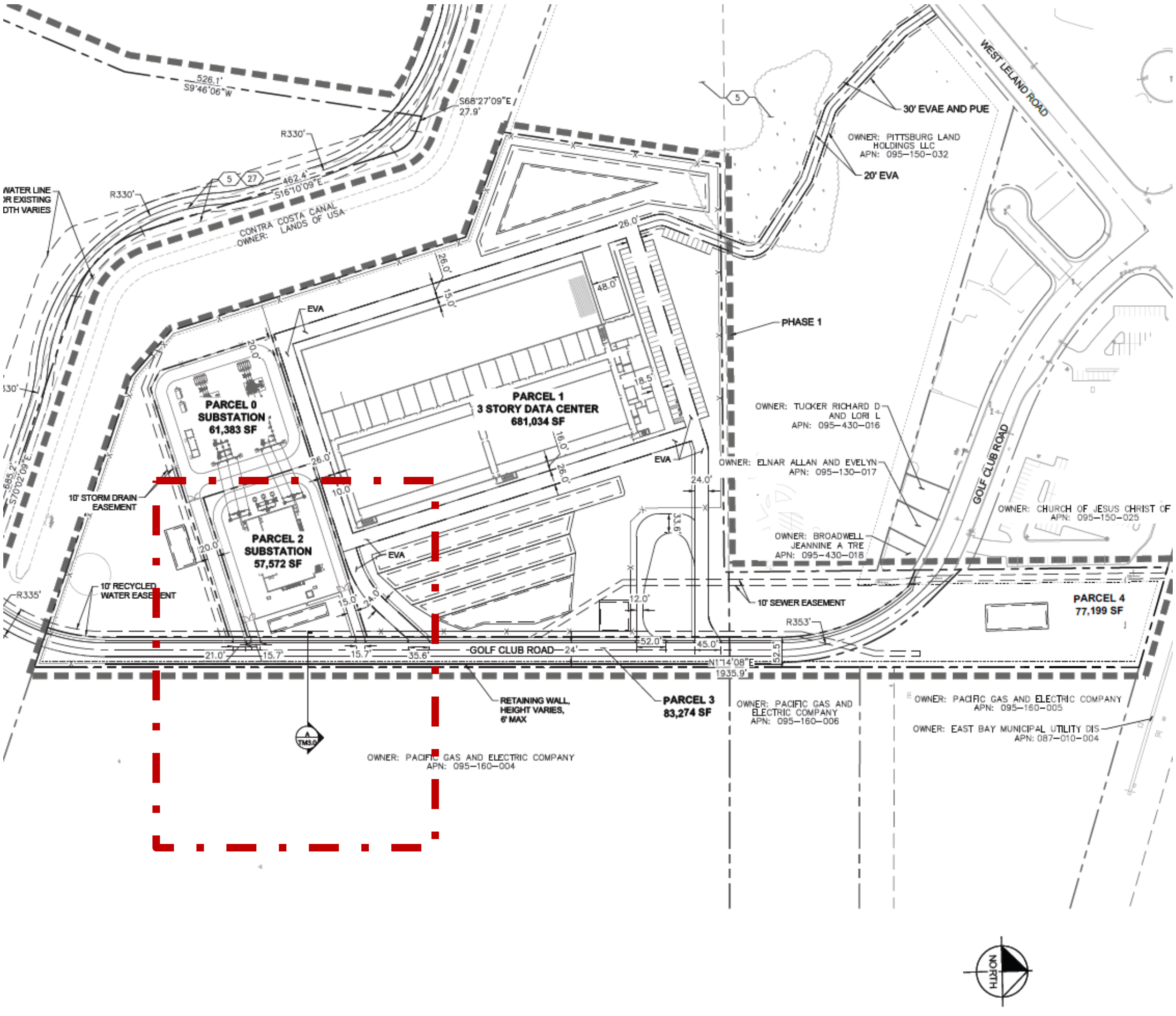

Figure 3: Overhead View to Customer Location

B-7

5. Scope of Work

a. Reliability Upgrades

i. PG&E Switchyard

- Install six (6) 230 kV circuit breakers with required disconnect switches for BAAH configuration
- Install 6 High Speed Ground switches (Bus 1, Bus 2 and 4 lines) with 2 Bay PTC BAAH substation; depending on Operations desire to Interlock switching operations SEL-2411 can be used. To interlock 6 HS-GRD switches total six SEL-2411 relays required
- Install fourteen (14) 230 kV CCVTs
- Install Protection and Control (MPAC) inside GIS Enclosure
- Install 2-Sets A/Set B 230 kV High Impedance Bus Differential
- Install SMP relay package for breaker control (6 sets)
- Install SMP Relays for two 230kV Source Lines (Set A & B SEL 411Ls)
- Both Line protection schemes will be Line Current Differential (LCD)
- Two (2) redundant and diverse communication channels between Pittsburg Substation and the PG&E Switchyard for LCD relays
- Two (2) redundant and diverse communication channels between Telsa Substation and the PG&E Switchyard for LCD relays
- Install SMP LCD Relays for the PPC's 230 kV load lines (Set A & B SEL 411Ls)
- Install two (2) redundant and diverse communication channels for LCD relays between the PG&E Switchyard and the PPC Substation
- Properly size Switchyard enclosure and control room to accommodate future Switchyard diameters and control room relay panels for the ultimate 230 kV arrangement (4-Bay BAAH ultimate)
- Install separate room inside the Switchyard enclosure to house Switchyard's DC battery system

ii. Tie Line Looping and Networking

This work would consist of two new 230 kV transmission line segments to loop between PG&E's existing Pittsburg-Tesla #2 230 kV line to the PG&E Switchyard. Each new line segment would consist of approximately 200 circuit- feet of aluminum concentric-stranded conductor supported on a new lattice steel tower.

Tie Line Looping and Networking Assumptions:

- The PG&E Switchyard will be oriented so that the new line segments can approach from the East.
- Remove one existing suspension type 3G lattice steel tower**.**
- Install one new dead-end type G94 lattice steel tower with tap arms.
- Install eight new dead-end type SCH lattice steel towers.
- Install approximately 400 circuit-feet of new conductor.

iii. Pittsburg Substation Upgrade

Pittsburg Substation Upgrade Assumptions:

Pittsburg 230 kV Bus Section E MPAC building is on site and protection relays are ready for Pittsburg-Tesla #2 230 kV line terminal:

- New Relay and Breaker controls to be installed in a new MPAC building (existing PG&E project)
- Two (2) redundant and diverse communication channels currently exist between the Pittsburg Substation and the new PG&E Switchyard.
- Reconfigure communication between the Pittsburg Substation and the new PG&E Switchyard as needed per Protection and IT requirements.
- Connect relays for remote communications per automation requirements.

iv. Tesla Substation Upgrade

- CB2422/2522 Line Relays were recently upgraded to SMP standard in the new MPAC building recently installed.
- Two (2) redundant and diverse communication channels currently do exist between the Telsa Substation and the Pittsburg Substation; IT will need to reconfigure the communications to route to the PG&E Switchyard.
- Reconfigure IT communications between the Tesla Substation and the PG&E Switchyard as needed.

b. Direct Assignment Facilities

i. Load Tie 230 kV Line #1 PPC Substation:

- Set A SEL 411L and SET B SEL 411L line current differential, step distance and directional ground overcurrent relays with the same firmware version as that installed at PPC transformer Bank 1 High side CB 52-1.
- The communication medium outside the substation physical perimeter for SET A and Set B shall be designed to eliminate the risk of both protection devices being disabled simultaneously by a single event or condition. In addition, physical separation of the communication media shall be ten feet at a minimum (utilization of the same structure would have to be evaluated). In cases where constraints do not allow three feet separation, this distance may be reduced if a proposed alternative design can achieve comparable physical protection of the communication medium. Fibers coming to control building should enter the building from the opposite sides or be separated by at least ten feet.
- SEL 451 for breaker control, as needed
- Install SMP Current Differential line relay scheme on the customer tie line at PPC Bank 1 High side breaker CB 52-1.
- Set A SEL 411L and SET B SEL 411L line current differential, step distance and directional ground overcurrent relays with the same firmware version as that installed at the PG&E Switchyard.
- SEL 451 for breaker control, as needed.

ii. Load Tie 230 kV Line #2 PPC Substation:

Install SMP Current Differential line relay scheme on the PPC Load Tie Line from the PG&E

Switchyard.

- Set A SEL 411L and SET B SEL 411L line current differential, step distance and directional ground overcurrent relays with the same firmware version as that installed at PPC transformer Bank 2 High side CB 52-2.
- The communication medium outside the substation physical perimeter for SET A and Set B shall be designed to eliminate the risk of both protection devices being disabled simultaneously by a single event or condition. In addition, physical separation of the communication media shall be ten feet at a minimum (utilization of the same structure would have to be evaluated). In cases where constraints do not allow three feet separation, this distance may be reduced if a proposed alternative design can achieve comparable physical protection of the communication medium. Fibers coming to control building should enter the building from the opposite sides or be separated by at least ten feet.
- SEL 451 for breaker control, as needed.

- Install SMP Current Differential line relay scheme on the customer tie line at PPC Bank 2 High side breaker CB 52-2.
- Set A SEL 411L and SET B SEL 411L line current differential, step distance and directional ground overcurrent relays with the same firmware version as that installed at the PG&E Switchyard.
- SEL 451 for breaker control, as needed.

iii. **Land Scope of Work:** Land scope will be determined during detailed engineering.

c. PPC Interconnection Facilities

PPC will serve its retail load through two new 230/34 kV 100 MVA power transformers (one on each Load Tie Line), which shall be Delta connected on the PG&E side and Wye-Grounded on PPC's side, consistent with Good Utility Practice. All protective devices and relays must be utility grade, fully redundant and PG&E approved consistent with Good Utility Practice, which approval shall not be unreasonably withheld or delayed.

6. Suspension of Work

PPC reserves the right, upon written notice to PG&E, to suspend at any time all work by PPC and/or PG&E associated with the construction and installation of the Interconnection Facilities required under this Agreement with the condition that PG&E's Electric System and PPC's Electric System shall be left in a safe and reliable condition in accordance with Good Utility Practice and PG&E's safety and reliability criteria. If PPC requests suspension of work by PG&E, prior to canceling or suspending any material, equipment or labor contract, PG&E shall obtain PPC's prior authorization. If PPC requests suspension of work by PG&E required under this Agreement and has not requested PG&E to recommence the work required under this Agreement on or before the expiration of three (3) years following commencement of such suspension, this Agreement shall be deemed terminated. The three-year period shall begin on the date that PG&E commences with suspension of the work as requested by PPC.

7. Permitting

In order to establish PPC's proposed Interconnection to serve the Tech Park Project, it is assumed that PPC will include the work scope for all Interconnection Facilities including Interconnection Facilities to be constructed by PPC, or its agent, and transferred to PG&E) in PPC's environmental reports/applications submitted to the lead agency permitting projects to be located within the Tech Park Project (e.g., California Energy Commission or applicable local, state or federal permitting agency, such as the Bureau of Land Management), and that such agencies will review the potential environmental impacts associated with the work scope of the Interconnection Facilities in any environmental document issued. This may enable PG&E to proceed "exempt" from the CPUC's permitting requirements or under an "expedited" PTC or CPCN, as described in CPUC General Order 133-E. However, depending on certain circumstances, the CPUC may still require PG&E to undergo a standard PTC or CPCN for the Reliability Upgrades work. PG&E may also be required to obtain other authorizations for work related to Reliability Upgrades to be installed and constructed by PG&E.

8. Testing

Where it may be necessary to test protection equipment on PPC's customers' premises in the future, PPC shall cooperate with PG&E in gaining the right of ingress and egress to and from customers' premises at all reasonable hours in order to perform testing of the protection equipment owned by PPC on transmission lines owned by PG&E. Testing shall be coordinated with and performed in the presence of a PPC representative. Any new electric extensions and connections, capacity upgrades to existing facilities, conduits, and substructures, and the maintenance of facilities, conduits, and substructures provided by PG&E under this Agreement shall be installed and made in accordance with fundamental design, installation, ownership, and maintenance provisions of Applicable Requirements and Good Utility Practice as defined in Sections 4.4 and 4.21, respectively, and as described in

Sections 9, Principles of Interconnection, and 10, Operation and Maintenance Obligations, of this Agreement.

9. Cost Estimate Summary and Table

A cost estimate summary and estimated time for constructing the Interconnection Facilities are provided below. It should be noted that these cost estimates do not include any costs related to land, permitting and IT modifications. The IT modifications scope and costs will be identified during detailed engineering. PPC shall be solely responsible for all costs associated with the design, procurement, construction, and commissioning of the Interconnection Facilities necessary to facilitate PPC's request to interconnect to serve the Tech Park Project. If PG&E anticipates that its actual costs are expected to exceed the cost estimates stated below, as soon as reasonably practicable but in any event prior to incurring costs in excess of the cost estimates, PG&E shall provide a revised cost estimate and meet and confer with PPC for the purpose of reviewing and agreeing upon the revised cost estimate.

Table 1. Cost Estimate Summary:

Location	Description	Upgrades for Interconnection					
PPC location	**Scope at**	**New Substation**	**Transmission Line Upgrades**	**Remote End Upgrades**	**Estimated Total Cost for Interconnection with AACE Class 5 Contingency**	**Estimated Duration in Months**	**Party Responsible to Construct and/or Install**
Reliability Upgrade New Switching Station	2 Bay (4 bay ultimate) 230 kV GIS Switching Station	$132.0M (sections 2.a and 5.a.i)			$132.0M ($66M-$264M)	60	PPC, or its agent
Reliability Upgrade Tie Line Loop	Loop New GIS Switching Station into the Tesla-Pittsburg #2 230 kV line		$7.0M (sections 2.b and 5.a.ii)		$7.0M ($3.5M-$14M)	60	PG&E
Direct Assignment Facilities Load Tie Lines to PPC	Load Tie Line connections to GIS Switching Station & overhead span to PPC,		$0.2M (section 3.a)		$0.2M ($100K-$400k)	60	PG&E and PPC, or its agent*
Direct Assignment Facilities Load Tie Lines to PPC	SMP LCD Relays, comm paths for each 230 kV Load Tie Line.	$8.0M (sections 3.a, and 5.b.i and 5.b.ii)			$8.0M ($4.0M-$16.0M)	60	PG&E and PPC, or its agent*
Pittsburg Substation	Reconfigure SMP LCD Relays with redundant communication paths			$1.0M (sections 2.c, 5.a.iii)	$1.0M ($500K-$2.0M)	36	PG&E

Location	**Description**	**Upgrades for Interconnection**					
PPC location	**Scope at**	**New Substation**	**Transmission Line Upgrades**	**Remote End Upgrades**	**Estimated Total Cost for Interconnection with AACE Class 5 Contingency**	**Estimated Duration in Months**	**Party Responsible to Construct and/or Install**
Tesla Substation	Reconfigure SMP LCD Relays with redundant communication paths			$1.0M (sections 2.d, 5.a.iv)	$1.0M ($500K-$2.0M)	36	PG&E
PPC Interconnection Facilities Customer Site (IF)	Install Metering, EMS & SCADA			$515k (sections 4 and 5.c)	$515K ($257.5K-$1.03M)	24	PPC, or its agent
Total Cost					**$149.715M ($74.86M-$299.43M)**		

* *Parties note that, with respect to the indicated load tie lines, the intent is for PPC (or its agent) to design and procure the necessary equipment but that PG&E personnel will install and commission. Coordination on scope and cost to be mutually agreed during design.*

10. ITCC AND PAYMENT SCHEDULE

PPC's liability for the income tax component of contributions ("ITCC") in connection with the transactions contemplated by this Agreement shall equal the product of (i) the gross income recognized by PG&E for U.S. federal income tax purposes with respect to the contributed Reliability Upgrades and Direct Assignment Facilities (together, the "Contributed Property Basis" as further defined below) multiplied by (ii) the "Gross-up Percentage" (as defined below). The "Gross-up Percentage" shall equal the tax factor determined in accordance with "method 5," as set forth in CPUC Decision 87-09-026 for the year in which the Reliability Upgrades and Direct Assignment Facilities are actually contributed to PG&E as evidenced by the energization of the associated facilities ("Contribution Date"). The "Gross-up Percentage" shall be presumed to be the percentage set forth in PG&E's electric tariffs accepted by the CPUC for taxable contributions in aid of construction (which percentage is currently, 24%). The "Contributed Property Basis" shall be determined on the basis of the actual capitalized costs as reasonably documented by PPC with regard to the scope to be contributed to PG&E. As of the Effective Date, the total estimated cost of $149,715,000 is subject to ITCC tax.

PG&E has provided a total estimated cost of $10,200,000 for performing the work detailed in Table 1 above in the column labeled "Party Responsible to Construct and/or Install." PPC will make installment payments as set forth below.

A. Upon execution of this Agreement, PG&E shall invoice PPC, payable within thirty (30) days of receipt, for $150,000 to engage a project manager to perform the engineering scope contemplated in Table 1 and to cooperate with PPC or its agents on the scope of work under this Agreement.
B. No earlier than thirty (30) days prior to the start of construction activities, such as the procurement of long lead time materials, PG&E shall invoice PPC, payable within thirty (30) days of receipt, for $10,050,000 to construct PG&E's scope of work under this Agreement.
C. On the Contribution Date, PG&E shall invoice PPC, payable within sixty (60) days of receipt, for the ITCC.

The final cost to complete the work will be based on actual cost incurred. PG&E will provide PPC a record of actual costs incurred for performing PG&E's scope of work within one hundred eighty (180) days after the work is completed. PG&E will invoice PPC the remaining balance if the actual cost incurred is higher than the estimated $10,200,000, provided that actual costs shall not deviate from the estimated costs more than 10% without the prior written consent of PPC. If the actual cost incurred is less than the estimated $10,200,000, PG&E will return the balance to PPC within thirty (30) days of such determination.

Table 2. PAYMENT SCHEDULE

Estimated Cost due to PG&E	**Estimated PPC Costs (including IC-Built Switching Station) – Subject to ITCC**	**Total Estimated Direct Assignment and Reliability Network Upgrades Cost – Subject to ITCC**	**Estimated Applicable ITCC (24% Current Rate) due upon Contribution Date**	**Total Estimated Project Cost including ITCC**
$10,200,000	$139,515,000	$149,715,000	$35,931,600	**$185,646,600**

11. Cost of Ownership Charges

Cost of Ownership charges apply to Interconnection Facilities identified in this Appendix and listed in the table below. Cost of Ownership will be invoiced to PPC upon project completion and energization based on actual costs incurred.

Table 3. Estimated Monthly Cost of Ownership:

Direct Assignment Facilities Financed By:	Application Base		Current Percentage Rate
PPC	Estimated Cost of Direct Assignment Facilities installed by PG&E	$8,200,000	x 0.61%/ mo.
	Estimated Monthly Cost of Ownership Charge		**$50,020/ month**

Estimated Equivalent of One Time Charge (in lieu of estimated monthly Cost of Ownership Charge)

☐Check here if applicable

$50,020/mo x 12 months x 14.73 (present worth factor) = $8,841,535.20

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: March 2, 2026

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 7:00 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Mayor Adams led the Pledge of Allegiance.

PRESENTATIONS

1. New Business Introductions

Mayor Adams noted for the record that this presentation would be pulled from the agenda, and there would be no presentation. She moved on to proclamations.

PROCLAMATIONS

2. Think Pittsburg – Lumpy's Diner

3. Women's History Month

4. Red Cross Month

CITY MANAGER REPORTS/REMARKS

City Manager Gale provided comments regarding the MLK event hosted by Los Medanos Community College. He congratulated the award recipients as well as Kolette Simonton, Director of Recreation, who was a keynote speaker. Lastly, he thanked Public Works staff for all their hard work during the rain to ensure the community did not experience any floods.

PUBLIC COMMENTS

The following speakers provided comments in support of Arts Contra Costa County:

Ben Miyaji
Jenny Balisle
Alexander Finn

COMMITTEE REPORTS

Council Member Kobata attended the Life Enrichment Subcommittee meeting and the MCE Clean Energy meeting.

Council Member Banales attended the Finance Subcommittee meeting.

CONSIDERATION

5. Adoption of a City Council Resolution Amending the 2025-2028 Senior Executive Team Salary and Benefits Schedule

Before acting on the item, Mayor Adams read the following into the record as required by Senate Bill 707.

"Per Government Code Section 54953(d)(3)(A), for agenda item #5, it is recommended to amend the Senior Executive Team Salary & Benefits Schedule. Positions within this group are "At-Will" and serve at the pleasure and direction of the City Manager. The recommended action is to eliminate individual employment agreements and clarify City Council approved benefits for senior executives. The proposed changes to the Schedule include terms for cell phone and equipment allowances, work schedules, auto allowance, termination and severance pay, and a limited amendment to retiree medical. Additionally, in preparation for the recruitment of the Chief of Police, staff proposes to eliminate incentive pay and align salary within 5% of the labor market rate."

On Motion by Member Killings, seconded by Member Banales and adopted unanimously.

CONFLICT OF INTEREST STATEMENT

There were no Conflict-of-Interest Statements.

Before voting on the consent calendar, Mayor Adams read the following into the record as required by Senate Bill 707.

"Per Government Code Section 54953(d)(3)(A) and in accordance with Title 2 of the California Code of Regulations, Section 570.5, for agenda item #11, it is recommended to amend the master pay schedule to include previously approved positions and compensation. Amendments to the master pay schedule include modification to the Chief of Police salary range to a maximum of $26,121 per month; and the addition of the classification of Principal Civil Engineer with a salary range of $12,329 to $14,986 per month; and the addition of classification of Senior Utility Technician with a salary range of $12,118 to $14,729 per month. Existing positions allocated within those classifications will be adjusted during the following payroll period. New positions will require City Council approval, which may be requested at a later date."

Mayor Adams pulled Consent item #8 for discussion.

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

On Motion by Member Killings, seconded by Vice Mayor Lopez to approve the Consent Calendar Minus item # 8 and adopted unanimously.

6. Minutes of February 17, 2026

7. Receive and File the Treasurer's Report for the Quarter Ending December 31, 2025

9. Adoption of a City Council Resolution Accepting Project 3022 – Riverview Park Fishing Pier Repairs as Complete, Appropriating Additional Funds, and Authorizing the City Engineer to File a Notice of Completion

10. Adoption of a City Council Resolution to Authorize the City Manager to Execute Municipal Pooling Authority Amended and Restated Joint Exercise of Powers Agreement for Providing Property, Workers' Compensation, Public Liability and Other Insurance Coverages

11. Adoption of a City Council Resolution to Amend the Master Pay Schedule to Include Amendments to the Salary Schedule and Previously Approved Positions and Compensation

12. Adoption of Pittsburg Arts and Community Foundation and City Council Resolutions Authorizing the Executive Director/City Manager to Execute the Plaza Marina Assignment and Assumption Agreements, and Authorizing the Termination of the Master Lease Agreement for Plaza Marina

The following item was removed from the Consent Calendar for discussion.

8. Adoption of a City Council Resolution Authorizing the City Manager to Overfill up to Three Police Officer Positions with Police Trainees for up to Nine Months

On Motion by Vice Mayor Lopez, seconded by Member Banales and adopted unanimously.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

There were no Council Member remarks.

ADJOURNMENT

Mayor Adams closed the meeting in honor of Mary Erbez.

The meeting adjourned at 8:00 P.M. to March 16, 2026.

Respectfully submitted,

Alice E. Evenson, City Clerk

STAFF REPORT

MEETING DATE:	March 16, 2026
TO:	Mayor and Council Members
FROM:	Darin E. Gale, City Manager John Samuelson, Public Works Director/City Engineer Jolan Longway, Development Services Supervisor
SUBJECT:	Adoption of a City Council Resolution Authorizing an Agreement with Delta Diablo Sanitation for Contra Costa Clean Water Program Inspection Activities

EXECUTIVE SUMMARY

The City Council is requested to approve the attached Resolution, which allows the Delta Diablo Sanitation District (Inspection Agency) to perform program-related inspection and illicit discharge control activities related to the Joint Municipal National Pollutant Discharge Elimination System (NPDES) permit on behalf of the City of Pittsburg.

FISCAL IMPACT

NPDES funds that come from a special stormwater assessment described in the Stormwater Utility Area (SUA) Agreement approved on July 7, 2003 by the City Council will continue to fund the inspection and illicit discharge control activities.

RECOMMENDATION

Adopt the attached Resolution approving the Contra Costa Clean Water Program's Inspection Activities Agreement (Inspection Agreement) among Contra Costa County Flood Control and Water Conservation District, Delta Diablo Sanitation District, and the City of Pittsburg (City).

BACKGROUND

The County of Contra Costa, the Contra Costa County Flood Control and Water

Conservation District (DISTRICT), and nineteen (19) cities and towns in Contra Costa County have joined to form the Contra Costa Clean Water Program (Program). The Program, and other governmental entities, has been required by the Federal Government and San Francisco Bay and Central Valley Regional Water Quality Control Boards to participate in the development and implementation of a Joint Municipal National Pollutant Discharge Elimination System (NPDES) permit for stormwater discharges.

The members of the Program hold joint National Pollutant Discharge Elimination System (NPDES) Stormwater Permits (Nos. CAS612008 and CAS0085324) issued by the San Francisco Bay and Central Valley Regional Water Quality Control Boards, respectively.

The NPDES Permits require the inspection of industrial and commercial facilities and the control of illicit discharge activities. On July 7, 2003, the District and the City entered into an agreement entitled "Stormwater Utility Area Agreement between the Contra Costa County Flood Control and Water Conservation District and the City of Pittsburg", which provides for the imposition, collection, and administration of Stormwater Utility Assessments for the funding of NPDES Permit activities.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Participation in this joint inspection program has proven to be successful and efficient for the City to accomplish the required inspections of industrial and commercial businesses in accordance with the permit provisions. Staff believes it is in the best interest of the City to continue participation in this joint inspection program. The Inspection Agreement has recently been revised to reflect changes in the reissued NPDES permits, to modify the procedure for formal enforcement actions, and to revise the scope of the indemnification provisions. Amendment of the SUA Agreement is necessary to provide the District with additional authority to revise the Inspection Agreement and to continue administering the joint inspection program, as revised.

The District, Inspection Agency, and the City, as well as other program members and sanitation districts, previously entered into a prior inspection agreement dated October 26, 2009. This Inspection Agreement supersedes and replaces the 2009 Inspection Agreement, previously approved by City Council with Resolution 09-11362.

ATTACHMENTS: Resolution
Inspection Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing City Manager to Execute Agreement with Delta Diablo Sanitation For Contra Costa Clean Water Program Activities	))))	RESOLUTION NO. 26-

WHEREAS, the County of Contra Costa, the Contra Costa County Flood Control and Water Conservation District (DISTRICT), and nineteen (19) cities and towns in Contra Costa County have joined to form the Contra Costa Clean Water Program (Program); and

WHEREAS, the members of the Program hold joint National Pollutant Discharge Elimination System (NPDES) Stormwater Permits (Nos. CAS612008 and CAS0085324) issued by the San Francisco Bay and Central Valley Regional Water Quality Control Boards, respectively; and

WHEREAS, the NPDES Permits require the inspection of industrial and commercial facilities and the control of illicit discharge activities. Delta Diablo Sanitation currently performs program related inspection and illicit discharge control activities related to the Joint Municipal National Pollutant Discharge Elimination System (NPDES) permit on behalf of the City; and

WHEREAS, the Inspection Agreement has recently been revised to reflect changes in the reissued NPDES permit that was effective July 1, 2023 modifying the procedure for formal enforcement actions, and revising the scope of the indemnification provisions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg authorizes the City Manager to execute the agreement with Delta Diablo Sanitation for Contra Costa Clean Water Program Activities.

PASSED, AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of March 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Dionne Adams, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

CONTRA COSTA CLEAN WATER PROGRAM
INSPECTION ACTIVITIES AGREEMENT
AMONG
CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
DELTA DIABLO SANITATION,
AND THE CITY OF PITTSBURG

This Contra Costa Clean Water Program Inspection Activities Agreement ("Agreement"), is entered into as of ______________, 2026 ("Effective Date"), by and among the Contra Costa County Flood Control and Water Conservation District ("District"), the Delta Diablo Sanitation ("Inspection Agency"), and the City of Pittsburg ("City"). The District, the Inspection Agency, and the City are sometimes referred to herein together as the "Parties," and each individually as a "Party."

RECITALS

A. The County of Contra Costa ("County"), the District, and the 19 incorporated cities and towns in the County have joined together to form the Contra Costa Clean Water Program (the "Program"), pursuant to the Contra Costa Clean Water Program Agreement, dated July 1, 2010, and as amended from time to time (the "Program Agreement"). The parties to the Program Agreement are the County, the District, and the cities of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon and Walnut Creek (the "Program Members").

B. Through the Program, the Program Members jointly implement some of their obligations under the Municipal Regional Stormwater NPDES Permit, NPDES Permit No. CAS612008, as may be amended or re-issued from time to time ("Municipal Regional Permit"). The San Francisco Regional Water Quality Control Board ("Regional Board") most recently re-issued the Municipal Regional Permit on May 11, 2022.

C. District provides administrative support services to the Program, including collecting and distributing funds that pay for Program responsibilities under the Municipal Regional Permit.

D. The Municipal Regional Permit requires Program Members, which operate municipal separate storm sewer systems (MS4s), to effectively prohibit the discharge of non-stormwater into storm drain systems and watercourses.

E. Among other things, the Municipal Regional Permit requires the Program Members to conduct inspections of certain industrial and commercial businesses, as specified in Provision C.4 of the Municipal Regional Permit, and illicit discharge control activities, as specified in Provision C.5. of the Municipal Regional Permit, as those provisions may be amended from time to time in the Municipal Regional Permit (collectively, the "MS4 Inspections"). MS4 Inspections include, but are not limited, to inspection, investigation, reporting, and related obligations under the Municipal Regional Permit and as further directed by District.

F. The Municipal Regional Permit directs Program Members to effectively prohibit all non-stormwater discharges (i.e., materials other than stormwater) into municipal storm drains and creeks; conduct inspections of industrial and commercial stormwater facilities; control illicit discharges by conducting field surveys of the storm drainage conveyance system and identifying and eliminating the sources of non-stormwater discharges; and prohibit illicit connections and discharges resulting from inappropriate or illegal processes, activities, or housekeeping practices. The MS4 Inspections, carried out by the Inspection Agency on behalf of the City, further the City's compliance with the Municipal Regional Permit.

G. Independent of City's obligations under the Municipal Regional Permit, Inspection Agency also conducts inspections of certain industrial and commercial businesses as part of its wastewater regulatory obligations ("Wastewater Inspections"). District, Inspection Agency, and City believe that efficiencies can be achieved by having Inspection Agency conduct MS4 Inspections on behalf of City concurrently with Inspection Agency's Wastewater Inspections, which benefit the Parties and regulated businesses. Inspection Agency desires to provide MS4 Inspections on behalf of the City under the terms set forth herein

H. District, Inspection Agency, and City, as well as the other Program Members and sanitation districts previously entered into a prior inspection agreement dated October 26, 2009 ("2009 Agreement"). This Agreement supersedes and replaces the 2009 Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties to this Agreement agree as follows:

1. **Term.** The term of this Agreement begins on the Effective Date, and this Agreement shall remain in effect until it is terminated pursuant to Section 2 below. Commencing on the Effective Date, the 2009 Agreement is terminated and superseded by this Agreement and is no longer of any force or effect.

2. **Termination.**

A. Inspection Agency Termination. Inspection Agency, at its sole discretion, may terminate this Agreement by giving written notice to District and City at least 180 days prior to the effective date of the termination.

B. District Termination. District, at its sole discretion, may terminate this Agreement by giving written notice to Inspection Agency and City at least 180 days prior to the effective date of the termination. Notwithstanding the foregoing, District may terminate this Agreement by giving written notice to Inspection Agency and City at least 30 days prior to the effective date of the termination if City is in breach of the Stormwater Utility Area Agreement described in Section 3.

C. City Termination. City, at its sole discretion, may terminate this Agreement by giving written notice to Inspection Agency and District at least 90 days prior to the effective date of the termination. Alternatively, City may temporarily suspend receiving MS4 Inspections by Inspection Agency pursuant to this Agreement, at its sole discretion, upon giving the District and Inspection Agency at least 90 days written notice. In the event that City suspends receiving MS4 Inspections, such suspension shall not affect enforcement activities relating to any MS4 Inspection initiated prior to the suspension. Inspection Agency shall be compensated for such work.

D. Mutual Termination. This Agreement may be terminated by mutual written agreement of the District, Inspection Agency, and City.

E. Effect of Termination. Upon the effective date of any termination of this Agreement, Inspection Agency shall cease performing MS4 Inspections. District shall compensate Inspection Agency for all services performed prior to such effective date in accordance with Section 8. If the Inspection Agency is in default upon the effective date of any termination of this Agreement, then District shall compensate Inspection Agency for services not affected by the default. Inspection Agency and City shall meet and confer about responsibility for any previously initiated code enforcement actions or reports that are then in the process of being drafted. Inspection Agency shall continue to prosecute such actions and prepare such reports until City assumes responsibility. Inspection Agency shall be compensated for such work.

3. **Stormwater Utility Area Agreement.** City has executed a separate Stormwater Utility Area Agreement with the District that, among other things, provides for the invoicing from, and payment to, Inspection Agency for MS4 Inspection costs on behalf of City.

4. **Responsibilities of Inspection Agency.** On behalf of City, Inspection Agency will perform all the following services in accordance with the Municipal Regional Permit and applicable laws and regulations:

A. Conduct MS4 Inspections, including illicit discharge control inspection activities, of industrial and commercial facilities and the exterior of residential properties to determine the regulated facility's compliance with the Municipal Regional Permit and applicable law. MS4 Inspections may have an educational component, as directed by District. The location and frequency (i.e., bi-annual, annual, semi-annual, etc.) of an inspection, investigation, or educational effort shall be at the direction of District, as approved by the City, and shall take place between 7:30 a.m. and 4:00 p.m. Pacific Standard Time, Monday through Friday, excluding holidays ("Normal Working Hours").

B. Perform MS4 Inspections outside of Normal Working Hours if mutually agreed to by District, City, and Inspection Agency or if directed by District due to an emergency. In the event of an emergency, Inspection Agency will be compensated for any applicable overtime pay actually incurred by Inspection Agency.

C. Prepare inspection and investigation reports for each MS4 Inspection.

D. Issue notices of violation, warning notices, and compliance orders (collectively, “Corrective Orders”) to owners or operators of regulated facilities on behalf of City where Inspection Agency determines that violations or potential violations of the Municipal Regional Permit or applicable laws or regulations have occurred or may occur. City hereby delegates to Inspection Agency authority to issue Corrective Orders on its behalf in connection with MS4 Inspections. For the avoidance of doubt, City retains the authority to issue Corrective Orders, provided such Corrective Orders are not duplicative of Corrective Orders issued by Inspection Agency. Inspection Agency has developed, or shall develop, a standardized approach to recommending and documenting corrective actions taken by operators of regulated facilities in order to address a Corrective Order issued by Inspection Agency. Inspection Agency shall promptly notify City and District’s representatives identified in Section 7 of any Corrective Order issued by Inspection Agency, by email at the address below, by the close of the business day following the date of issuance.

E. Inspection Agency will cooperate with City if City elects to utilize its civil or criminal code enforcement authority to address a Corrective Order directly with the owner or operator of a regulated facility. Such cooperation includes documentation of violations, preparation of documents for use in complaints and at hearings, and assistance in hearing preparation (i.e., preparing declarations, interviews with legal counsel, etc.) and presentation (i.e., provision of witness testimony as requested). If Inspection Agency’s performance of such enforcement services would result in an unreasonable expenditure of resources, then Inspection Agency will notify City and District, and Inspection Agency’s further involvement in such enforcement services shall be agreed upon by the Parties.

F. At the Direction of City, Inspection Agency will also refer Corrective Orders and related investigations and reports to appropriate enforcing entities, such as the District Attorney.

G. Retain all records relating to inspection activities and completed investigations through the latest of: the term of this Agreement, three years in accordance with City’s retention schedule, or the retention period set forth in the Municipal Regional Permit, whichever is longer, as evidence of City’s compliance with the Municipal Regional Permit. These records shall become property of City upon termination of this Agreement, at which time Inspection Agency shall promptly deliver them to City. These records shall be made available for inspection by City or District during normal business hours.

H. Train, supervise and manage its staff and contractors necessary to conduct MS4 Inspections in a consistent and lawful manner.

I. Provide advice and comments to District regarding District's preparation of educational materials for distribution to owners and operators of regulated facilities and the public. Inspection Agency shall also provide advice and comments to District regarding the Contra Costa County Green Business Program, as requested by District.

J. Provide comments to City and District regarding ordinances and policies necessary to conduct MS4 Inspections and carry out enforcement activities.

K. Purchase, operate, and maintain, at Inspection Agency’s own cost, all equipment necessary to conduct MS4 Inspections. Such capital and maintenance costs may be invoiced to District pursuant to Section 8 of this Agreement if the equipment is solely intended for MS4 Inspections and not Wastewater Inspections.

L. Provide quarterly reports to District, which describe all MS4 Inspections and Corrective Orders during the prior quarter, concurrently with the quarterly invoices specified in Section 8.C below. The final report of the fiscal year (fourth quarter) will include a status report to City of Corrective Orders initiated by Inspection Agency by owner or operator name. The final report will also include a hard or electronic copy of the Inspection Agency's databases of regulated facilities.

M. Utilize reasonable efforts to conduct MS4 Inspections fairly and in a uniform manner.

N. In accordance with Section 8.D below, provide an annual fiscal year budget to District that estimates the cost of performing the MS4 Inspections and other requirements of this Section 4 ("Annual Budget").

5. <u>Responsibilities of District.</u> District will perform the following services in accordance with the Municipal Regional Permit and applicable laws and regulations:

A. Recommend revisions to City's ordinances and regulations, as may be necessary, to allow Inspection Agency to lawfully perform MS4 Inspections and issue Corrective Orders.

B. Authorize and prioritize inspections and investigations, with direction from City and Inspection Agency.

C. Provide timely input on the scope of the next fiscal year's MS4 Inspections during Inspection Agency's budget process and approve Inspection Agency's Annual Budget in accordance with Section 8.D.

D. Reimburse Inspection Agency for authorized costs in accordance with Section 8.

E. Recommend remedial actions to City and Inspection Agency in order to correct an owner or operator's violation of the Municipal Regional Permit or other applicable laws.

F. Provide educational materials for distribution to owners and operators of regulated facilities and the public.

G. Provide comments to Inspection Agency regarding the format of MS4 Inspections, Corrective Orders, and reports.

H. Perform other responsibilities as agreed to in writing between the District, Inspection Agency, and City.

I. Notify City of issues affecting its compliance with the Municipal Regional Permit in a timely manner.

J. Provide City with quarterly reports regarding MS4 Inspections and budget summaries.

6. <u>Responsibilities of City.</u> City will perform the following obligations in accordance with the Municipal Regional Permit and applicable laws and regulations:

A. Provide Inspection Agency with a current roster, and future updates to that roster, of employees responsible for carrying out the stormwater program and related enforcement activities, including phone numbers and email addresses.

B. In accordance with Section 4.E., provide direction to Inspection Agency regarding enforcement actions.

C. Cooperate with City and District to carry out their respective obligations under this Agreement.

7. <u>Agency Representative.</u> Each Party shall designate in writing to each other an MS4 Inspections program coordinator and an alternate coordinator. The purpose of designating an MS4

Inspections program coordinator is to facilitate communication between the Parties. Each Party shall direct matters such as complaints, claims, legal challenges, and other disputes regarding the MS4 Inspections to its MS4 Inspections program coordinator who will transmit the matter to the District for resolution.

8. Financial.

A. District shall reimburse Inspection Agency for all authorized expenditures in furtherance of its obligations under Section 4 above, including the Inspection Agency's actual costs for performing inspections and related administrative activities. The costs eligible for reimbursement include, but are not necessarily limited to, labor, benefits, overhead, supplies, equipment, vehicle, laboratory, consultant, and legal fees and costs. However, Inspection Agency, as practicable, shall promptly notify the District if it believes that legal costs will be incurred in connection with the MS4 Inspections or Corrective Orders so that the Parties may reach an agreement regarding the cost of legal services, if desired. Inspection Agency shall not mark up any costs it incurs in providing any of the required services in the invoice.

B. Inspection Agency's labor costs shall be itemized at base cost per individual for time spent plus an overhead multiplier for benefits, administrative overhead, supplies, equipment and insurance. Inspection Agency's overhead multiplier for the following fiscal year shall be submitted to the District as part of Inspection Agency's Annual Budget and approved by District annually.

C. Inspection Agency shall submit quarterly invoices to the District for services performed under Section 4 of this Agreement. Each invoice shall include an itemized accounting of the total cost of all services performed under Section 4. Inspection Agency shall submit each quarterly invoice according to the following schedule for each fiscal year (each July 1-June 30): (i) First Quarter (July 1-Sept. 30) – by October 31; (ii) Second Quarter (Oct. 1-Dec. 31) – by January 31; (iii) Third Quarter (Jan. 1-Mar. 31) – by April 30; and (iv) Fourth Quarter (Apr. 1-June 30) – by July 31. District will pay each undisputed invoice within 45 days of receipt. In the event that District disputes the amounts stated on any invoice, within 30 days District shall submit to Inspection Agency a written notice of dispute and the basis for the dispute. The Parties shall endeavor to resolve any such disputes within a reasonable time after District's receipt of a notice of dispute. Any dispute that is not resolved within five (5) business days shall be referred to the Parties' respective managers for resolution.

D. Prior to the beginning of each fiscal year, District shall approve Inspection Agency's Annual Budget. City shall also review and approve the Annual Budget prior to District's final approval. Discussions for the annual budget shall begin in January prior to the upcoming fiscal year. Inspection Agency shall submit its Annual Budget by March 31st of each year and District shall act on such Annual Budget by April 30th of each year. If District does not approve the Inspection Agency's budget by April 30th, then Inspection Agency may terminate this Agreement in accordance with Section 2.B., except that such termination shall take effect as of July 1st of such year. Inspection Agency shall not exceed its City and District-approved written Annual Budget without first obtaining advance written approval of City and District.

9. Insurance. During the term of this Agreement, Inspection Agency shall carry insurance in the amounts, and in accordance with the provisions, set forth in Exhibit A.

10. Indemnification.

A. District Indemnity. District shall indemnify, defend and hold harmless Inspection Agency and City and each of them and their elected officials, officers, directors, agents, and employees from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, consequential damages, liabilities, and expenses (collectively "Claims") that arise out of or relate to the District's willful misconduct or the negligent acts, errors or omissions of the District in the performance of this Agreement, except that City shall be solely liable for any fines resulting from its sole violations of the Municipal Regional Permit.

B. Inspection Agency Indemnity. Inspection Agency shall indemnify, defend and hold harmless District and City, and their respective elected officials, officers, directors, agents and employees from and against all Claims that arise out of or relate to Inspection Agency's willful misconduct or the negligent acts or errors or omissions in the performance of its obligations under this Agreement, inclusive of Claims involving search and seizure without required warrants (except in those situations where Inspection

Agency has reasonably relied on City's determination or representation as to whether a warrant is required), and trespassing (except in those situations where Inspection Agency has reasonably relied on City's representation as to whether consent has been obtained), except that City shall be solely liable for any fines resulting from its violations of the Municipal Regional Permit.

C. City Indemnity. City shall indemnify, defend and hold harmless the Inspection Agency and District and each of them and their officers, directors, agents, and employees from and against all Claims that arise out of or relate to the City's willful misconduct or the negligent acts, errors or omissions of the City in the performance of this Agreement. City shall also indemnify, defend and hold harmless Inspection Agency, and their respective officers, directors, agents, and employees from and against all Claims which are not covered by Section 10.B, inclusive of those that are based on the constitutionality or legality of the MS4 Inspection program and the rules and regulations it is intended to enforce, inverse condemnation claims and petitions for writ of mandate.

D. Survival. The obligations in this Section 10 shall survive the termination or expiration of this Agreement.

11. Notices. Notices required or permitted under this Agreement shall be in writing and personally delivered, sent by overnight carrier with delivery charges prepaid for next day delivery, or sent by First Class U.S. Mail with postage prepaid, and addressed as follows:

If to District, to:

If to Inspection Agency, to:

If to City, to: Jolan Longway
Development Services Supervisor
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

A notice shall be deemed given on the same day it is personally delivered, on the business day following the date it is deposited with an overnight carrier for next day delivery, and on the third day after the postmark date if it is sent by First Class U.S. Mail. A courtesy copy of any notice may be sent concurrently by email, but emailing a courtesy copy of any notice does not substitute for providing notice in accordance with this section. A Party may change its address for notices by providing written notice to the other Parties in accordance with this section at least five days before the new address becomes effective.

12. Dispute Resolution. In the event of a dispute arising under this Agreement, the Parties may jointly agree to submit the dispute to mediation before an agreed-upon mediator. If the Parties cannot agree to a mediator within 30 days after a Party makes a written request for mediation to the other Parties, a mediator may be selected by petition of any Party to the Superior Court of the County of Contra Costa. Each Party shall be responsible for paying a proportional share of the fees and expenses incurred in connection with any mediation. Each Party shall pay its own costs, expenses, and attorney's fees incurred in connection with any mediation under this section.

13. Audits. During the term of this Agreement, and for three years following its expiration or termination, in order to make audits each Party shall have the right to access any other Party's books, documents, papers, and other records related to the performance of this Agreement. If any Party requests copies of another Party's records pertinent to the performance of this Agreement, copies of those records shall be delivered to the requesting Party within 30 days following a request for such records. The requirements of this Section shall survive for three years following the expiration or termination of this Agreement.

14. Amendments. This Agreement may only be amended by written mutual agreement of all Parties hereto.

15. Governing Law. This Agreement is made and will be performed in the State of California, County of Contra Costa, and is governed by California law.

16. Severability. If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement are, to any extent, adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, priorities, covenants, and conditions of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

17. Assignment. No Party may assign any of its right, title, or interest under this Agreement without the prior written consent of the other Parties hereto. Any purported assignment of any Party's rights under this Agreement without the prior written consent of the other Parties shall be deemed void and without effect.

18. Entire Agreement; Construction. This Agreement contains the entire agreement among the Parties and all prior understandings or agreements, oral or written, regarding this matter are superseded. The section headings and captions of this Agreement are, and the arrangement of this Agreement is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this Agreement do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. The Parties to this Agreement and their attorneys have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The recitals of this Agreement are, and shall be enforceable as, a part of this Agreement.

19. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their successors and assigns, any rights or remedies by reason of this Agreement.

20. Waiver. A waiver of breach of any covenant or provision in this Agreement shall not be deemed a waiver of breach of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as pf the Effective Date first written above.

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

____
Name:________________________________
Title:_________________________________

DELTA DIABLO SANITATION

____
Name:________________________________
Title:_________________________________

CITY OF PITTSBURG

____
Name:________________________________
Title:_________________________________

EXHIBIT A
INSURANCE REQUIREMENTS

Inspection Agency shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

(2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(4) Errors and omissions/Professional liability insurance for all design professionals such as architects, landscape architects or engineers.

b. Minimum Limits of Insurance. Inspection Agency shall maintain policy limits of no less than:

(1) General Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be double the combined single limit, with completed operations coverage.

(2) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code and Employers Liability limits of $1,000,000 per accident.

(4) Errors and Omissions/Professional Liability: $1,000,000 per claim and annual aggregate. If Inspection Agency maintains higher limits than the minimum required by this Agreement, the City requires and shall be entitled to coverage for the higher limits maintained by the Inspection Agency.

c. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Inspection Agency shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage.

(a) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Inspection Agency; products and completed operations of Inspection Agency; premises owned, occupied or used by Inspection Agency; or automobiles owned, leased or borrowed by Inspection Agency. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

(b) Inspection Agency's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Inspection Agency's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

(d) Inspection Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Inspection Agency for the City.

(3) Errors and Omissions/Professional Liability Coverage. Inspection Agency's insurance shall include minimum Extended Reporting Period Coverage of three years.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

f. Verification of Coverage. Inspection Agency shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

STAFF REPORT

MEETING DATE:	March 16, 2026
TO:	Mayor and Council Members
FROM:	Darin E. Gale, City Manager John Samuelson, Public Works Director/City Engineer Jolan Longway, Development Services Supervisor
SUBJECT:	Adoption of a City Council Resolution to Establish the Fiscal Year 2026/27 Annual Stormwater Utility Area Fee

EXECUTIVE SUMMARY

Each year, the City Council establishes the amount of the Stormwater Utility Area (SUA) fee paid by property owners to support drainage maintenance and other activities required by the federal Clean Water Act and the City's Joint Municipal permit for the National Pollutant Discharge Elimination System (NPDES) program. Staff recommends no change be made to the current fee, which is $30 per Equivalent Runoff Unit (ERU).

FISCAL IMPACT

Annual assessments are determined by issuing an "Equivalent Runoff Unit (ERU) multiplier" depending on what "ERU Group" a specific land use falls under. For example, a single family home on a parcel between 5,000 to 20,000 sq. ft. (ERU Group "A") = 1.0 ERU. That results in the homeowner paying $30.00 annually on their property tax. For most commercial parcels, including supermarkets, restaurants, car dealerships, etc. (ERU Group "J") = 12 ERU/acre. Maintaining the SUA fee at $30.00 per ERU will allow the City to collect the maximum amount of NPDES funds to run the NPDES program as required. This rate allows the City to meet ongoing permit costs for fiscal year 2026/27. The annual revenue to be generated from this assessment is projected to be $1.2 million. This revenue and related expenditures will be incorporated in the next year's budget.

RECOMMENDATION

City Council adopt the attached Resolution establishing a Stormwater Utility Area fee rate of $30 per ERU for fiscal year 2026/27 and request the Contra Costa County Flood Control and Water Conservation District to adopt an annual parcel assessment based on that rate to cover the City's costs associated with its NPDES activities.

BACKGROUND

In 1987, the federal government began requiring NPDES permits for all non-point source discharges of stormwater runoff entering waters of the state. Permit compliance responsibilities are vested with the State Water Quality Control Board (SWQCB).

In 1993, the City joined with the Contra Costa County Flood Control and Water Conservation District, Contra Costa County, and 18 other cities to create the Contra Costa Clean Water Program (County Program) to effectively respond to federal and state requirements regulating local discharges of stormwater into the San Joaquin / Sacramento River Delta and other waters of the state.

As a member of the County Program, the City is required to fund its pro-rata share of County Program costs for regional activities as well as the City's work to comply locally. In 1993, the City Council adopted Resolution 93-7913, authorizing the County Board of Supervisors to hold a public hearing and adopt Ordinance No. 93-47 to establish the Stormwater Utility Assessment Drainage Fee to help finance administrative and program activities necessary to comply with the NPDES Permit.

At that time, $30 was established as the maximum ERU rate for the City of Pittsburg. The City established the initial ERU rate at $24. In 2005, the City Council approved Resolution 05-10273, to increase the rate to $30 for fiscal year 2005/06, to cover program costs and has re-established the fee each year.

The Contra Costa County Flood Control and Water Conservation District assesses the fee on developed parcels within the City.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Maintaining the ERU at the maximum $30 is necessary for the City to continue the activities required to comply with its NPDES permit. The current permit was adopted on May 11, 2022 and was effective July 1, 2022. This permit has a five-year term, which requires increased efforts to meet benchmark reductions for pollutants such as trash, PCBs, and mercury, and implement citywide green infrastructure improvements.

NPDES revenues pay for staff and materials for maintenance of the City’s drainage infrastructure and creek channels, stream bank erosion control, and inspection and monitoring programs to eliminate illicit discharges and illegal connections to the storm drain system.

ATTACHMENTS: Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establishing the FY 2026/27)
Annual Stormwater Utility Area Fee) RESOLUTION NO. 26-

WHEREAS, under federal Water Pollution Control Act (Clean Water Act), prescribed discharges of stormwater require a permit from the appropriate California Regional Water Quality Control Board under the National Pollutant Discharge Elimination System (NPDES) program; and

WHEREAS, the City of Pittsburg (City) has an NPDES permit that requires the implementation of selected Best Management Practices to minimize or eliminate pollutants from entering stormwaters; and

WHEREAS, it is the intent of the City to utilize funds received from its Stormwater Utility Area (SUA) fee for implementation of the NPDES program and drainage maintenance activities; and

WHEREAS, at the request of the City, the Contra Costa County Flood Control & Water Conservation District (District) has completed the process for formation of a SUA fee, including the adoption of the Stormwater Utility Assessment Drainage Ordinance No. 93-47; and

WHEREAS, the SUA fee and Program Group Costs Payment agreement between City and District requires that the City annually, by May 1, determine the rate to be assessed to a single Equivalent Runoff Unit (ERU) for the forthcoming fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby assigns the rate to a single ERU for FY 2026/27 at $30, and the City Council hereby requests the District to levy the SUA in that amount.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of March 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Dionne Adams, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

Pittsburg
CALIFORNIA

STAFF REPORT

MEETING DATE: March 16, 2026

TO: Mayor and Council Members

FROM: Darin E. Gale, City Manager
John Samuelson, Public Works Director/City Engineer
SM Saklaen, Senior Civil Engineer

SUBJECT: Adoption of a City Council Resolution to Approve and Allocate Funds for Project 5130 — Terry Court Sewer Repair and amend the CIP budget

EXECUTIVE SUMMARY

Project 5130 — Terry Court Sewer Repair (Project) is for the design and construction of a new sewer main on Terry Court to replace a collapsed sewer main, which can no longer be properly maintained. Adoption of this resolution will approve the creation of the Project, allocate funds for design, and amend the CIP budget.

FISCAL IMPACT

The anticipated cost for design of the Project is $80,000. This Resolution will allocate $80,000 from Sewer Operations (Fund 521) for design of the Project. Construction and other costs will be included in the next year's proposed budget.

The CIP Project Sheet is attached to this Staff Report.

RECOMMENDATION

City Council adopt the attached Resolution approving the Project, allocating funds for design, and amending the CIP budget.

BACKGROUND

The existing sewer main at Terry Court has reached its useful life. Operation and maintenance staff can no longer provide maintenance using traditional methods. Repairing the sewer main using open trench construction of this scale is beyond operation and maintenance capacity.

The Project will abandon the existing sewer main pipe, which runs through the property line between 960 and 966 Terry Court, and reconstruct a new sanitary sewer main at Terry Court to connect at Saint Moritz Drive.

SUBCOMMITTEE FINDINGS

This item was not presented to the subcommittee.

STAFF ANALYSIS

The existing sewer main collapsed and requires frequent maintenance. Relocating the sewer main to Terry Court will ensure adequate slope and flow to reduce ongoing maintenance issues.

ATTACHMENTS: Resolution
CIP Project Sheet

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving and Allocating Funds For Project)
5130 Terry Court Sewer Repair and Amend) RESOLUTION NO. 26-
FY 2025-26 CIP Budget)

WHEREAS, Project 5130 — Terry Court Sewer Repair (Project) is for the design and construction of a new sewer main on Terry Court to replace a collapsed sewer main, which can no longer be properly maintained; and

WHEREAS, the Project will abandon the existing sewer main pipe, which runs through the property line between 960 and 966 Terry Court, and reconstruct a new sanitary sewer main at Terry Court to connect at Saint Moritz Drive; and

WHEREAS, the anticipated total expenditure for the design of the Project is $80,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the Project and allocates $80,000 from the Sewer Operations Fund for design of the Project and amends the Sewer Fund CIP budget by $80,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of March 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Dionne Adams, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

Project Title: **Project #:**

Terry Court Sewer Repair 5130

Project Category:	Underground Infrastructure
Location:	Terry Ct and St. Mortiz Dr.
Project Manager:	S. Saklaen
Project Priority:	2H – Required
Project Status:	New
Est. Completion Date:	2026/27

Description/Justification:

This project will abandon existing sewer main pipe which runs through property line between 960 and 966 Terry Court and reconstruct new sanitary sewer main at Terry Court to connect at Saint Moritz Drive. The existing sewer main collapsed and requires frequent maintenance. Relocating sewer main to the street side will ensure adequate slope and flow to reduce ongoing maintenance issues.

Supplemental Information:

None

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**2029/30**	**2030/31**	**TOTAL**
1101 **Staff Time**		$ 10,000	$ 10,000					**$ 20,000**
2122 **Design**		$ 60,000						**$ 60,000**
2281 **Construction**			$ 560,000					**$ 560,000**
2372 **Administrative Overhead**		$ 10,000	$ 10,000					**$ 20,000**
TOTAL		**$ 80,000**	**$ 580,000**					**$ 660,000**
PROJECT FUNDING	**Prior**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**2029/30**	**2030/31**	**TOTAL**
521 **Sewer Operations Fund**		$ 80,000	$ 580,000					**$ 660,000**
TOTAL		**$ 80,000**	**$ 580,000**					**$ 660,000**

STAFF REPORT

MEETING DATE: March 16, 2026

TO: Mayor and Council Members

FROM: Darin E. Gale, City Manager
Kolette Simonton, Director of Recreation

SUBJECT: Adoption of a City Council Resolution to Accept Grant Funds from Contra Costa County, Amend FY 2025-26 Recreation Programs Budget, and Authorize City Manager to Execute Grant Contracts

EXECUTIVE SUMMARY

Contra Costa County has awarded the City of Pittsburg grant funds in the amount of $200,000 to support programs benefiting seniors, youth, and young adults residing in the Los Medanos Health Area. Staff is requesting adoption of a resolution to authorized the City Manager to execute Contra Costa County Contract #23-854-2 and #23-856-1, and accept and appropriate the grant funds to the FY 2025-26 Recreation budget.

FISCAL IMPACT

If adopted, the resolution will authorize the acceptance of grant funds and amendment of the Miscellaneous Grants Fund Recreation department revenue and expenditures budget by $200,000 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. Eligible funds for this grant must be expensed between January 1, 2026, and December 31, 2027. The grant provides a $100,000 allocation for the Youth Basketball program and $100,000 for recreation activities at Pittsburg Senior Center benefiting the Los Medanos Health Area community.

RECOMMENDATION

City Council adopt the resolution authorizing acceptance of $200,000 grant funds from Contra Costa County and amend the Fiscal Year 2025-26 Miscellaneous Grants Fund Recreation department budget, and authorizing the City Manager to execute the grant contracts.

BACKGROUND

Contra Costa County administers the Los Medanos Health Grants program, which provides funding for direct health programs that support initiatives aimed at improving community health and well-being for residents of the Los Medanos Health Area. The Los Medanos Health Area includes Pittsburg, the unincorporated community of Bay Point, and a small portion of Antioch.

Awarded programs must support at least one of the program goals as previously approved by the Contra Costa County Board of Supervisors:

1. Improve the availability of and/or access to affordable healthcare services (e.g., elder care, health related clinics, and linkage to care).
2. Provide mental health awareness, education, and prevention programs (e.g., depression, anxiety, stress, and suicide prevention).
3. Provide awareness, education, and prevention programs targeted at chronic diseases (e.g., cardiovascular disease, diabetes, asthma, food security).
4. Provide service or access programs for the unhoused, prioritizing families and children.
5. Provide substance use awareness, education, and prevention programs (alcohol, drugs and tobacco).

Staff applied for and was awarded grant funding to support senior programs at the Senior Community Center as well as a youth and young adult basketball program.

SUBCOMMITTEE FINDINGS

This item was discussed during the Life Enrichment Subcommittee on February 18, 2026.

STAFF ANALYSIS

The Recreation Department provides programs and activities to enhance the quality of life of Pittsburg residents. These programs are essential to building healthy, resilient communities as they address physical health, mental well-being, social connection, and community safety in a comprehensive and accessible way.

The Los Medanos Health Grant will fund the Twilight Hoops youth and young adult basketball program, as well as specialized programming for our senior community, advancing recreation services as a vital strategy for improving overall quality of life in Pittsburg and the greater Los Medanos Health Area.

Through Twilight Hoops, youth and young adults will have access to a no-cost, structured basketball program that promotes fitness, teamwork, leadership development, and positive peer engagement. By operating during peak crime hours, the program provides a safe, supervised environment that reduces exposure to negative influences while encouraging healthy lifestyle habits. This proactive approach supports violence prevention efforts and helps build confidence, discipline, and long-term resilience among participants.

For seniors, the grant will support specialized programming designed to reduce isolation and enhance overall wellness. Services will include art therapy classes to encourage creativity and cognitive engagement; medical workshops and wellness check-ups to increase health awareness and early intervention; nutrition and cooking demonstrations to promote healthy eating habits; and low-impact exercise classes to improve balance, mobility, and cardiovascular health. These opportunities not only support physical and mental health but also foster meaningful social connections that are essential to healthy aging.

By funding both Twilight Hoops and senior-focused programming, the Los Medanos Health Grant strengthens a comprehensive, community-wide approach to wellness—investing in prevention, promoting health equity, and ensuring residents of all ages have access to safe, enriching opportunities that contribute to a healthier, more connected community.

ATTACHMENTS: Resolution
Contra Costa County Contract #23-854-2
Contra Costa County Contract #23-856-1

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Acceptance and	)	
Appropriation of County Grant Funds For	)	RESOLUTION NO. 26-
Recreation Programs and Authorizing the	)	
City Manager to Execute the Grant Contracts	)	

WHEREAS, the City applied for and was awarded a $200,000 grant from the Los Medanos Health Grant, administered by Contra Costa County, to support recreation programs to support initiatives aimed at improving community health and well-being residents of the Los Medanos Health Area; and

WHEREAS, the grant will support specialized programming designed to reduce isolation and enhance overall wellness for senior citizens, and support youth and young adults with access to a no-cost, structured basketball program that promotes fitness, teamwork, leadership development, and positive peer engagement; and

WHEREAS, staff recommends that the City execute Contra Costa County contracts #23-854-2 and 23-856-1, accept the funds and authorize their use for recreation programs as proposed in this resolution, and allocate the funds to the FY 2025/26 Miscellaneous Grants Fund Recreation department budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts a $200,000 Los Medanos Health Grant from Contra Costa County and amends Fiscal Year 2025-26 Miscellaneous Grants Fund budget for the Recreation Department by increasing estimated revenues by $200,000 and by increasing appropriations by $200,000, and authorizes the City Manager to execute the grant contracts.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of March 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Dionne Adams, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

Contra Costa County
Standard Form L-1
Revised 2014

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 23-854-2
Fund/Org # As Coded
Account # As Coded
Other #

1. **Contract Identification**.

   Department: Health Services — Office of the Director

   Subject: Provide recreational activities at Pittsburg Senior Center to Los Medanos Health Area senior community members ages 50 and older

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

   Contractor: **CITY OF PITTSBURG RECREATION DEPARTMENT**

   Capacity: Government Agency

   Legal Address: 65 Civic Drive, Pittsburg, California 94565

3. **Term**. The effective date of this Contract is January 1, 2026, and it terminates on December 31, 2027 unless sooner terminated as provided herein.

4. **Payment Limit**. County's total payments to Contractor under this Contract shall not exceed $**100,000**.

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

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

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

8. **Project**. This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: ***Not Applicable***

9. **Legal Authority**. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000.

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

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By______________________ ~~Chairman~~/Designee	ATTEST: Clerk of the Board of Supervisors By XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX ~~Deputy~~

CONTRACTOR

Signature A Name of business entity City of Pittsburg Recreation Department By ______________________ (Signature of individual or officer) ______________________ (Print name and title A, if applicable)	Signature B Name of business entity City of Pittsburg Recreation Department By ______________________ (Signature of individual or officer) ______________________ (Print name and title B, if applicable)

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

Contra Costa County
Standard Form L-2
Revised 2014.2

ACKNOWLEDGMENTS/APPROVALS
(Purchase of Services – Long Form)

Number 23-854-2

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

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

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

WITNESS MY HAND AND OFFICIAL SEAL

____
Signature of Notary Public

Place Seal Above

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

APPROVALS

RECOMMENDED BY DEPARTMENT

Signed by:
By: Dr. Sefanit Mekuria
EE828AC3FB9A42E...
Designee

FORM APPROVED COUNTY COUNSEL

By: ________________
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

County Administrator approval not required
By: *per Administrative Bulletin 600.3*

Contra Costa County
Standard Form P-2
Revised 2014

PAYMENT PROVISIONS

(Cost Basis Contracts – Short Form)

Number 23-854-2

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

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

   ☐ a. $________________ monthly,

   ☐ b. $________________ per unit, as defined in the Service Plan,

   ☐ c. An amount equal to Contractor's allowable costs that are actually incurred each month, but subject to the Attachment A (Budget of Estimated Program Expenditures) which is incorporated herein and made a part hereof by reference, *or*

   ☑ d. An amount equal to Contractor's allowable costs that are actually incurred each month, but subject to the attached "Budget of Estimated Program Expenditures" which is attached hereto as "Exhibit A" and which has been prepared and submitted by Contractor to County and shall be maintained on file in the offices of County's Public Health Division, and which is incorporated herein and made a part here of by reference. Any movement of funds between line items in the budget of estimated program expenditures must have the prior written approval of the Public Health Director, or designee.

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

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

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

      ☑ (1) Federal Management Circular A-87, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.

      ☐ (2) OMB Circular A-122, including any amendments to the Circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by nonprofit organizations (other than government agencies, educational institutions, and hospitals).

      ☐ (3) 41 CFR Subpart 1-15.2 shall be used for profit organizations other than hospitals.

      ☐ (4) OMB Circular No. A-21, including any amendments to the Circular published in the Federal Register by OMB shall be the principles to be used for determining allowable costs by educational institutions (other than for-profit institutions).

      ☐ (5) Appendix E Subpart Q Section 74.173 shall be used for determining costs of research, development work, and other activities for determining allowable costs.

Initials:__________ Initial SM
Contractor County Dept.

PAYMENT PROVISIONS
(Cost Basis Contracts – Short Form)

Number 23-854-2

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

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

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

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

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

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

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

Initials:__________ Initial SM
Contractor County Dept.

Exhibit A

BUDGET OF ESTIMATED PROGRAM EXPENDITURES

Number 23-854-2

A. **GROSS OPERATIONAL BUDGET**

1. **Cost Reimbursement Categories**

a. Personnel Salaries and Benefits	$	8,720
b. Operational Costs (Direct)	$	91,280

2. **Total Gross Allowable Program Costs**

B. **LESS PROJECTED NON-COUNTY PROGRAM REVENUES**
(To be collected and provided by Contractor) 0

C. **NET ALLOWABLE TOTAL COSTS** **$ 100,000**

TOTAL CONTRACT PAYMENT LIMIT : $ 100,000

D. **CHANGES IN COST CATEGORY AMOUNTS**
Subject to the Total Payment Limit, and subject to State guidelines, each cost category Subtotal Amount set forth above:

1. May vary within each program by up to 15% without approval by County; *and*
2. May be changed in excess of 15% in any fiscal year period provided, however, that Contractor has obtained written authorization prior to April 30th that fiscal year period under this Contract from the Health Services Director, or designee before implementing any such budget changes.

E. **PROGRAM BUDGET CHANGES**
Subject to the Contract Payment Limit and subject to State guidelines, Contractor may make changes in the total amounts set forth above for the Total Gross Allowable Program Cost and the Total Projected Non-County Program Revenue, provided, however, that Contractor has obtained written authorization prior to April 30th of each fiscal year period under this Contract, from the Department's Health Services Director, or designee in accordance with Paragraph G, below, before implementing any such budget changes.

F. **CONTRACTOR BUDGET**
Contractor will submit to County, for informational purposes upon request, its total Corporation budget including: all program budgets, all revenue sources and projected revenue amounts, all cost allocations, and line item breakdown of budget categories to include salary levels listed by job classification as well as detailing of operational and administrative expenses by cost center and listing numbers of staff positions by job classification.

G. **BUDGET REPORT**
No later than April 30th of each fiscal year period under this Contract, Contractor shall deliver a written Budget Report to the Department's Health Services Director, or designee stating whether or not the budgeted amounts set forth in this Budget of Estimated Program Expenditures for the Total Gross Allowable Program Cost and the Total Projected Non-County Program Revenue for the respective fiscal year period hereunder accurately reflect the actual cost for the Service Program. If any of these program budget amounts need to be changed, Contractor shall include in its Budget Report a complete copy of the revised Budget of Estimated Program Expenditures, an explanation of the program budget and revenue changes, and a request for prior written authorization to implement the changes in accordance with Paragraph E, above, subject to Payment Provisions, Paragraph 7. (Cost Report and Settlement).

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Initials: __________ __________
Contractor County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 23-854-2

1. **Contractor's Obligations**. Contractor will facilitate recreational activities at its Pittsburg Senior Center to Los Medanos Healthcare District members ages fifty (50) and older. Contractor will ensure all personnel performing services under this Contract have been specially trained or have the necessary experience or possession of licenses or certfications to conduct the activites described herein. Activities will include all necessary supplies and required safety equipment. Activities include, but are not limited to, the following:

   a. Twenty-six (26) art therapy classes for mental health and mobility;
   b. Twenty-six (26) sessions of forty-five (45) minute medical workshops to improve mental health and mobility;
   c. Ten (10) healthy eating and cooking demonstration classes;
   d. Monthly blood pressure checks and records will be provided to the participant only and will remain in th participant's possession;
   e. Fifteen (15) minute senior massages two (2) days a week; and
   f. Low impact exercise classes for six (6) months for up to twenty (20) individuals.

2. **Performance Reports**. Contractor will prepare and submit to County such periodic performance progress reports as may be provided as may be required by County's Health Services Director or the Director's designee. No later than sixty (60) days following the expiration or termination of this Contract, whichever comes first, Contractor will prepare and submit to County, a written final activity report which will include, but is not limited to, an evaluation of the quantity, quality, and impact of the work undertaken in conducting services provided under this Contract (the "Final Activity Report").

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Initials:________ ________
Contractor County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law**. Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

2. **Inspection**. Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. **Records**. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

   a. **Retention of Records**. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

   b. **Access to Books and Records of Contractor, Subcontractor**. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

   Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

   This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements**. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds $5,000.

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Contractor County Dept.

5. **Termination and Cancellation**.

   a. **Written Notice**. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

   b. **Failure to Perform**. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

   c. **Cessation of Funding**. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement**. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures**. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments**.

   a. **General Amendments**. In the event that the total Payment Limit of this Contract is less than $200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds $200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

   b. **Minor Amendments**. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes**. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. **Choice of Law and Personal Jurisdiction**.

    a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

    b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws**. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County**. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment**. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status**. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest**. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

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________ Contractor   ________ County Dept.

addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

    a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is $500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than $500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of $1,000,000.

b. **Workers' Compensation**. Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance**. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

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

20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

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Contractor County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements**. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit**.

   a. If Contractor expends $750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.

   b. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.

   c. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office , the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

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Contractor   County Dept.

d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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STANDARD CONTRACT
(Purchase of Services - Long Form)

Number 23-856-1
Fund/Org # As Coded
Account # As Coded
Other #

1. **Contract Identification**.

   Department: Health Services – Office of the Director/Finance

   Subject: Youth Basketball Program for Los Medanos Health Area youth and young adults

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

   Contractor: **CITY OF PITTSBURG RECREATION DEPARTMENT**

   Capacity: Government Agency

   Address: 65 Civic Drive, Pittsburg, California 94565

3. **Term**. The effective date of this Contract is January 1, 2026. It terminates on December 31, 2027 unless sooner terminated as provided herein.

4. **Payment Limit**. County's total payments to Contractor under this Contract shall not exceed $100,000.

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

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

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

8. **Project**. This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: ***Not Applicable***

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

   California Government Code §§ 26227 and 31000.

STANDARD CONTRACT
(Purchase of Services - Long Form)

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

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By____________________ ~~Chairman~~/Designee	ATTEST: Clerk of the Board of Supervisors By XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX ~~Deputy~~

CONTRACTOR

Name of business entity City of Pittsburg Recreation Department By ____________________ (Signature of individual or officer) ____________________ (Print name and title A, if applicable)	Name of business entity City of Pittsburg Recreation Department By ____________________ (Signature of individual or officer) ____________________ (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on form L-2.

Contra Costa County
Standard Form L-2
Revised 2014.2

ACKNOWLEDGMENTS/APPROVALS
(Purchase of Services – Long Form)

Number 23-856-1

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

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

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

WITNESS MY HAND AND OFFICIAL SEAL

____
Signature of Notary Public

Place Seal Above

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

APPROVALS

RECOMMENDED BY DEPARTMENT

Signed by:
By: Dr. Sefanit Mekuria
EE828AC3FB9A42E...
Designee

FORM APPROVED COUNTY COUNSEL

By: ______________________
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: *County Administrator approval not required per Administrative Bulletin 600.3*
Designee

Contra Costa County
Standard Form P-2
Revised 2014

PAYMENT PROVISIONS

(Cost Basis Contracts – Long Form)

Number 23-856-1

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

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

   ☐ a. $_______________ monthly,

   ☐ b. $_______________ per unit, as defined in the Service Plan,

   ☐ c. An amount equal to Contractor's allowable costs that are actually incurred each month, but subject to the Attachment A (Budget of Estimated Program Expenditures) which is incorporated herein and made a part hereof by reference, *or*

   ☑ d. An amount equal to Contractor's allowable costs that are actually incurred each month, but subject to the "Budget of Estimated Program Expenditures" attached hereto as "Exhibit A", which has been prepared and submitted by Contractor to County and shall be maintained on file in the offices of County's Office of the Director, and which is incorporated herein and made a part hereof by reference. Any movement of funds between line items in the budget of estimated program expenditures must have the prior written approval of the Health Services Director, or designee.

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

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

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

      ☑ (1) Federal Management Circular A-87, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.

      ☐ (2) OMB Circular A-122, including any amendments to the Circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by nonprofit organizations (other than government agencies, educational institutions, and hospitals).

      ☐ (3) 41 CFR Subpart 1-15.2 shall be used for profit organizations other than hospitals.

      ☐ (4) OMB Circular No. A-21, including any amendments to the Circular published in the Federal Register by OMB shall be the principles to be used for determining allowable costs by educational institutions (other than for-profit institutions).

      ☐ (5) Appendix E Subpart Q Section 74.173 shall be used for determining costs of research, development work, and other activities for determining allowable costs.

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Initials:___________ ___________
Contractor County Dept.

PAYMENT PROVISIONS

(Cost Basis Contracts – Long Form)

Number 23-856-1

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

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

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

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

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

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

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

Initials: ____________ Initial SM
Contractor County Dept.

Exhibit A

BUDGET OF ESTIMATED PROGRAM EXPENDITURES

Number 23-856-1

A. **GROSS OPERATIONAL BUDGET**

1. **Cost Reimbursement Categories**	
a. Personnel Salaries and Benefits	$ 16,008
b. Operational Costs (Direct)	75,370
c. Indirect Costs	8,622
2. **Total Gross Allowable Program Costs**	**$100,000**

B. **LESS PROJECTED NON-COUNTY PROGRAM REVENUES**
(To be collected and provided by Contractor) 0

C. **NET ALLOWABLE TOTAL COSTS** **$100,000**

TOTAL CONTRACT PAYMENT LIMIT : $ 100,000

D. **CHANGES IN COST CATEGORY AMOUNTS**
Subject to the Total Payment Limit, and subject to State guidelines, each cost category Subtotal Amount set forth above:

1. May vary within each program by up to 15% without approval by County; *and*
2. May be changed in excess of 15% in any fiscal year period provided, however, that Contractor has obtained written authorization prior to April 30th that fiscal year period under this Contract from the Health Services Director, or designee before implementing any such budget changes.

E. **PROGRAM BUDGET CHANGES**
Subject to the Contract Payment Limit and subject to State guidelines, Contractor may make changes in the total amounts set forth above for the Total Gross Allowable Program Cost and the Total Projected Non-County Program Revenue, provided, however, that Contractor has obtained written authorization prior to April 30th of each fiscal year period under this Contract, from the Department's Health Services Director, or designee in accordance with Paragraph G, below, before implementing any such budget changes.

F. **CONTRACTOR BUDGET**
Contractor will submit to County, for informational purposes upon request, its total Corporation budget including: all program budgets, all revenue sources and projected revenue amounts, all cost allocations, and line item breakdown of budget categories to include salary levels listed by job classification as well as detailing of operational and administrative expenses by cost center and listing numbers of staff positions by job classification.

G. **BUDGET REPORT**
No later than April 30th of each fiscal year period under this Contract, Contractor shall deliver a written Budget Report to the Department's Health Services Director, or designee stating whether or not the budgeted amounts set forth in this Budget of Estimated Program Expenditures for the Total Gross Allowable Program Cost and the Total Projected Non-County Program Revenue for the respective fiscal year period hereunder accurately reflect the actual cost for the Service Program. If any of these program budget amounts need to be changed, Contractor shall include in its Budget Report a complete copy of the revised Budget of Estimated Program Expenditures, an explanation of the program budget and revenue changes, and a request for prior written authorization to implement the changes in accordance with Paragraph E, above, subject to Payment Provisions, Paragraph 7. (Cost Report and Settlement).

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Initials: ________ ________
Contractor County Dept.

Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 23-856-1

A. **Contractor's Obligations.** Contractor shall provide a ten (10) week youth and young adult basketball program annually for up to two-hundred (200) young participants' total from the ages seven (7) to twenty-four (24) in the Los Medanos Health Areas throughout the Contract Term, including but not limited to, the following:

i. Enroll up to one-hundred (100) participants' annually in a ten (10) week youth and young adult basketball program;
ii. Provide and collect registration materials from participants';
iii. Track participants' attendance;
iv. Provide ten (10) community resource workshops annually, to improve participants' access to local resources. This also includes pre and post program surveys to measure participants' understanding of resources available;
v. Provide participants' with improved mental and physical health through increased physical activity. This also includes pre and post program surveys to measure participants' mental and physical health improvements; and
vi. Provide a safe space that will aim to give participants' a sense of belonging and pride in their community. This also includes pre and post program surveys to measure participants' sense of belonging and safety.

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Initials:__________ __________
Contractor County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law**. Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

2. **Inspection**. Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. **Records**. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

   a. **Retention of Records**. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

   b. **Access to Books and Records of Contractor, Subcontractor**. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

   Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

   This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements**. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds $5,000.

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Contractor   County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation**.

   a. **Written Notice**. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

   b. **Failure to Perform**. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

   c. **Cessation of Funding**. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement**. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures**. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments**.

   a. **General Amendments**. In the event that the total Payment Limit of this Contract is less than $200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds $200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

   b. **Minor Amendments**. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes**. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

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Contractor County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. **Choice of Law and Personal Jurisdiction**.

    a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

    b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws**. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County**. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment**. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status**. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest**. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

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Contractor County Dept.

addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

    a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is $500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

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them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than $500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of $1,000,000.

b. **Workers' Compensation**. Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance**. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

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

20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

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GENERAL CONDITIONS
(Purchase of Services - Long Form)

24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements**. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit**.

    a. If Contractor expends $750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.

    b. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.

    c. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office , the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

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d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

STAFF REPORT

MEETING DATE: March 16, 2026

TO: Mayor and Council Members

FROM: Darin E. Gale, City Manager
Kolette Simonton, Director of Recreation

SUBJECT: Adoption of a City Council Resolution to Accept Grant Funds from Contra Costa County District V Community Impact Funds, Authorize the City Manager to Execute the Agreement, and Amend FY 2025-26 Recreation Department Budget

EXECUTIVE SUMMARY

Contra Costa County has awarded the City of Pittsburg grant funds in the amount of $20,760 to support programs and services for the senior community at the Pittsburg Senior Center from the District V Community Impact Fund. Staff is requesting adoption of a resolution to execute the contract, accept the grant funds and amend the FY 2025-26 Recreation Department budget.

FISCAL IMPACT

If approved, the resolution will authorize the acceptance of grant funds and will amend the Miscellaneous Grants Fund Recreation department's revenue and expenditures budget by $20,760 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. Eligible funds for this grant must be expensed between February 1, 2026 and January 31, 2027.

RECOMMENDATION

City Council adopt the resolution authorizing acceptance of $20,760 grant from Contra Costa County and amend the Fiscal Year 2025-26 Miscellaneous Grants Fund Recreation department budget.

BACKGROUND

In Fiscal Year 2025–26, the Contra Costa County Board of Supervisors established a $5 million Community Impact Fund to address locally identified needs and to advance equitable outcomes across the County. The program allocates $1 million to each of the County's five supervisorial districts to support community-based, non-profit organizations serving district residents.

The Community Impact Fund is supported by one-time funding derived from former FEMA COVID-19 reserve funds. The Board directed these funds toward projects that mitigate health and economic disparities and improve outcomes in the areas of housing stability, education, community services, and economic opportunity.

Grant awards are generally capped at $50,000 per project. Applications were accepted in late 2025 and early 2026, with a submission deadline of February 27, 2026. Award announcements are anticipated on a district-by-district basis, with some districts, including West Contra Costa, expected to announce funding decisions by the end of March 2026.

In District 5, community workshops were conducted in early 2025 to gather public input on priority needs, including strengthening community services and infrastructure. Consistent with the Board's direction, the initiative emphasizes equity and community-driven solutions. Supervisors hosted town halls and outreach efforts to ensure funding priorities reflect community feedback and address disparities identified by residents.

The Community Impact Fund represents a one-time investment in locally driven strategies designed to produce measurable improvements in health, housing, education, and economic outcomes throughout Contra Costa County.

Staff submitted a grant application under the County's 2025–26 Community Impact Fund to expand and enhance health, wellness, and social engagement programming at the Pittsburg Senior Center. The proposal aligned with the Fund's priorities of improving health outcomes, advancing equity, and strengthening community-based services in our senior community. The Department's application was subsequently awarded funding to implement and support targeted programming for older adults.

SUBCOMMITTEE FINDINGS

This item was not discussed during a subcommittee meeting.

STAFF ANALYSIS

The Recreation Department provides programs and activities to enhance the quality of life of Pittsburg residents. These programs are essential to building healthy, resilient communities as they address physical health, mental well-being, social connection, and community safety in a comprehensive and accessible way.

Funding from the Community Impact Fund will be used to deliver structured programs at the Pittsburg Senior Center, including “Young at Heart Strength Training”, “Everybody Loves Line Dance”, and a new “Intergenerational Program”. These initiatives are designed to promote physical fitness, independence, and meaningful community connection among older adults, while also fostering cross-generational engagement.

The “Young at Heart Strength Training” program will provide low-impact, supervised strength-building exercises focused on improving mobility, balance, and fall prevention. These activities are intended to support participants in maintaining independence and reducing health risks associated with aging.

The “Everybody Loves Line Dance” program will offer instructor-led sessions that enhance coordination, flexibility, and cardiovascular health. In addition to physical benefits, the program provides a structured social environment that encourages peer interaction and reduces social isolation.

The new “Intergenerational Program” will create opportunities for older adults and younger community members to participate in shared activities that promote mutual learning, mentorship, and community bonding. By fostering meaningful relationships across generations, the program supports social cohesion and addresses isolation among seniors while encouraging youth engagement and civic connection.

Collectively, these programs advance the Community Impact Fund’s objectives by improving health and wellness outcomes, promoting equity in access to recreational services, and strengthening community connections within Pittsburg. The award enables the Recreation Department to expand its service capacity and deliver measurable benefits to older adults and the broader community.

ATTACHMENTS: Resolution
CIF District V Contract – Pittsburg Senior Center83831

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Acceptance of Grant	)	
Funds from Contra Costa County	)	
District V Community Impact Grant Funds,	)	RESOLUTION NO. 26-
Execution of an Agreement, And Amending	)	
FY 2025-26 Recreation Department Budget	)	

WHEREAS, the City applied for and was awarded grant funds in the amount of $20,760 from the Contra Costa County's 2025–26 District V Community Impact Fund to expand and enhance health, wellness, and social engagement programming at the Pittsburg Senior Center; and

WHEREAS, funding from the Community Impact Fund will be used to deliver structured programs at the Pittsburg Senior Center, including "Young at Heart Strength Training", "Everybody Loves Line Dance", and a new "Intergenerational Program", programs designed to promote physical fitness, independence, and meaningful community connection among older adults, while also fostering cross-generational engagement; and

WHEREAS, staff recommends that the City execute the contract, accept these funds and authorize their use for recreation programs as proposed in this resolution, and amend the FY 2025/26 Miscellaneous Grants Fund Recreation department budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts grant funds from Contra Costa County District V Community Impact Funds, authorizes the City Manager to execute the agreement, and amends FY 2025-26 Recreation Department Budget.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of March 2026 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____

Dionne Adams, Mayor

ATTEST:

____

Alice E. Evenson, City Clerk

NCY AGREEMENT
(Agency Provides Services)

Standard Form A-4
Revised 2002

Number
Fund/Org# **1100**
Account # **2310**
Other # **GR-CIF5**

1. <u>Contract Identification</u>.
   Department: **District 5**
   Subject: **Community Impact Fund - City of Pittsburg (Senior Center)**

2. <u>Parties</u>. The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

   Agency: **City of Pittsburg (Senior Center)** ("Agency" and/or "Contractor")

   Capacity: **A public agency**
   Address: **65 Civic Ave, Pittsburg, CA 94565**

3. <u>Term</u>. The effective date of this Agreement is **February 1, 2026** and it terminates on **January 31, 2027** unless sooner terminated as provided herein.

4. <u>Payment Limit</u>. **County's** total payments to Agency under this Agreement shall not exceed **$20,760**.

5. <u>County's Obligations</u>. **County** shall pay Agency for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

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

7. <u>General and Special Conditions</u>. This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. <u>Project</u>. This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: **Community Impact Fund - City of Pittsburg (Senior Center)**

9. <u>Legal Authority</u>. This Agreement is entered into under and subject to the following legal authorities:
   Government Code 23004(c)

10. <u>Signatures</u>. These signatures attest the parties' agreement hereto:

<u>COUNTY OF CONTRA COSTA, CALIFORNIA</u>

BOARD OF SUPERVISORS **Approved by the Board of Supervisors. February 10, 2026 (Agenda Item C.2)** Signed by: By Armando Carrasco 32622D60F824443... Chairman/Designee	Recommended by Department Signed by: By Armando Carrasco 32622D60F824443...

<u>AGENCY</u>

By____________________ (Signature of authorized Agency representative) **Darin Gale, City Manager**	By____________________ (Signature of authorized Agency representative) (Print name and title B)

SERVICE PLAN

A. Program Description.

The Contractor will support health, wellness, and social engagement programs at the Pittsburg Senior Center, including Young at Heart Strength Training, Everybody Loves Line Dance, and a new Intergenerational Program. These initiatives promote physical fitness, independence, and community connection for older adults and foster meaningful relationships across generations. Activities include low-impact strength training to improve mobility and balance, line dancing to enhance coordination and cardiovascular health, and intergenerational sessions that encourage mutual learning and community bonding.

B. Agency's Obligations. During the term of this Contract, Agency shall provide the following Deliverables and report on the following Performance Measures. Agency shall use the Community Impact Fund allocation solely for the following:

a. Deliverables

The Contractor will facilitate Young at Heart Strength Training classes focused on safe, age-appropriate exercises to improve strength, balance, and flexibility. Conduct Everybody Loves Line Dance sessions that provide a fun, inclusive environment for movement and social interaction. Launch and guide the new Intergenerational Program, including planning activities, securing a qualified facilitator, and providing program supplies to support engagement across age groups.

b. Performance Measures

- Track participation and attendance for all classes and programs.
- Collect participant feedback on program quality, health benefits, and social engagement.
- Monitor implementation of the intergenerational program, including facilitator engagement.

C. Payment Provisions.

The Total Payment Limit related to this contract shall not exceed **$20,760** and will be allocated on the following schedule:

a. 100% of the Total Payment Limit upon execution of this Contract.

Any project funds that are unspent at the conclusion of this contract shall be returned to the County at the following address:

Contra Costa County
Attn: Community Impact Fund Program
1025 Escobar Street, 4th Floor
Martinez, CA 94553

In the memo section of your return check, please include "**CIF Contract # D506**".

D. Reporting.

The Agency shall provide the following reports on the status of the program identified in Section A above:

a. Form of Report. The Agency shall provide the reports specified in this Section using the electronic Reporting Form accessed at:

Link: https://forms.office.com/g/FEY6GAg1tD **QR Code:**

b. Community Impact Fund Contract ID. Each Community Impact Fund Contractor has been provided an Unique Reporting Identification Code (URIC) for use during reporting only.

The URIC for this Contract is: **D506**

c. Final Report. The Contractor shall provide a Final Report following conclusion of the program or not later than January 31, 2027, whichever comes first.