

CITY OF
ANTIOCH
CALIFORNIA

**Revised*

ANNOTATED AGENDA

**Antioch City Council
REGULAR MEETING**

**Including the Antioch City Council acting as
Successor Agency/Housing Successor
to the Antioch Development Agency**

Date: Tuesday, January 28, 2020

Time: 6:00 P.M. – Closed Session

7:00 P.M. – Regular Meeting

Place: ANTIOCH COMMUNITY CENTER

4703 Lone Tree Way, Community Hall A

Antioch, CA 94531

Council Meetings Are Televised Live on Comcast Channel 24

Please Turn Off Cell Phones Before Entering Council Meeting

Sean Wright, Mayor

Joyann Motts, Mayor Pro Tem

Monica E. Wilson, Council Member

Lamar Thorpe, Council Member

Lori Ogorchock, Council Member

Arne Simonsen, CMC, City Clerk

James D. Davis, City Treasurer

Ron Bernal, City Manager

Thomas Lloyd Smith, City Attorney

Online Viewing: <https://www.antiochca.gov/government/city-council-meetings/>

Electronic Agenda Packet: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>

Project Plans: <https://www.antiochca.gov/fc/community-development/planning/Project-Pipeline.pdf>

Hard Copy Viewing: Antioch Public Library, 501 W 18th St, Antioch, CA

SPEAKERS' RULES

Welcome to a meeting of the Antioch City Council, we appreciate your attendance.

Because we usually have busy agendas and a lot of business to get through, we need to have some rules so the meeting can be completed at a reasonable hour. Your cooperation is very much appreciated. The State Ralph M. Brown Act guarantees the public's right to address the City Council, within the framework of these rules.

The Council can only take action on items that are listed on the agenda. If you wish to speak to us about an item **not on the agenda**, the "Public Comments" section of the agenda is for you. We will take such comments until no later than 7:30 p.m., when we will move on to agenda items. There is another opportunity for public comments at the end of the meeting.

If you wish to speak, either during "public comments" or during an agenda item, fill out a Speaker Request Form and place in the Speaker Card Tray near the City Clerk. This will enable us to call upon you to speak.

Each speaker is limited to not more than three minutes under Public Comments and three minutes on non-public hearing agenda items. During public hearings, each side is entitled to one "main presenter" who may have not more than 10 minutes; all other speakers during a public hearing item are entitled to a maximum of 5 minutes. These time limits may be modified depending on the number of speakers, number of items on the agenda, or circumstances. No one may speak more than once on an agenda item or during "public comments." Groups who are here regarding an item may identify themselves by raising their hands at the appropriate time to show support for one of their speakers.

During certain types of hearings, the applicant is allowed to give his or her presentation first. After all testimony is received, the applicant has an opportunity for rebuttal.

After having heard from the public, the agenda item will be closed. Deliberations will then be limited to members of the City Council.

If the meeting appears to be going late, the City Council may decide to continue some items until a subsequent meeting. We will try to make this determination around 10:00 p.m. It is the goal to stop discussing agenda items by not later than 11:00 p.m.

The "Consent Calendar" is a group of items which staff thinks may be routine. These items are usually considered all together and approved without further discussion. If you are opposed to action which is recommended for an item on the "Consent Calendar," please submit a Speaker Request Form to let the Mayor know at that part of the agenda and the item will be removed from the "Consent Calendar."

The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. The Council also holds adjourned and study sessions on other days. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: <https://www.antiochca.gov/notifications/> and enter your e-mail address to subscribe. To view the agenda information, click on the following link: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>.

In accordance with the Americans with Disabilities Act and California law, it is the policy of the City of Antioch to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at the number or address below at least 72 hours prior to the meeting or when you desire to receive services. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. The City's ADA Coordinator can be reached @ Phone: (925) 779-6950, and e-mail: publicworks@ci.antioch.ca.us.

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. All of these materials are available at the City Clerk's Office, City Hall, 200 H Street, Antioch, CA 94509, during normal business hours for inspection and (for a fee) copying. Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a yellow Speaker Request form, available near the entrance doors, and place in the Speaker Card Tray near the City Clerk's table, before the Council Meeting begins. See the Speakers' Rules on the inside cover of this Agenda. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section.

6:02 P.M. ROLL CALL – CLOSED SESSIONS – for Council Members – *Council Members Thorpe, Ogorchock and Mayor Wright. Council Members Motts and Wilson arrived at 6:04 p.m.*

PUBLIC COMMENTS for Closed Sessions

CLOSED SESSIONS:

1) **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8: Property – 519 F Street, Antioch; City Negotiator: City Manager Ron Bernal. Document: Proposal Response.

Direction to City Manager

2) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY.** This closed session is authorized pursuant to Government Code section 54957.

No reportable action

7:02 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency

All Present

PLEDGE OF ALLEGIANCE

1. PROCLAMATION

Approved, 5/0

- In Honor of Antioch's Veteran of the Year - Antioch VFW Commander Jimmy Dennis "Denny" Hollison

Recommended Action: It is recommended that the City Council approve the proclamation.

Motion to suspend the rules, 5/0

Motion to Table Agenda Item #6 approved, 5/0

Motion to hear Agenda Item #4, Received and filed

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

➤ ***PLANNING COMMISSION***

PUBLIC COMMENTS – *Members of the public may comment only on unagendized items. The public may comment on agendized items when they come up on this Agenda.*

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

PRESENTATION – *Code Enforcement Division Update, presented by Curt Michael, Code Enforcement Manager*

2. CONSENT CALENDAR for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency

A. APPROVAL OF COUNCIL MINUTES FOR JANUARY 14, 2020

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the minutes.

B. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the warrants.

C. APPROVAL OF SUCCESSOR AGENCY WARRANTS

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the warrants.

D. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the warrants.

CONSENT CALENDAR for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency – Continued

E. REJECTION OF CLAIM: LARONN BRAGG

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claim filed by LaRonn Bragg.

F. APPROVAL OF TREASURER’S REPORT FOR NOVEMBER 2019

Approved, 5/0

Recommended Action: It is recommended that the City Council continue the approval of the Treasurer’s Report for November 2019, to the next meeting.

**G. SECOND READING – ADOPTION OF AN ORDINANCE GRANTING A FRANCHISE AGREEMENT TO PRAXAIR, INC. TO TRANSPORT OXYGEN AND NITROGEN SUBSTANCES WITHIN CERTAIN PUBLIC STREETS IN THE CITY OF ANTIOCH
(Introduced on 01/14/20)**

Ord. No. 2176-C-S adopted, 5/0

Recommended Action: It is recommended that the City Council adopt an ordinance granting Praxair Inc., a California Corporation and Non-Public Utility, a franchise for the distribution of oxygen and nitrogen within certain Public Streets in the City of Antioch.

H. SECOND READING – ORDINANCE AMENDING TITLE 6, CHAPTER 3, SOLID WASTE COLLECTION AND RECYCLING, TO DEFINE “OCCUPIED” AND PROVIDE AN EXCEPTION PROCESS FOR SERVICE (Introduced on 01/14/20)

Ord. No. 2177-C-S adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the ordinance amending Title 6, Chapter 3, Solid Waste Collection and Recycling, to define “occupied” and provide an exception process for service.

CONSENT CALENDAR for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency – Continued

I. SECOND READING – ZONING ORDINANCE AMENDMENTS FOR FAMILY DAY CARE HOMES AND PLANNING APPLICATION WITHDRAWALS (Z-19-05) (Introduced on 01/14/20)

Recommended Action: It is recommended that the City Council take the following actions:
Ord. No. 2178-C-S adopted, 5/0

- 1) Adopt an Ordinance making text Amendments to Chapter 5 of Title 9 of the Antioch Municipal Code regulating Family Day Care Homes.

Ord. No. 2179-C-S adopted, 5/0

- 2) Adopt an Ordinance adding language to Chapter 5 of Title 9 of the Antioch Municipal Code regulating Planning Application Withdrawals.

J. CONSIDERATION OF BIDS FOR THE WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS (P.W. 503-18)

Reso. No. 2020/09 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution to:

- 1) Authorize an amendment increasing the FY19/20 Capital Improvement Budget for the Water Main Replacement (“Project”) in the amount of \$4,500,000 from the Water Enterprise Fund;
- 2) Relieve Ghilotti Construction Company from their bid due to a mistake they made filling out their bid; and
- 3) Award the contract to the lowest responsive and responsible bidder, California Trenchless, Inc. and authorize the City Manager to execute an agreement in the amount of \$4,244,600.00.

CONSENT CALENDAR for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency – Continued

K. FOURTH AMENDMENTS TO THE CONSULTANT SERVICE AGREEMENTS WITH SALABER AND ASSOCIATES AND COASTLAND FOR ON-CALL CONSULTANT INSPECTION SERVICES

Reso. No. 2020/10 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the fourth amendments to the Consultant Service Agreements with Salaber and Associates (“SA”) in an amount not to exceed \$300,000 for a total contract amount of \$662,500, and Coastland in an amount not to exceed \$300,000 for a total contract amount of \$762,500 for on-call consultant inspection services and extending the term of the contracts through December 31, 2020.

L. RESOLUTION OF SUPPORT FOR A TRANSPORTATION DEVELOPMENT ACT GRANT FOR THE PEDESTRIAN SAFETY IMPROVEMENTS, PHASE II (P.W. 124-2)

Reso. No. 2020/11 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the Resolution of Support and authorize the filing of a grant application to Metropolitan Transportation Commission (MTC) requesting an allocation of Transportation Development Act (TDA) Article 3 Pedestrian/Bicycle project funds in the amount of \$120,000 for the Antioch School Pedestrian Safety Improvements Project.

M. SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR THE DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN FOR THE EAST CONTRA COSTA COUNTY PORTION OF THE TRACY SUBBASIN (P.W. 704-3)

Reso. No. 2020/12 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution amending the Memorandum of Understanding (MOU) with member agencies for the development of the Groundwater Sustainability Plan (GSP) for the East Contra Costa Subbasin.

COUNCIL REGULAR AGENDA

3. CONSULTING SERVICES AGREEMENT FOR UNHOUSED RESIDENT COORDINATOR SERVICES

Reso. No. 2020/13 adopted with minor change, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the Consulting Services Agreement with Focus Strategies for Unhoused Resident Coordinator Services.

COUNCIL REGULAR AGENDA – Continued

4. UPDATE ON PEDESTRIAN AND TRAFFIC IMPROVEMENTS

Received and filed

Recommended Action: It is recommended that the City Council receive and file.

5. HOUSING LAW AND REGIONAL HOUSING NEEDS ALLOCATION (RHNA) UPDATE PRESENTATION

Received and feedback provided

Recommended Action: It is recommended that the City Council receive a presentation on recent updates to Housing Law in California and the Regional Housing Needs Allocation process and offer any questions.

6. CIVIC ENHANCEMENT GRANTS

Tabled indefinitely, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the 2019-2020 Civic Enhancement Grants.

7. VISION AND STRATEGIC PLAN 2019-2029 UPDATE

Table until February approved, 5/0

Recommended Action: It is recommended that the City Council receive the Vision and Strategic Plan 2019-2029 Quarterly Update, and review and file the progress report.

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and City Manager – no longer than 6 months.*

MOTION TO ADJOURN – *After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting.*
Motioned to adjourn meeting at 10:17 p.m., 5/0

CITY OF
ANTIOCH
CALIFORNIA

IN HONOR OF
JIMMY DENNIS HOLLISON
“DENNY”

“ANTIOCH’S 2019/2020 VETERAN OF THE YEAR”

WHEREAS, Jimmy Hollison (Denny) was born in Des Moines, Iowa on January 29, 1947, to a large family and was raised between Los Angeles and Galt, CA;

WHEREAS, in 1968 he joined the United States Army as a “Heavy Truck Operator” and was sent to S. Vietnam later in the Year;

WHEREAS, Denny was stationed with the 101st Airborne Division (2nd BN, 502nd Inf. Division) as a “Road Warrior”;

WHEREAS, Denny moved to the “Gateway to the Delta” in 1996, and is married to Diane Marie Hollison with their 3 children, Sara Ruegg Hollison, Paul D. Hollison, and Kyle Gottwald;

WHEREAS, in 1970, Denny became a Life Member of the VFW and in 1972, Denny served as the Galt VFW Commander, and was a High School Football Coach for Galt and Livermore, CA;

WHEREAS, Denny became the Antioch VFW Post 6435 Commander in 2016 and still serves the post in that capacity;

WHEREAS, Denny takes great pride, in being a member of the Antioch VFW Post 6435 where he gives back to the community and helps veteran’s in need; and

WHEREAS, Denny is a constant advocate for the Veteran’s here in the City of Antioch! He has served as the Security Coordinator for Contra Costa Counties Homeless Veteran “Stand Down on the Delta” since 2015.

NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch, do hereby salute, commend and honor JIMMY DENNIS HOLLISON for his dedication, commitment, and positive influence to our community and the Veterans in the City of Antioch.

JANUARY 28, 2020

SEAN WRIGHT, Mayor

BOARDS / COMMISSION / COMMITTEE VACANCY ANNOUNCEMENTS

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards and committees. Any interested resident is encouraged to apply for the vacancy listed below. To be considered for this volunteer position, a completed application must be received in the Office of the City Clerk by the date listed below. Applications are available at <https://www.antiochca.gov/#> and at the City Clerk's Office, City Hall, 200 H Street, Antioch, CA 94509, (925) 779-7009.

➤ ***PLANNING COMMISSION – Deadline date: 02/14/2020***

Your interest and desire to serve our community is appreciated.

One (1) Partial-Term Vacancy expiring October 2021

- The Commissioners makes decisions and recommendations to the City Council on land use, zoning and General Plan issues.
- Must be a resident of the City of Antioch.
- Meetings are held the first and third Wednesday of each month at 6:30 p.m. in the Council Chamber
- 7 member board – 4 year terms. This partial-term vacancy will expire October 2021.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

CITY OF ANTIOCH CODE ENFORCEMENT DIVISION



**DO NOT ENTER
UNSAFE TO OCCUPY**

Code Enforcement/Building Division
P.O. Box 5007
Antioch, CA 94531

This building located at _____ has been found to be in violation of the California Health and Safety Code, section 17920.3 and is hereby declared to be **SUBSTANDARD, HAZARDOUS and/or UNSANITARY**. Per Section 1104.2 Uniform Housing Code. No person shall remain in or enter any building that has been so declared, unless that entry may be made to repair, demolish or remove such building under permit. No person shall remove or deface any such notice after it is posted until the required repairs, demolition or removal have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code. Any person violating this subsection shall be guilty of a misdemeanor.

AMC 5-14.03 ENTERING ON PRIVATE PROPERTY OR BUSINESS PREMISES AFTER NOTIFICATION TO KEEP OFF. It shall be unlawful for any person to enter upon any private property or business premises in the city without the permission, express or implied, of the owner or lessee or other person in charge of such property or premises after having been notified by such owner, lessee, or other person in charge thereof to keep off or to keep away therefrom.

AMC 5-14.04 PENALTY. Any person who violates any provision of this chapter shall be guilty of a misdemeanor and punished according to §§ 1.2, 01 et seq.

REASON FOR POSTING:

<input type="checkbox"/> Lack of hot and cold running water	<input type="checkbox"/> Lack of required electrical lighting
<input type="checkbox"/> Lack of adequate heating	<input type="checkbox"/> Lack of connection to required sewage disposal system
<input type="checkbox"/> Faulty weather protection	<input type="checkbox"/> Unsafe building due to inadequate maintenance
<input type="checkbox"/> All building or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed for intended to be used for those occupancies.	
<input type="checkbox"/> Refer to the Notice and Order to Repair or Vacate for additional violations and corrections	



Dec 31, 2019 at 12:32 PM



MA 05:17:28 AM

DEFINITION OF CODE ENFORCEMENT:

“Code Enforcement is the prevention, detection, investigation and enforcement of violations of statutes or ordinances regulating public health, safety, and welfare, public works, business activities and consumer protection, building standards, land-use, or municipal affairs.”

—Excerpt from Code Enforcement – A Comprehensive Approach by Joseph M. Schilling and James B. Hare. © 1994, Solano Press Books, www.solano.com

HEALTH & SAFETY
HOUSING
BLIGHT
ELECTRICAL
PLUMBING

ZONING/LAND USE
PUBLIC NUISANCE
BUILDING
MECHANICAL
...AND MORE!

CODE ENFORCEMENT DIVISION CONTACT INFORMATION:

- Phone: (925)779-7042
- Email: CODEENFORCEMENTCOMPLAINTS@ci.antioch.ca.us
 - See,Click,Fix (smartphone application)

ADMINISTRATIVE NOTICES

Notice Of Violation (NOV)



NOTICE OF VIOLATION OF ANTIOCH MUNICIPAL CODE AND MAINTAINING A PUBLIC NUISANCE IN THE CITY OF ANTIOCH

To: _____
 Location of property: _____
 APN: _____ Date of Inspection: _____ Case #: _____

The property listed above has been found to be in violation of the City of Antioch's Municipal Code. The violation(s) marked below require immediate action by the property owner/resident. Failure to correct these violation(s) by the date indicated will result in further actions being taken by the City.

- Antioch Municipal Code Section:**
- 4-16.02 - Major automotive repairs in public view in a residential district.
 - 5-1.202(A)(1)(a) - Property inadequately maintained, inoperable equipment, junk, rubbish, building materials, and/or containers in public view.
 - 5-1.202(A)(2) - Overgrown, dead or decaying trees, weeds or other vegetation posing a risk of harm to the public and/or create visual blight.
 - 5-1.202(B) - Building or structures which are broken, deteriorated, or in a state of disrepair including walls, fences, signs, retaining walls.
 - 5-1.202(C)(1) - Vacant building, structure or other property that is unsecured.
 - 5-1.202(D) - Outdoor parking or storage of inoperable, wrecked, dismantled, salvaged, abandoned vehicle, or parts thereof, including watercraft.
 - 5-1.202(D)(2) - Parking on unimproved surfaces.
 - 6-3.02 - Solid waste and recycling, mandatory service.
 - 7-2.613(A)(2) - No encroachment of any nature which impedes/obstructs the public right-of-way or which impairs adequate sight distance.
 - 8-1.02 - Building permits required to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish any building.
 - 9-5.1101 - Sight obstructions at intersections (and driveways).
 - 9-5.1210 - Tree branches shall be trimmed at least 7 feet over the sidewalk and 14 feet over the street.
 - 9-5.1210 - It shall be unlawful to keep or maintain any recreational vehicle as a temporary or permanent residence upon any lot or parcel.
 - Other: _____
 - Other: _____

Required Corrections: You must correct the violation(s) noted above by the deadline on this notice. A re-inspection will be performed on or shortly after the deadline. If you fail to correct the violation(s) by the deadline on this notice, the City may issue Administrative Citations which carry fines ranging from \$100 to \$1,000 per violation for every day the violation(s) are permitted to remain. A re-inspection fee of \$200 will be added to each citation. In addition to citations, the City may take any other legal action(s) necessary to bring the property into compliance.

If you have questions regarding this notice, you may contact me at the number indicated below.

Notes: _____

The property owner is responsible for all costs involved with the City's investigation of this nuisance including citations, inspection fees, hearing costs, and any other costs incurred by the City if forced to abate this nuisance.

Correct violation(s) by: _____ Officer: _____
 Request building permit(s) by: _____ Phone: 925-779- _____ Date: _____

- No fees or fines are billed to the property owner when issuing a NOV or N&O.
- Failure to correct the violations by the deadline noted on the NOV or N&O may result in citations and re-inspection fees being assessed against the property owner.

Notice And Order (N&O)



NOTICE AND ORDER TO REPAIR OR VACATE

(Antioch Municipal Code § 8-9.01 § 8-10.01 § 2-3.103)

To: _____
 Location of property: _____
 APN: _____ Date of Inspection: _____ Case #: _____

The property listed above has been found to be in violation of the Antioch Municipal Code, Uniform Housing Code and the Uniform Code for the Abatement of Dangerous Buildings. The conditions of the structure are substandard, dangerous and constitute a public nuisance as defined in the below codes. The violation(s) marked below require immediate action by the property owner. Failure to correct the violation(s) by the date indicated will result in further actions being taken by this department including a \$200.00 fee per re-inspection.

- Sub-Standard Housing: Health & Safety Code 17920.3**
- | | |
|---|---|
| <input type="checkbox"/> Lack of or improper water closet, lavatory, bathtub or shower in a dwelling unit 17920.3 (a-1) | <input type="checkbox"/> No connection to sewage disposal system 17920.3 (a-15) |
| <input type="checkbox"/> Lack of hot and cold running water to plumbing fixtures in a dwelling unit 17920.3 (a-5) | <input type="checkbox"/> Lack of adequate garbage and rubbish storage and removal facilities 17920.3 (a-16) |
| <input type="checkbox"/> Lack of adequate heating 17920.3 (a-8) | <input type="checkbox"/> Any nuisance 17920.3 (c) |
| <input type="checkbox"/> Lack of required electrical lighting 17920.3 (a-10) | <input type="checkbox"/> Wiring not in good/safe working condition 17920.3 (d) |
| <input type="checkbox"/> Dampness of habitable rooms 17920.3 (a-11) | <input type="checkbox"/> Plumbing not in good working condition 17920.3 (e) |
| <input type="checkbox"/> Infestation of insects, vermin, rodents 17920.3 (a-12) | <input type="checkbox"/> Weather protection and/or broken window/door 17920.3(g-2) |
| <input type="checkbox"/> Visible mold growth 17920.3 (a-13) | <input type="checkbox"/> Adequate exit facilities 17920.3(i) |
| <input type="checkbox"/> General dilapidation/improper maintenance 17920.3 (a-14) | <input type="checkbox"/> AMC 5-1.202(C)(1) Abandoned/unsecured or partially constructed buildings |
| <input type="checkbox"/> All buildings or portions thereof occupied for living, sleeping, cooking or dining purposes that were not designed or intended to be used for those occupancies. 17920.3 (j) | <input type="checkbox"/> Accumulation of weeds, junk, garbage, rodent harborage, debris, stagnant water, conditions which constitute fire, health or safety hazards 17920.3 (j) |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

YOU ARE HERBY ORDERED TO CORRECT NOTED VIOLATIONS OR VACATE AND PROPERLY SECURE THE STRUCTURE TO PREVENT UNAUTHORIZED ENTRY BY DATE: _____ TIME: _____

Correction(s): _____

PRIOR TO ANY REPAIRS, PER AMC 8-1.01, YOU MUST CONTACT THE ANTIOCH BUILDING/PLANNING DIVISION TO OBTAIN INFORMATION ON APPLYING FOR THE PROPER PERMITS (OPENING THIS FORM WITH YOU). HAVE ALL REQUIRED PERMITS INSPECTED AND FINISHED BY THE BUILDING DIVISION.

The property owner is responsible for all costs involved with the City's investigation of this nuisance, including inspection fees, hearing costs, and any costs incurred by the City if forced to abate this nuisance.

Correct Violation(s) by: _____ Officer: _____
 Request building permit(s) by: _____ Phone: 925-779- _____ Date: _____

FINES & FEES:

AMC 1-5.02: "In addition to the other remedies provided in this code and in state law for violations of this code, there is hereby established a procedure for the imposition of administrative fines and penalties, hereafter referred to as "fines." At the discretion of the relevant enforcement officer, this chapter may be used for the enforcement of any section or provision of this code."

ADMINISTRATIVE CITATION				Citation #250000	
City of Antioch					
<input type="checkbox"/> Code Enforcement – (925) 779-7042 <input type="checkbox"/> Police Department – (925) 779-6900 <input type="checkbox"/> Animal Control – (925) 779-6989					
Date of Violation	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Day of Week		
Location of Violation					
Citation Issued To (owner/resident/business)					
Address (if different than violation)					
City		State		Zip	
Driver's License		State	DOB		
Vehicle License	State	Year	Make	Model	Color
You are being issued an Administrative Citation for the violation(s) listed below. Continued violation may result in additional Administrative Citations and/or legal action.					
<input type="checkbox"/> 1 st Violation – \$100.00/\$130.00 <input type="checkbox"/> 2 nd Violation – \$500.00/\$700.00 <input type="checkbox"/> 3 rd Violation – \$1,000.00/\$1,300.00					Refer to the back of this citation for information on paying the amount indicated.
Code Section	Description of Violation			Fine Amount	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
REINSPECTION FEE: \$				TOTAL DUE: \$	
Notes:					
Issuing Officer		ID number	Date	Case #	
TO AVOID ADDITIONAL CITATIONS, YOU MUST CORRECT THE ABOVE VIOLATION(S) ON OR BEFORE:					
Questions regarding payment of this citation, call the Finance Department, (925) 779-7055. Mail payment to: <p style="text-align: center;"> City of Antioch Finance Department P.O. Box 5007 Antioch, CA 94531-5007 </p> To pay in person, the Cashiers are located on the First Floor of City Hall, 200 H Street, Antioch, California, Monday – Friday – 8:00 a.m. – 4:30 p.m. except holidays					
See Reverse Side					

FINES & FEES CONT'D

CITY OF ANTIOCH MASTER FEE SCHEDULE

DESCRIPTION	FEE
CODE ENFORCEMENT: Code Enforcement (Municipal Code Violations) Code Compliance Re-Inspection	Set by courts \$ 233.00

AMC 1-5.06 FINES; AMOUNTS

- (1) \$100 for the first violation;
- (2) \$100 for a repeat violation of the same ordinance occurring within one year of the issuance of a notice of a violation when a citation was not issued;
- (3) \$500 for the second violation of the same ordinance occurring within one year of a citation;
- (4) \$1,000 for the third and subsequent violation of the same ordinance within one year of a citation.

Re-inspection fee

A re-inspection fee of \$233 is charged if any violations remain at the time of re-inspection.

Late payment fee

10% of the administrated fees

Failure to Pay Fines

The City will collect unpaid fines or fees by use of all available legal means, including but not limited to, collections, judgments, and special assessment liens on the property.

ABATEMENT BY CITY

If the City corrects a violation by abatement, the property owner will be billed \$2,005 per abatement plus actual staff cost at fully allocated hourly rate of on-site review plus actual cost of abatement.

- **Antioch Municipal Code authorizes the city to abate**
- **Abatement procedures vary depending on type of violation (junk/rubbish accumulation vs. inoperable vehicle)**
- **Court issued Abatement Warrant required for most abatements**

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 IN AND FOR THE COUNTY OF CONTRA COSTA
3 NO. [REDACTED]
4 IN THE MATTER OF THE)
5 APPLICATION OF THE CITY OF)
6 ANTIOCH FOR INSPECTION AND)
7 ABATEMENT WARRANT FOR THE)
8 PROPERTY LOCATED AT)
9 APN [REDACTED] ANTIOCH,)
10 CALIFORNIA)
11)
12)
13)
14)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)

THE PEOPLE OF THE STATE OF CALIFORNIA, TO THE CITY ATTORNEY FOR THE CITY OF ANTIOCH and duly authorized representatives:
Upon good cause shown to the Court:
YOU ARE COMMANDED TO CONDUCT an inspection and abatement of the premises known as APN [REDACTED] Antioch, California, including all yards pursuant to Code of Civil Procedure sections 1822.50 et seq. for the purpose of conducting an inspection and abatement.
Proof, by declaration having been made this day before me by Curt Michael, that inspection and abatement is necessary in order to effect the regulatory provisions of Antioch Municipal Code (hereinafter "AMC") and that conditions of nonconformity with the AMC exist on the premises located at APN [REDACTED] Antioch, California.
Proof, by declaration having been made this day before me by Curt Michael demonstrating sufficient facts or circumstances facts to establish that compliance with the AMC has been sought and that the property owner has failed to correct the AMC violations at the premises located at APN [REDACTED] Antioch, California and that there are circumstances reasonably justifying the failure to further seek such compliance.
The inspection and abatement pursuant to this warrant may be made during the hours of 8:00



(December 2018 – November 2019)

ILLEGAL DUMPING

6,251 cubic yards of illegally dumped debris removed from city sidewalks and streets



GRAFFITI

Abated graffiti from public property at 733 locations.



SHOPPING CARTS

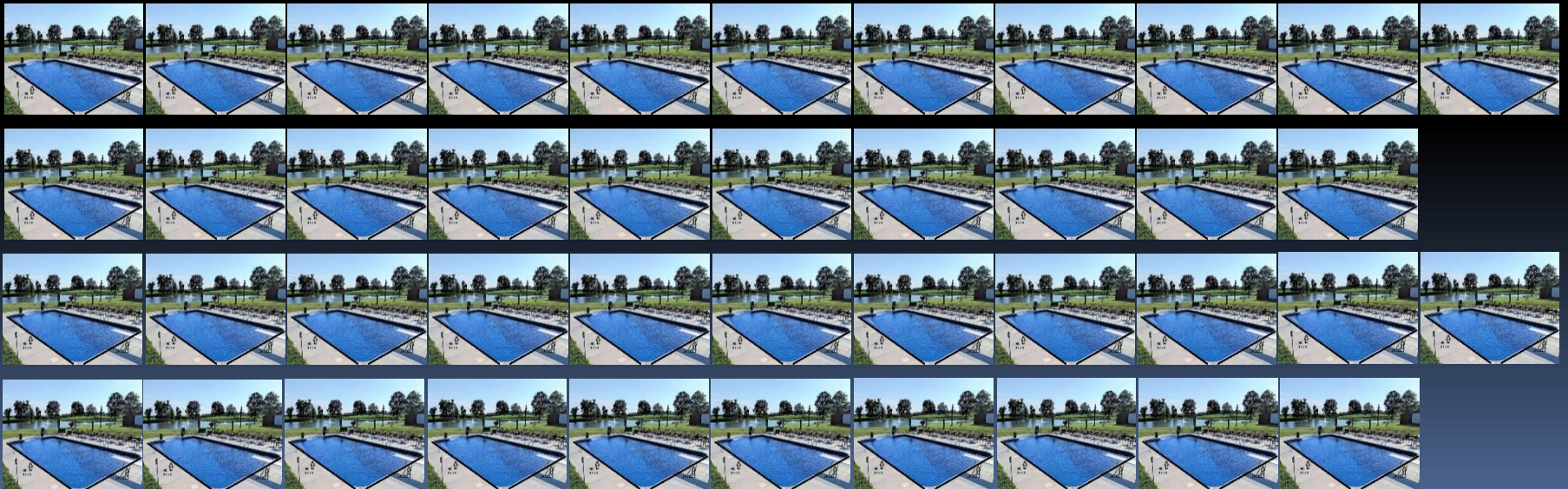
Abated 1,500 abandoned shopping carts on public property





One 40' x 20' pool holds 30 trailer loads of debris (150 cu. yds.)

The Abatement Team removed junk/rubbish from city property capable of filling 42 pools



ENCAMPMENTS





24 HOUR NOTICE OF CLEAN-UP

The City of Antioch will be enforcing the Antioch Municipal Code (AMC) which requires the removal of accumulated junk, property and/or garbage including any temporary shelters in the vicinity of:

Any individual(s) residing or storing property within this area are in violation of the AMC and PC 647(e) and will need to immediately move off this site and remove any personal property they own.

On _____, at _____, the City of Antioch will conduct a clean-up of the area, including the removal of all individuals, personal property, temporary shelters, and junk and/or garbage from this area.

Individuals wishing to reclaim personal property collected by the City as part of this clean-up project may do so by contacting the Code Enforcement Division at 925-779-7042 or in person at 200 H Street, second floor between the hours of 8:00am and 11:30am Monday through Friday for a period of ninety (90) days from _____. If the property is not claimed by _____ it will be destroyed.

BE ADVISED

PC 647(e) Except as provided in subdivision (l), every person who commits any of the following acts is guilty of disorderly conduct, a misdemeanor: (e) Who lodges in any building, structure, vehicle, or place, whether public or private, without the permission of the owner or person entitled to the possession or in control of it.

AMC 9-5.2904

IT IS A MISDEMEANOR TO VIOLATE THE ZONING CODE OF THE CITY WHICH PROHIBITS LAND BE USED FOR ANY PURPOSE OTHER THAN AS PERMITTED.

AMC 5-1.202(A)(1)(a) IT IS UNLAWFUL AND A PUBLIC NUISANCE TO ALLOW ACCUMULATION OF JUNK/RUBBISH.



HOMELESS? LOSING YOUR HOUSING?

CALL 211 or

Text 898211 with your zip code

FREE CONFIDENTIAL SERVICE AVAILABLE 24/7

Callers will be matched and referred to appropriate programs

WALK INTO A CARE CENTER

Coordinated Assessment Referral and Engagement (CARE) Centers can provide help with:

- Showers
- Food
- Laundry
- Case management
- Benefits enrollment
- Health care services
- Mental health services
- Substance use disorder services
- Housing search assistance
- Screening and referrals for housing / utility assistance

Please note not all services are available at all sites.

CONCORD

(Anka, next to Concord Adult Shelter)
2047-A Arnold Industrial Way
M-F, 8 am-5 pm

RICHMOND

NEW LOCATION!
(GRIP)
165 22nd Street
M-F, 8 am-5 pm

CONCORD

Specializing in Families and Seniors
(Monument Crisis Center)
1990 Market Street

WALNUT CREEK

NEW LOCATION!
(Trinity Center)
1271 S. California Blvd.
M-F, 8 am-5 pm

Walk in hours: M-Th, 9 am-Noon & Tu, 5 pm-7 pm



ADMINISTRATION



In 2019, the Code Enforcement Division began participating in the Mattress Recycling Council (MRC) program operated by the State of California's Department of Resources Recycling and Recovery (Cal Recycle). During the year, Code Enforcement reported 748 mattresses collected to MRC/CalRecycle, resulting in **\$11,220 back to the city in reimbursements!** For information on recycling your mattress, visit: www.mattressrecyclingcouncil.org

In 2019, the Code Enforcement Division tested a new program to assist residents with debris removal. The City of Antioch and Republic Services partnered together to host cleanup events, providing residents a no-cost way to legally dispose of unwanted items. During the pilot period, nine cleanup events were held in various neighborhoods resulting in **400 tons of debris removed from private properties!!**



CODE ENFORCEMENT IN 2020:

- Increase staffing to 7 full time Code Enforcement Officers
 - Increase staffing to 2 full time Code Enforcement Technicians
 - Expand Neighborhood Cleanup program
 - Continue providing high standard of service
-

CODE ENFORCEMENT DIVISION CONTACT INFORMATION:

Phone: (925)779-7042

Email: CODEENFORCEMENTCOMPLAINTS@ci.antioch.ca.us



See, Click, Fix (smartphone application)

**CITY COUNCIL MEETING
INCLUDING THE ANTIOCH CITY COUNCIL
ACTING AS HOUSING SUCCESSOR
TO THE ANTIOCH DEVELOPMENT AGENCY
ANTIOCH PUBLIC FINANCING AUTHORITY**

**Regular Meeting
7:00 P.M.**

**January 14, 2020
Antioch Community Center**

Mayor Wright called the meeting to order at 7:00 P.M., and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Motts, Thorpe, Ogorchock and Mayor Wright

PLEDGE OF ALLEGIANCE

Mayor Wright led the Council and audience in the Pledge of Allegiance.

- 1. REPORT OUT OF CLOSED SESSION AGENDA ITEM NO. 2 FROM THE DECEMBER 10, 2019, REGULAR CITY COUNCIL MEETING:** Zeka Ranch One, LLC et al. v. City of Antioch et al., Contra Costa Superior Court Case Nos. N18-0228, N18-0229, N18-0231, and N18-0232.

City Attorney Smith reported that during the December 10, 2019 Closed Session, on motion by Mayor Wright, seconded by Councilmember Ogorchock, Council voted unanimously to withdraw the City's appeals in the First District Court of Appeals concerning the "Let Antioch Voters Decide" initiative (Case Nos. N18-0229, N18-0231).

PROCLAMATION

Human Trafficking Awareness Month, January 2020

On motion by Councilmember Wilson, seconded by Councilmember Motts, the Council unanimously approved the Proclamation.

Mayor Wright and Councilmember Wilson presented the *Human Trafficking Awareness Month* proclamation to representatives from the Family Justice Center and Community Violence Solutions who thanked the City for the recognition. They announced Contra Costa Human Trafficking awareness event would be held from 12:00 P.M. – 2:00 P.M. on January 24, 2020 at the Family Justice Center.

Mayor Wright thanked Councilmember Wilson for her dedication and devotion to this effort.

Councilmember Wilson thanked the Council for recognizing *Human Trafficking Awareness Month* and the Antioch Police Department for their support. She acknowledged organizations that were committed to this issue.

Councilmember Thorpe thanked Councilmember Wilson for her dedication to this issue.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Kaiser announced the City of Antioch would be honoring Dr. Martin Luther King Jr. by hosting the following Day of Services events from 9:00 A.M. – 12:00 P.M. on January 20, 2020:

- Litter pick-up – Prewett Community Park
- Landscape Improvements and Planting – Nick Rodriguez Community Center
- Picnic, Playground and Park Improvements – Antioch Community Park

Councilmember Ogorchock announced East County Women’s March for the League of Women Voters would begin at 9:30 A.M. on January 18, 2020 at Deer Valley High School.

PUBLIC COMMENTS

Stacey Wright, Antioch resident, expressed concern regarding excessive speeding along Canada Valley Road and requested the City consider installing speed bumps to slow traffic in the area.

Nicole Gardner thanked Council for adding funds to the homeless services account and advocated on behalf of the homeless community in Antioch. She also spoke in support of comments made by Ellie Householder.

Mariah Williams, Antioch resident, Facing Homelessness, expressed interest in developing donated land into a homeless community.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Motts reported on her attendance at the Lone Tree Golf Course Committee meeting.

Mayor Wright reported on his attendance at the Lone Tree Golf Course Committee meeting and Mayor’s Conference.

MAYOR’S COMMENTS

Mayor Wright encouraged the community to participate in the Dr. Martin Luther King Jr. Day of Service activities and thanked everyone who was involved in bringing the program forward.

PROCLAMATION – Continued

Mayor Wright presented the *Human Trafficking Awareness Month* proclamation to a representative from Love Never Fails.

3. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency/Antioch Public Financing Authority**
 - A. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR DECEMBER 10, 2019**
 - B. **APPROVAL OF COUNCIL REGULAR MEETING MINUTES FOR DECEMBER 10, 2019**
 - C. **APPROVAL OF COUNCIL WARRANTS**
 - D. **ORDINANCE NO. 2175-C-S SECOND READING – ORDINANCE AMENDING CERTAIN CHAPTERS OF TITLE 8 OF THE ANTIOCH MUNICIPAL CODE “BUILDING REGULATIONS”, ADOPTING THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODES AND RELATED MODEL CODES (*Introduced on 12/10/19*)**
 - E. **RESOLUTION NO. 2020/01 LYNN HOUSE LEASE AGREEMENT**
 - F. **RESOLUTION NO. 2020/02 APPROVING THE FIRST AMENDMENT TO THE DEFERRED IMPROVEMENT AGREEMENT AND THE RELEASE OF BONDS FOR BUCHANAN CROSSINGS (PW 357-302-08)**
 - G. **RESOLUTION NO. 2020/03 CONSIDERATION OF BIDS FOR PREWETT PARK DECK COATING REPLACEMENT (P.W. 567-8)**
 - H. **RESOLUTION NO. 2020/04 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE TRENCHLESS REHABILITATION OF 33-INCH DIAMETER SANITARY SEWER PIPELINE AT VARIOUS LOCATIONS (P.W. 684-1)**
 - I. **RESOLUTION NO. 2020/05 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE MARINA BOAT LAUNCH FACILITY RESTROOM (P.W. 523-16R)**
 - J. **RESOLUTION NO. 2020/06 COMMUNITY CAMERA SYSTEM WITH SOLE SOURCE JUSTIFICATION REQUEST**
 - K. **RESOLUTION NO. 2020/07 MOTOROLA PORTABLE RADIO EXPENDITURE WITH SOLE SOURCE JUSTIFICATION REQUEST**

- L. COUNCIL OVERNIGHT TRAVEL TO THE LEAGUE OF CALIFORNIA CITIES:
 - POLICY COMMITTEE MEETINGS
 - MAYORS AND COUNCIL MEMBERS EXECUTIVE FORUM AND ADVANCED LEADERSHIP WORKSHOP
 - ANNUAL CONFERENCE
- M. CITY OF ANTIOCH COMPREHENSIVE ANNUAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2019
- N. CITY OF ANTIOCH TRANSPORTATION DEVELOPMENT ACT FUND FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORTS FOR THE YEAR ENDED JUNE 30, 2019
- O. ANTIOCH AREA PUBLIC FACILITIES FINANCING AGENCY BASIC FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORTS FOR THE YEAR ENDED JUNE 30, 2019
- P. CITY OF ANTIOCH INDEPENDENT ACCOUNTANT'S REPORT ON AGREED-UPON PROCEDURES APPLIED TO APPROPRIATIONS LIMIT SCHEDULE FOR THE FISCAL YEAR ENDING JUNE 30, 2020

City of Antioch Acting as Successor Agency to the Antioch Development Agency

- Q. SA RESOLUTION NO. 2020/32 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (20-21) FOR THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH

Antioch Public Financing Authority

- R. ANTIOCH PUBLIC FINANCING AUTHORITY – BASIC FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT FOR THE YEAR ENDED JUNE 30, 2019

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously approved the Council Consent Calendar with the exception of Items E and L, which were removed for further discussion.

Item E - Fred Hoskins, Antioch resident, gave a history of the Arts and Cultural Foundation and urged Council to not support the approval of the Lynn House Agreement.

Director of Economic Development Reed explained that under the agreement, the Lynn House would be operated by a local resident. He reviewed the price structure.

Councilmember Motts spoke in support of the Lynn House Agreement.

On motion by Councilmember Thorpe, seconded by Councilmember Motts, the City Council unanimously approved Item E.

Item L – Acting City Manager/Administrative Services Director Mastay introduced Item L.

Councilmember Thorpe motioned to table Item L until the previously requested Travel Policy comes back to Council for consideration. Councilmember Wilson seconded the motion.

Councilmember Ogorchock stated that participation in the League of California cities had been ongoing.

City Clerk Simonsen announced that the first policy meetings would be held January 23 and 24, 2020 in Sacramento which was within driving distance so cost estimates were on the high side.

Councilmember Ogorchock added that she served as first Vice President for Mayors and Councilmembers.

Councilmember Motts suggested Council approve the January 23-24, 2020 policy committee meetings and delay consideration of any other expenditures until the travel policy was brought forward for consideration.

Following discussion, Councilmember Thorpe stated if Council wanted to allow Councilmember Ogorchock to attend the January conference, he could make another motion. Councilmember Wilson withdrew her second on the original motion.

Councilmember Thorpe then made the following motion:

On motion by Councilmember Thorpe, seconded by Councilmember Wilson, the City Council approved participation and authorized associated expenditures for the League of California Cities Policy Committee Meetings held in Sacramento, California January 23 through January 24, 2020.

PUBLIC HEARING

4. ORDINANCE GRANTING A FRANCHISE AGREEMENT TO PRAXAIR, INC. – INTRODUCTION AND FIRST READING OF AN ORDINANCE GRANTING A FRANCHISE AGREEMENT TO PRAXAIR, INC. TO TRANSPORT OXYGEN AND NITROGEN SUBSTANCES WITHIN CERTAIN PUBLIC STREETS IN THE CITY OF ANTIOCH

Acting City Manager/Administrative Services Director Mastay introduced Public Hearing Item #4.

Interim Public Works/City Engineer Grewal presented the staff report dated January 14, 2020 recommending the City Council: 1) Conduct the public hearing; 2) Make a motion to read the ordinance by title only. The City Clerk will read aloud the full title of the ordinance; the ordinance will grant Praxair, Inc. a franchise agreement to transport oxygen and nitrogen substances within certain public streets in the City of Antioch. 3) Make a motion to approve the first reading of the ordinance.

Mayor Wright opened and closed the public hearing with no members of the public requesting to speak.

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously approved the first reading of the ordinance.

5. SOLID WASTE AND RECYCLING SERVICE – UPDATE TO MANDATORY SERVICE REQUIREMENTS

Acting City Manager/Administrative Services Director Mastay introduced Public Hearing Item #5.

Director of Community Development Ebbs presented the staff report dated January 14, 2020 recommending the City Council introduce an ordinance amending Title 6, Chapter 3, Solid Waste Collection and Recycling, to define “occupied” and provide an exception process for service.

Mayor Wright opened and closed the public hearing with no members of the public requesting to speak.

Councilmember Motts encouraged staff to continue to look at cost effective options for residents to dispose of larger items.

In response to Council, Director of Community Development Ebbs announced that Code Enforcement Manager Michael would be providing Council with a presentation on the proactive programs developed for the community.

Councilmember Ogorchock stated that there had been improvements with proactive enforcement efforts and she recognized staff’s efforts to address this issue.

Mayor Wright spoke in support of the program and agreed that cost effective options would benefit the community.

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously introduced an ordinance amending Title 6, Chapter 3, Solid Waste Collection and Recycling, to define “occupied” and provide an exception process for service.

6. ZONING ORDINANCE AMENDMENTS FOR FAMILY DAY CARE HOMES AND PLANNING APPLICATION WITHDRAWALS (Z-19-05)

Acting City Manager/Administrative Services Director Mastay introduced Public Hearing Item #6.

Associate Planner Merideth presented the staff report dated January 14, 2020 recommending the City Council take the following actions: 1) Introduce an Ordinance making text Amendments to Chapter 5 of Title 9 of the Antioch Municipal Code regulating Family Day Care Homes. 2) Introduce an Ordinance adding language to Chapter 5 of Title 9 of the Antioch Municipal Code regulating Planning Application Withdrawals.

Mayor Wright opened and closed the public hearing with no members of the public requesting to speak.

On motion by Councilmember Motts, seconded by Councilmember Ogorchock, the City Council unanimously introduced an Ordinance making text Amendments to Chapter 5 of Title 9 of the Antioch Municipal Code regulating Family Day Care Homes.

On motion by Councilmember Motts, seconded by Councilmember Ogorchock, the City Council unanimously introduced an Ordinance adding language to Chapter 5 of Title 9 of the Antioch Municipal Code regulating Planning Application Withdrawals.

COUNCIL REGULAR AGENDA

7. INFORMATION ON THE APPOINTMENT OF BOARD, COMMISSION, AND COMMITTEE MEMBERS

City Attorney Smith presented the staff report dated January 14, 2020 recommending the City Council receive and file the report.

The City Council received the report.

8. PLANNING COMMISSION APPOINTMENT FOR TWO (2) FULL-TERM VACANCIES EXPIRING OCTOBER 2023

Mayor Wright nominated Milanka Schneiderman and Kerry Motts to fill (2) two full-term vacancies on the Board of Administrative Appeals expiring October 2023.

RESOLUTION NO. 2020/08

On motion by Councilmember Thorpe, seconded by Councilmember Motts, the City Council unanimously appointed by resolution Milanka Schneiderman and Kerry Motts to fill (2) two full-term vacancies on the Board of Administrative Appeals, expiring October 2023.

9. WORKING DRAFT OF CITY OF ANTIOCH FLAG POLICY

City Attorney Smith presented the staff report dated January 14, 2020 recommending the City Council provide feedback and direction to staff concerning the working draft of the City of Antioch Flag Policy.

Following discussion, the City Council directed City Attorney Smith to draft a flag policy whereby the City Clerk records the request which is forwarded to the City Manager and City Attorney for legal discretion. Requests would then be forwarded to the Council provided they meet the City's vision and objectives. Time limits would be determined by Council and limited to no more than one month.

In response to Councilmember Ogorchock, City Attorney Smith stated he would research whether there was a requirement that the American Flag be the largest on the flag pole.

10. INFORMATION ON METHODS FOR CHOOSING A MAYOR PRO TEMPORE

City Attorney Smith presented the staff report dated January 14, 2020 recommending the City Council provide feedback and direction to staff concerning its preferences for the process of determining the Mayor Pro Tempore following the upcoming Municipal Election.

Following discussion, the City Council gave the following direction:

- Mayor Pro Tem will serve on a one-year rotating basis.
- Two-year Districts (Districts #1 and #4) will serve as Mayor Pro Tem first in order of the highest percentage of votes received.
- Four-year Districts (Districts #2 and #3) will serve as Mayor Pro Tem second in order of the highest percentage of votes received.

PUBLIC COMMENTS

A representative of Love Never Fails thanked Council for recognizing their organization with the proclamation this evening and discussed services they provided to the community.

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS

Councilmember Motts requested staff discuss options to increase security at the BART station.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously adjourned the meeting at 8:26 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF
ANTIOCH
CALIFORNIA

CITY OF ANTIOCH
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 3 - JANUARY 16, 2020
FUND/CHECK#

100 General Fund

Non Departmental

00385736 DELTA DENTAL	INSURANCE PREMIUM	124.36
00385799 BAY AREA HOME OPTIONS INC	DEPOSIT REFUND	9,027.58
00385824 DIVISION OF STATE ARCHITECT	SB1186 REMITTANCE	1,191.80
00385844 HUWATSCHEK, KRISTI	STATE FEE REFUND	4.00
00385887 SAFE STEP WALK IN TUB COMPANY	SMIP FEE REFUND	1.98
00385889 SEMPER SOLARIS CONSTRUCTION	SMIP FEE REFUND	7.89
00385902 WHEEL WORKS	STATE FEE REFUND	4.00

City Council

00385749 LEAGUE OF CALIF CITIES	2020 MEMBERSHIP DUES	685.00
---------------------------------	----------------------	--------

City Attorney

00385766 SHRED IT INC	SHRED SERVICES	36.90
-----------------------	----------------	-------

City Manager

00385722 CALIF, STATE OF	USE TAX REMITTANCE	20.75
00385733 COSTCO	OFFICE SUPPLIES	153.57
00385735 COSTCO	OFFICE SUPPLIES	39.33
00385797 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,253.27
00385836 FEDERAL ADVOCATES INC	CONSULTING SERVICES	4,166.67
00385900 VERIZON WIRELESS	DATA SERVICES	53.85

City Clerk

00385766 SHRED IT INC	SHRED SERVICES	36.90
00385778 WESTAMERICA BANK	COPIER LEASE	270.80
00385833 EIDEN, KITTY J	MINUTES CLERK	2,572.50

City Treasurer

00935955 PFM ASSET MGMT LLC	ADVISORY SERVICES	8,713.08
-----------------------------	-------------------	----------

Human Resources

00385766 SHRED IT INC	SHRED SERVICES	73.81
00385778 WESTAMERICA BANK	COPIER LEASE	270.80
00935953 RETIREE	RETIREMENT GIFT	300.00
00935957 RETIREE	RETIREMENT GIFT	250.00

Economic Development

00385797 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	139.61
00385866 NORTHWEST MEDIA PARTNERS LLC	MEDIA PURCHASES	685.82
00935971 ORANGE22 INC	CONSULTING SERVICES	7,800.00

Finance Administration

00385709 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	88.78
00385756 OFFICE DEPOT INC	OFFICE SUPPLIES	261.37
00385778 WESTAMERICA BANK	COPIER LEASE	342.57

Finance Accounting

00385709 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,781.92
00385748 KOA HILLS CONSULTING LLC	AR INTERFACE	568.75
00385756 OFFICE DEPOT INC	OFFICE SUPPLIES	30.79
00385766 SHRED IT INC	SHRED SERVICES	73.80
00385868 OFFICE DEPOT INC	OFFICE SUPPLIES	518.30

Finance Operations

00385709 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	46.33
00385722 CALIF, STATE OF	USE TAX REMITTANCE	5.23

Prepared by: Lauren Posada

Finance Accounting

1/23/2020

2B

CITY OF
ANTIOCH
CALIFORNIA

CITY OF ANTIOCH
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 3 - JANUARY 16, 2020
FUND/CHECK#

00385771	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	44.00
00385868	OFFICE DEPOT INC	OFFICE SUPPLIES	112.92
00385898	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	3.00
Non Departmental			
00385709	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	71.01
00385773	WAGeworks	BUSINESS LICENSE TAX REFUND	230.00
00385803	CAMDEN VILLAGE	BUSINESS LICENSE TAX REFUND	225.37
00385844	HUWATSCHEK, KRISTI	BUSINESS LICENSE TAX REFUND	275.00
00385871	PACIFIC CREDIT SERVICES	COLLECTION AGENCY FEES	1,535.00
00385902	WHEEL WORKS	BUSINESS LICENSE TAX REFUND	1,721.87
Public Works Administration			
00385736	DELTA DENTAL	INSURANCE PREMIUM	17.86
00385778	WESTAMERICA BANK	COPIER LEASE	299.06
Public Works Street Maintenance			
00385722	CALIF, STATE OF	USE TAX REMITTANCE	179.57
00385739	FASTENAL CO	SUPPLIES	42.06
00385796	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	659.55
00385863	NEXTEL SPRINT	CELL PHONE	116.34
00385868	OFFICE DEPOT INC	OFFICE SUPPLIES	109.23
00935947	GRAINGER INC	SUPPLIES	61.86
Public Works-Signal/Street Lights			
00385722	CALIF, STATE OF	USE TAX REMITTANCE	137.15
00385731	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	32,304.92
00385782	AMERICAN GREENPOWER USA INC	INDUCTION LIGHTING	2,142.70
00385793	AT AND T MCI	PHONE	754.62
00385873	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,399.22
00385874	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	64.06
00935950	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	9,856.23
00935966	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	8,120.42
Public Works-Facilities Maintenance			
00385710	BAY CITIES PYROTECTOR	FIRE INSPECTION	370.00
00385714	BRIGHT SECURITY INTEGRATIONS	SERVICE UPGRADE	25,000.00
00385722	CALIF, STATE OF	USE TAX REMITTANCE	5.91
00385732	CONTRA COSTA FIRE EQUIPMENT	EQUIPMENT	101.70
00385737	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	240.00
00385751	M AND L OVERHEAD DOORS	REPAIR SERVICES	3,318.32
00385793	AT AND T MCI	PHONE	62.50
00385796	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,690.21
00385839	HOME DEPOT, THE	SUPPLIES	171.39
00385863	NEXTEL SPRINT	CELL PHONE	58.17
00385873	PACIFIC GAS AND ELECTRIC CO	GAS	110.35
00935950	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,777.93
Public Works-Parks Maint			
00385722	CALIF, STATE OF	USE TAX REMITTANCE	248.48
00385768	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,200.00
00385793	AT AND T MCI	PHONE	106.90
00385796	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	102.55
00385808	COMBINATION LOCK AND SAFE	REPAIR SERVICES	380.73

Prepared by: Lauren Posada
Finance Accounting

1/23/2020

CITY OF
ANTIOCH
CALIFORNIA

CITY OF ANTIOCH
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 3 - JANUARY 16, 2020
FUND/CHECK#

00385848	K2GC	WILLIAMSON RANCH PARK REPAIR	31,638.60
00385873	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	300.33
00935944	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	1,534.00
00935950	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,215.54
Public Works-Median/General Land			
00385722	CALIF, STATE OF	USE TAX REMITTANCE	26.61
00385793	AT AND T MCI	PHONE	243.03
00385794	AT AND T MCI	CONNECTION SERVICES	169.75
00385873	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	105.52
PW-Work Alternative-Strt Maint			
00385863	NEXTEL SPRINT	CELL PHONE	63.48
Police Administration			
00385713	BLUE SHIELD LIFE	INSURANCE PREMIUM	20.63
00385722	CALIF, STATE OF	USE TAX REMITTANCE	164.22
00385723	CNOA	TRAINING - A CRANDELL	120.00
00385724	CNOA	TRAINING - J VANDERPOOL	60.00
00385725	CNOA	TRAINING - R KATHAIN	60.00
00385726	CNOA	TRAINING - F BLUMBERG	60.00
00385727	CNOA	TRAINING - E MCMANUS	60.00
00385728	CNOA	TRAINING - R GEIS	60.00
00385729	CNOA	TRAINING - R DUFF	60.00
00385736	DELTA DENTAL	INSURANCE PREMIUM	213.65
00385738	EIDEN, KITTY J	MINUTES CLERK	100.00
00385740	FEDEX	SHIPPING	12.98
00385743	HILTON GARDEN INN	LODGING - M TORRES	588.67
00385755	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	185.38
00385789	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	527.50
00385810	CONCORD UNIFORMS LLC	EQUIPMENT	759.29
00385811	CONTRA COSTA COUNTY	ACADEMY FEES	4,840.00
00385816	CORDICO PSYCHOLOGICAL CORP.	PROFESSIONAL SERVICES	800.00
00385818	CRITES, BRITTNEY D	TRAINING PER DIEM	142.00
00385819	CRUMP INVESTIGATIONS	PROFESSIONAL SERVICES	1,766.35
00385828	EAN SERVICES LLC	RENTAL CAR - J COLLEY	229.32
00385832	ED JONES CO INC	UNIFORM BADGES	1,468.55
00385834	EMBASSY SUITES	LODGING - B CRITES	349.92
00385835	EMBASSY SUITES	LODGING - K INABNETT	349.92
00385846	INABNETT, KELLY	TRAINING PER DIEM	142.00
00385851	KIRBY POLYGRAPH & INVESTIGATIVE	PROFESSIONAL SERVICES	12,600.00
00385852	KNOX INVESTIGATIONS	PROFESSIONAL SERVICES	3,388.42
00385857	MATIS, ZECHARIAH DANIEL	TRAINING PER DIEM	355.00
00385867	OCEAN SPA	RECORDS FEE REFUND	250.00
00385878	PITNEY BOWES INC	PROFESSIONAL SERVICES	130.00
00385880	PORAC LEGAL DEFENSE FUND	RESERVE UNIT DUES	12.00
00385883	PSYCHOLOGICAL RESOURCES INC	EVALUATION SERVICES	7,130.00
00385884	REACH PROJECT INC	PROGRAM SERVICES	34,166.00
00385888	SAFESTORE INC	OFF-SITE EVIDENCE STORAGE	2,454.55
00385896	TORRES, MARCOS ANGEL	TRAINING PER DIEM	198.00
00385898	UNITED PARCEL SERVICE	SHIPPING	57.71

Prepared by: Lauren Posada
Finance Accounting

CITY OF
ANTIOCH
CALIFORNIA

CITY OF ANTIOCH
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 3 - JANUARY 16, 2020
FUND/CHECK#

00935943	COMPUTERLAND	COMPUTER SUPPLIES	345.35
00935947	GRAINGER INC	SUPPLIES	137.66
00935959	CDW GOVERNMENT INC	SOFTWARE	1,232.55
00935969	MOBILE MINI LLC	EVIDENCE STORAGE	276.34
00935972	PROFORCE MARKETING INC	EQUIPMENT	2,558.10
Police Community Policing			
00385713	BLUE SHIELD LIFE	INSURANCE PREMIUM	41.53
00385722	CALIF, STATE OF	USE TAX REMITTANCE	12.10
00385736	DELTA DENTAL	INSURANCE PREMIUM	268.18
00385740	FEDEX	SHIPPING	60.14
00385741	FLYMOTION	EQUIPMENT	6,823.98
00385759	PETERSON, SAMANTHA GENOVEVA	CHECK REPLACEMENT	108.70
00385779	ACEK9	VETERINARY SERVICES	336.00
00385788	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	66.28
00385789	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	1,311.25
00385807	CLASSY GLASS	PROFESSIONAL SERVICES	100.00
00385842	HUNT AND SONS INC	GAS	73.99
00385892	SP PLUS CORPORATION	PARKING ENFORCEMENT	13,659.08
00935943	COMPUTERLAND	COMPUTER SUPPLIES	272.47
Police Investigations			
00385814	CONTRA COSTA COUNTY	CRIME LAB FEES	22,432.50
00385825	DS WATERS OF AMERICA	WATER SERVICE	211.88
00385859	RETIREE	ADVANCED DISABILITY PAYMENT	5,028.00
00385903	RETIREE	ADVANCED DISABILITY PAYMENT	810.97
Police Special Operations Unit			
00385722	CALIF, STATE OF	USE TAX REMITTANCE	15.00
00385827	EAN SERVICES LLC	VEHICLE RENTAL	689.06
Police Communications			
00385793	AT AND T MCI	PHONE	5,374.91
00385864	NGUYEN, TIFFANY JACQUELINE	EXPENSE REIMBURSEMENT	32.05
Office Of Emergency Management			
00385793	AT AND T MCI	PHONE	324.25
Police Facilities Maintenance			
00385707	AT AND T MOBILITY	DEPARTMENT CELL PHONES	6,433.12
00385710	BAY CITIES PYROTECTOR	FIRE INSPECTION	370.00
00385714	BRIGHT SECURITY INTEGRATIONS	SERVICE UPGRADE	15,933.46
00385722	CALIF, STATE OF	USE TAX REMITTANCE	1.97
00385751	M AND L OVERHEAD DOORS	REPAIR SERVICES	423.78
00385764	SAM CLAR OFFICE FURNITURE	OFFICE SUPPLIES	823.33
00385765	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	272.00
00385793	AT AND T MCI	PHONE	317.82
00385856	M AND L OVERHEAD DOORS	MAINTENANCE SERVICES	375.00
00935943	COMPUTERLAND	COMPUTER SUPPLIES	906.59
00935960	CLUB CARE INC	MAINTENANCE SERVICES	225.00
P & R Administration			
00385722	CALIF, STATE OF	USE TAX REMITTANCE	0.12
00385798	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,460.00

Prepared by: Lauren Posada

Finance Accounting

1/23/2020

CITY OF
ANTIOCH
CALIFORNIA

CITY OF ANTIOCH
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 3 - JANUARY 16, 2020
FUND/CHECK#

Community Development Land Planning Services

00385722	CALIF, STATE OF	USE TAX REMITTANCE	7.91
00385820	CRYSTAL CLEAR LOGOS INC	UNIFORMS	27.30
00385887	SAFE STEP WALK IN TUB COMPANY	GP MAINT FEE REFUND	11.74
00385889	SEMPER SOLARIS CONSTRUCTION	GP MAINT FEE REFUND	33.69

CD Code Enforcement

00385745	K2GC	ABATEMENT SERVICES	1,631.53
00385820	CRYSTAL CLEAR LOGOS INC	UNIFORMS	358.91
00385821	CRYSTAL CLEAR LOGOS INC	UNIFORMS	76.48
00385863	NEXTEL SPRINT	CELL PHONE	585.36
00385904	WORK WORLD	UNIFORMS	345.70

PW Engineer Land Development

00385793	AT AND T MCI	PHONE	41.11
00385796	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	102.55
00385820	CRYSTAL CLEAR LOGOS INC	UNIFORMS	399.51
00385863	NEXTEL SPRINT	CELL PHONE	417.02

Community Development Building Inspection

00385722	CALIF, STATE OF	USE TAX REMITTANCE	2.11
00385756	OFFICE DEPOT INC	OFFICE SUPPLIES	213.90
00385820	CRYSTAL CLEAR LOGOS INC	UNIFORMS	344.03
00385826	EAGLE BUSINESS FORMS INC	BUILDING PERMITS	459.57
00385863	NEXTEL SPRINT	CELL PHONE	215.31
00385887	SAFE STEP WALK IN TUB COMPANY	TECHNOLOGY FEE REFUND	197.22
00385889	SEMPER SOLARIS CONSTRUCTION	BLDG PERMIT FEE REFUND	267.12

Capital Imp. Administration

00385756	OFFICE DEPOT INC	OFFICE SUPPLIES	37.06
00385796	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	31.53
00385863	NEXTEL SPRINT	CELL PHONE	208.51

212 CDBG Fund

CDBG

00385750	LOCAL GOVERNMENT COMMISSION	NOV2019 SERVICES	590.91
00385831	ECHO HOUSING	CDBG SERVICES	3,080.40
00935965	HOUSE, TERI	CONSULTING SERVICES	6,630.00

213 Gas Tax Fund

Streets

00385722	CALIF, STATE OF	USE TAX REMITTANCE	80.19
00385873	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,185.58

214 Animal Control Fund

Animal Control

00385722	CALIF, STATE OF	USE TAX REMITTANCE	121.19
00385780	AIRGAS INC	OXYGEN	210.04
00385795	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,445.87
00385805	CHAMELEON SOFTWARE PRODUCTS	SOFTWARE MAINTENANCE	1,354.70
00385823	DIAMONDBACK DRUGS	VETERINARY SUPPLIES	134.21
00385829	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	716.91
00385830	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	1,191.00
00385838	HILLS PET NUTRITION	SUPPLIES	592.62
00385862	MWI VETERINARY SUPPLY CO	SUPPLIES	1,045.59

Prepared by: Lauren Posada

Finance Accounting

1/23/2020

CITY OF
ANTIOCH
CALIFORNIA

CITY OF ANTIOCH
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 3 - JANUARY 16, 2020
FUND/CHECK#

00385882	PROTACIO, STELLA	CHECK REPLACEMENT	136.00
00385905	ZOETIS LLC	VETERINARY SUPPLIES	290.48
00935969	MOBILE MINI LLC	STORAGE UNIT	121.90
219	Recreation Fund		
	Non Departmental		
00385742	GREEN, TYONIA	RENTAL DEPOSIT REFUND	500.00
00385790	ASCAP	MUSIC LICENSE FEE	580.50
00385841	HUB INTERNATIONAL OF CA INSURAN.	RENTAL INSURANCE	384.12
00385870	OSIUHWU, SOPHIA	RENTAL DEPOSIT REFUND	1,000.00
	Nick Rodriguez Community Cent		
00385756	OFFICE DEPOT INC	OFFICE SUPPLIES	19.36
00385778	WESTAMERICA BANK	COPIER LEASE	270.80
00385798	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	215.35
00385886	RICKIES ROOF REPAIR	PROFESSIONAL SERVICES	2,900.00
	Senior Programs		
00385793	AT AND T MCI	PHONE	198.77
00385798	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	19.51
	Recreation Sports Programs		
00385722	CALIF, STATE OF	USE TAX REMITTANCE	5.46
00385756	OFFICE DEPOT INC	OFFICE SUPPLIES	5.63
00385793	AT AND T MCI	PHONE	21.38
	Recreation-Comm Center		
00385710	BAY CITIES PYROTECTOR	FIRE INSPECTION	1,110.00
00385722	CALIF, STATE OF	USE TAX REMITTANCE	63.16
00385730	COLE SUPPLY CO INC	SUPPLIES	2,357.05
00385734	COSTCO	VARIOUS BUSINESS EXPENSES	361.64
00385756	OFFICE DEPOT INC	OFFICE SUPPLIES	88.22
00385761	REAL PROTECTION INC	REPAIR SERVICES	568.97
00385790	ASCAP	MUSIC LICENSE FEE	580.50
00385792	AT AND T MCI	PHONE	66.25
00385793	AT AND T MCI	PHONE	24.25
00385798	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	481.83
00385804	CERTAPRO PAINTERS EAST COUNTY	PROFESSIONAL SERVICES	18,018.79
00385868	OFFICE DEPOT INC	OFFICE SUPPLIES	260.49
00385873	PACIFIC GAS AND ELECTRIC CO	GAS	6,203.81
00385885	REINARD, EMILY JEAN	MILEAGE REIMBURSEMENT	26.10
	Recreation Water Park		
00385710	BAY CITIES PYROTECTOR	FIRE INSPECTION	370.00
00385722	CALIF, STATE OF	USE TAX REMITTANCE	18.09
00385734	COSTCO	VARIOUS BUSINESS EXPENSES	961.03
00385754	NATIONAL AQUATICS INC	REPAIR SERVICES	2,533.46
00385793	AT AND T MCI	PHONE	123.38
00385798	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	925.91
00385863	NEXTEL SPRINT	CELL PHONE	33.92
00385877	PITCHER, JUSTIN WILLIAM	CHECK REPLACEMENT	952.79
222	Measure C/J Fund		
	Non Departmental		
00935968	MCK SERVICES INC	RELEASE OF RETENTION	97,405.45

Prepared by: Lauren Posada
Finance Accounting

1/23/2020

CITY OF
ANTIOCH
CALIFORNIA

CITY OF ANTIOCH
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 3 - JANUARY 16, 2020
FUND/CHECK#

229 Pollution Elimination Fund

Channel Maintenance Operation

00385722	CALIF, STATE OF	USE TAX REMITTANCE	116.62
00385815	CONTRA COSTA HEALTH SERVICES	INSPECTION SERVICES	497.50
00385822	DELTA FENCE CO	SUPPLIES	81.46
00385858	MCCAULEY AGRICULTURAL & PEST	SQUIRREL ABATEMENT	2,500.00
00385863	NEXTEL SPRINT	CELL PHONE	51.88
00385881	PORTER, CLEVELAND J	CHECK REPLACEMENT	45.00

238 PEG Franchise Fee Fund

Non Departmental

00385740	FEDEX	SHIPPING	35.08
----------	-------	----------	-------

251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

00385767	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,904.00
00385770	TERRACARE ASSOCIATES	TURF MOWING	136.60
00385793	AT AND T MCI	PHONE	85.52

Lonetree Maintenance Zone 2

00385767	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,224.00
00385793	AT AND T MCI	PHONE	146.35
00385895	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,870.00

Lonetree Maintenance Zone 3

00385767	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,696.00
00385793	AT AND T MCI	PHONE	64.14
00385895	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,870.00

Lonetree Maintenance Zone 4

00385767	SILVA LANDSCAPE	LANDSCAPE SERVICES	1,144.00
00385770	TERRACARE ASSOCIATES	TURF MOWING	218.56

252 Downtown SLLMD Fund

Downtown Maintenance

00385768	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,375.00
00385770	TERRACARE ASSOCIATES	TURF MOWING	136.60
00385796	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,798.63

254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

00385767	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,344.00
00385770	TERRACARE ASSOCIATES	TURF MOWING	355.16
00385793	AT AND T MCI	PHONE	42.76

Hillcrest Maintenance Zone 2

00385767	SILVA LANDSCAPE	LANDSCAPE SERVICES	11,976.00
00385770	TERRACARE ASSOCIATES	TURF MOWING	486.30
00385793	AT AND T MCI	PHONE	149.66
00385891	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,412.00

Hillcrest Maintenance Zone 4

00385767	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,344.00
00385770	TERRACARE ASSOCIATES	TURF MOWING	273.20
00385793	AT AND T MCI	PHONE	126.63

CITY OF
ANTIOCH
CALIFORNIA

CITY OF ANTIOCH
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 3 - JANUARY 16, 2020
FUND/CHECK#

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00385767	SILVA LANDSCAPE	LANDSCAPE SERVICES	352.00
00385770	TERRACARE ASSOCIATES	TURF MOWING	355.16
00385793	AT AND T MCI	PHONE	21.38
00385873	PACIFIC GAS AND ELECTRIC CO	GAS	76.97

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00385767	SILVA LANDSCAPE	LANDSCAPE SERVICES	792.00
00385770	TERRACARE ASSOCIATES	TURF MOWING	5.46

Citywide 2A Maintenance Zone 6

00385770	TERRACARE ASSOCIATES	TURF MOWING	327.84
----------	----------------------	-------------	--------

Citywide 2A Maintenance Zone 8

00385770	TERRACARE ASSOCIATES	TURF MOWING	27.32
----------	----------------------	-------------	-------

Citywide 2A Maintenance Zone 9

00385701	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	8,130.08
00385770	TERRACARE ASSOCIATES	TURF MOWING	81.96
00385781	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	2,869.44
00385793	AT AND T MCI	PHONE	85.52

Citywide 2A Maintenance Zone10

00385767	SILVA LANDSCAPE	LANDSCAPE SERVICES	176.00
----------	-----------------	--------------------	--------

257 SLLMD Administration Fund

SLLMD Administration

00385703	ANTIOCH ACE HARDWARE	SUPPLIES	17.04
00385722	CALIF, STATE OF	USE TAX REMITTANCE	77.11
00385768	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	3,500.00
00385770	TERRACARE ASSOCIATES	TURF MOWING	327.84
00385775	WATERSAVERS IRRIGATION	IRRIGATION PARTS	597.54
00385863	NEXTEL SPRINT	CELL PHONE	116.34
00385894	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	550.00

259 East Lone Tree SLLMD Fund

Zone 1-District 10

00385701	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,586.80
00385767	SILVA LANDSCAPE	LANDSCAPE SERVICES	176.00
00385891	SILVA LANDSCAPE	LANDSCAPE SERVICES	804.00
00385894	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	800.00

311 Capital Improvement Fund

Parks & Open Space

00385865	NOMAD ECOLOGY LLC	PROFESSIONAL SERVICES	440.00
----------	-------------------	-----------------------	--------

Energy Efficiency

00385750	LOCAL GOVERNMENT COMMISSION	NOV2019 SERVICES	1,181.82
----------	-----------------------------	------------------	----------

416 Honeywell Capital Lease Fund

Non Departmental

00385708	BANK OF AMERICA	DEBT PAYMENT	45,917.90
----------	-----------------	--------------	-----------

570 Equipment Maintenance Fund

Non Departmental

00385744	HUNT AND SONS INC	FUEL	35,709.01
----------	-------------------	------	-----------

Prepared by: Lauren Posada

Finance Accounting

1/23/2020

CITY OF
ANTIOCH
CALIFORNIA

CITY OF ANTIOCH
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 3 - JANUARY 16, 2020
FUND/CHECK#

Equipment Maintenance

00385704	ANTIOCH AUTO PARTS	AUTO PARTS	606.98
00385711	BILL BRANDT FORD	AUTO PARTS	70.33
00385722	CALIF, STATE OF	USE TAX REMITTANCE	99.63
00385752	MATCO TOOLS	EQUIPMENT	1,365.63
00385757	OREILLY AUTO PARTS	AUTO PARTS	385.73
00385774	WALNUT CREEK FORD	AUTO PARTS	646.58
00385785	ANTIOCH AUTO PARTS	TOOLS	748.64
00385789	ARROWHEAD 24 HOUR TOWING INC	VEHICLE TOW	255.75
00385800	BILL BRANDT FORD	AUTO PARTS	883.46
00385806	CHUCKS BRAKE AND WHEEL SERVICE	AUTO PARTS	836.19
00385854	LES SCHWAB TIRES OF CALIFORNIA	TIRE SERVICES	319.34
00385860	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	56.12
00385868	OFFICE DEPOT INC	OFFICE SUPPLIES	13.58
00385869	OREILLY AUTO PARTS	AUTO PARTS	346.31
00385897	TRED SHED, THE	TIRES	4,729.47
00935952	KIMBALL MIDWEST	SUPPLIES	828.03
00935954	PETERSON TRACTOR CO	AUTO PARTS	137.68

573 Information Services Fund

Non Departmental

Information Services

00385793	AT AND T MCI	PHONE	78.90
00385900	VERIZON WIRELESS	DATA SERVICES	383.28

Network Support & PCs

00385722	CALIF, STATE OF	USE TAX REMITTANCE	1.40
00385736	DELTA DENTAL	INSURANCE PREMIUM	8.93
00385747	KIS	PROFESSIONAL SERVICES	75.00
00385793	AT AND T MCI	PHONE	578.18
00385809	COMCAST	CONNECTION SERVICES	164.75
00935959	CDW GOVERNMENT INC	COMPUTER SUPPLIES	374.02
00935963	DIGITAL SERVICES	WEBSITE MAINTENANCE	3,070.00

Telephone System

00385736	DELTA DENTAL	INSURANCE PREMIUM	80.37
00385791	AT AND T MCI	LONG DISTANCE LINES	21.85
00385792	AT AND T MCI	PHONE	536.81
00385793	AT AND T MCI	PHONE	2,132.46
00935940	ALTURA COMMUNICATION SOLUTIONS	MAINTENANCE SUPPORT	44,401.96

GIS Support Services

00385722	CALIF, STATE OF	USE TAX REMITTANCE	18.30
00385736	DELTA DENTAL	INSURANCE PREMIUM	160.73

Office Equipment Replacement

00385722	CALIF, STATE OF	USE TAX REMITTANCE	109.47
00935943	COMPUTERLAND	COMPUTER SUPPLIES	494.38
00935962	DELL COMPUTER CORP	SUPPORT SERVICES	2,726.23

578 Post Retirement Medical-Misc Fund

Non Departmental

00935946	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00935961	RETIREE	MEDICAL AFTER RETIREMENT	334.38

Prepared by: Lauren Posada

Finance Accounting

1/23/2020



CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 JANUARY 3 - JANUARY 16, 2020
 FUND/CHECK#

579 Post Retirement Medical-Mgmt Fund

Non Departmental

00935949	RETIREE	MEDICAL AFTER RETIREMENT	336.40
00935956	RETIREE	MEDICAL AFTER RETIREMENT	18.09
00935958	RETIREE	MEDICAL AFTER RETIREMENT	155.70

611 Water Fund

Non Departmental

00385712	BISHOP CO	SUPPLIES	625.82
00385722	CALIF, STATE OF	USE TAX REMITTANCE	65.44
00385730	COLE SUPPLY CO INC	SUPPLIES	2,827.40
00385762	ROBERTS AND BRUNE CO	SUPPLIES	2,240.81
00385783	AMERICAN TEXTILE AND SUPPLY	SUPPLIES	655.50
00935947	GRAINGER INC	SUPPLIES	2,943.12
00935948	HAMMONS SUPPLY COMPANY	SUPPLIES	216.83

Water Supervision

00385722	CALIF, STATE OF	USE TAX REMITTANCE	2.19
00385753	MOLO, THOMAS	WATER REFUND CHECK REPLACEMENT	92.99
00385769	TEAM EES INC	CHECK REPLACEMENT	2,730.16
00385776	WEEKS, SARAH A	CHECK REPLACEMENT	160.25
00385796	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	75.00
00385863	NEXTEL SPRINT	CELL PHONE	174.51

Water Production

00385702	ANIMAL DAMAGE MANAGEMENT	MONTHLY PEST CONTROL	850.00
00385706	ARAMARK UNIFORM SERVICES	SUPPLIES	54.06
00385722	CALIF, STATE OF	USE TAX REMITTANCE	126.03
00385739	FASTENAL CO	SUPPLIES	81.27
00385746	KAPSCH TRAFFICOM USA INC	CONSULTING SERVICES	5,175.00
00385760	POLYDYNE INC	POLYMER	5,475.38
00385762	ROBERTS AND BRUNE CO	PIPE FITTINGS	357.23
00385771	UNITED PARCEL SERVICE	SHIPPING	127.19
00385787	ARAMARK UNIFORM SERVICES	SUPPLIES	54.06
00385792	AT AND T MCI	PHONE	132.44
00385793	AT AND T MCI	PHONE	1,116.84
00385802	CA DEPT OF TAX & FEE ADMININ.	MAINTENANCE SERVICES	400.82
00385820	CRYSTAL CLEAR LOGOS INC	UNIFORMS	53.53
00385840	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	2,418.21
00385843	HUNT AND SONS INC	SUPPLIES	66.31
00385850	KARL NEEDHAM ENTERPRISES INC	CENTRIFUGE RENTAL	27,089.59
00385853	LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES RENDERED	3,664.50
00385863	NEXTEL SPRINT	CELL PHONE	78.27
00385868	OFFICE DEPOT INC	OFFICE SUPPLIES	24.09
00385873	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	175.21
00385899	UNIVAR SOLUTIONS USA INC	CHEMICALS	12,069.03
00935939	AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,733.15
00935942	CHEMTRADE CHEMICALS US LLC	CHEMICALS	6,346.05
00935945	EUROFINS EATON ANALYTICAL INC	TESTING	885.00
00935947	GRAINGER INC	SUPPLIES	670.30

Prepared by: Lauren Posada

Finance Accounting

1/23/2020

CITY OF
ANTIOCH
CALIFORNIA

CITY OF ANTIOCH
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 3 - JANUARY 16, 2020
FUND/CHECK#

00935950	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,290.65
00935964	EUROFINS EATON ANALYTICAL INC	TESTING	60.00
00935974	VINCENT ELECTRIC MOTOR CO	EQUIPMENT	301.48
Water Distribution			
00385705	ANTIOCH BUILDING MATERIALS	ASPHALT	510.99
00385715	C AND J FAVALORA TRUCKING INC	HAULING SERVICES	840.00
00385722	CALIF, STATE OF	USE TAX REMITTANCE	373.04
00385736	DELTA DENTAL	INSURANCE PREMIUM	89.29
00385758	PACE SUPPLY CORP	BACKFLOW SUPPLIES	11,742.74
00385762	ROBERTS AND BRUNE CO	SUPPLIES	38,735.21
00385763	ROYAL BRASS INC	SUPPLIES	3.41
00385771	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	70.08
00385784	ANTIOCH ACE HARDWARE	SUPPLIES	39.30
00385785	ANTIOCH AUTO PARTS	METER PARTS	157.12
00385793	AT AND T MCI	PHONE	21.38
00385796	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	844.19
00385820	CRYSTAL CLEAR LOGOS INC	UNIFORMS	215.90
00385821	CRYSTAL CLEAR LOGOS INC	UNIFORMS	98.47
00385837	G AND S PAVING INC	VARIOUS ASPHALT REPAIRS	22,120.35
00385845	IDN WILCO	EQUIPMENT	2,248.62
00385863	NEXTEL SPRINT	CELL PHONE	595.30
00385868	OFFICE DEPOT INC	OFFICE SUPPLIES	67.36
00385871	PACIFIC CREDIT SERVICES	COLLECTION AGENCY FEES	88.74
00385898	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	3.00
00935941	BADGER METER INC	METER PARTS	5,161.78
00935947	GRAINGER INC	SUPPLIES	1,532.16
00935948	HAMMONS SUPPLY COMPANY	SUPPLIES	45.48
00935951	INFOSEND INC	POSTAGE COSTS	6,065.66
00935967	INFOSEND INC	POSTAGE COSTS	648.35
Public Buildings & Facilities			
00385801	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	17,889.44
00385847	JDH CORROSION CONSULTANTS	CONSULTING SERVICES	130,550.58
00385849	KAPSCH TRAFFICOM USA INC	SUPPORT SERVICES	13,950.00
621	Sewer Fund		
Swr-Wastewater Administration			
00385705	ANTIOCH BUILDING MATERIALS	ASPHALT	510.98
00385715	C AND J FAVALORA TRUCKING INC	HAULING SERVICES	840.00
00385722	CALIF, STATE OF	USE TAX REMITTANCE	7.05
00385736	DELTA DENTAL	INSURANCE PREMIUM	89.30
00385758	PACE SUPPLY CORP	SUPPLIES	2,083.27
00385762	ROBERTS AND BRUNE CO	SUPPLIES	2,059.92
00385772	USA BLUEBOOK	SUPPLIES	580.63
00385777	WESCO RECEIVABLES CORP	SUPPLIES	498.98
00385793	AT AND T MCI	PHONE	46.92
00385796	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	466.37
00385821	CRYSTAL CLEAR LOGOS INC	UNIFORMS	98.46
00385837	G AND S PAVING INC	VARIOUS ASPHALT REPAIRS	22,120.35
00385839	HOME DEPOT, THE	SUPPLIES	138.71

Prepared by: Lauren Posada

Finance Accounting

1/23/2020

CITY OF
ANTIOCH
CALIFORNIA

CITY OF ANTIOCH
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
JANUARY 3 - JANUARY 16, 2020
FUND/CHECK#

00385863	NEXTEL SPRINT	CELL PHONE	223.50
00385868	OFFICE DEPOT INC	OFFICE SUPPLIES	201.37
00385879	PONDER ENVIRONMENTAL SERVICES	HAULING SERVICES	2,857.03
00385901	WECO INDUSTRIES INC	EQUIPMENT	7,643.63
00935947	GRAINGER INC	SUPPLIES	1,106.75
00935951	INFOSEND INC	POSTAGE COSTS	6,065.62
00935967	INFOSEND INC	POSTAGE COSTS	648.33
631	Marina Fund		
	Marina Administration		
00385722	CALIF, STATE OF	USE TAX REMITTANCE	56.47
00385730	COLE SUPPLY CO INC	SUPPLIES	39.53
00385786	ANTIOCH HERALD	ADVERTISING	212.50
00385843	HUNT AND SONS INC	FUEL	9,866.28
00385863	NEXTEL SPRINT	CELL PHONE	58.17
00385876	PFLUEGER, MATTHEW JAMES	EXPENSE REIMBURSEMENT	195.00
00385890	SERVPRO OF ANTIOCH 9512	RESTORATION SERVICES	969.31
	Major Projects		
00385722	CALIF, STATE OF	USE TAX REMITTANCE	24.19
00385740	FEDEX	SHIPPING	33.44
721	Employee Benefits Fund		
	Non Departmental		
00385700	AFLAC	PAYROLL DEDUCTIONS	5,427.09
00385713	BLUE SHIELD LIFE	PAYROLL DEDUCTIONS	3,789.99
00385736	DELTA DENTAL	PAYROLL DEDUCTIONS	40,921.98
00385812	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00385813	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
00385817	COURT ORDERED DEBT COLLECTIONS	PAYROLL DEDUCTIONS	292.93
00385855	LINA	PAYROLL DEDUCTIONS	3,617.57
00385861	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,096.44
00385875	PARS	PAYROLL DEDUCTIONS	3,034.29
00385893	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00935970	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	51,782.16
00935973	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	5,585.18



CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
NOVEMBER 15, 2019 - JANUARY 16, 2020
FUND/CHECK#

431 Redevelopment Obligation Retirement Fund (for former Project Area #1)

Non Departmental

00384893 BANK OF NEW YORK MELLON FISCAL AGENT FEE 737.50

Non Departmental

00384893 BANK OF NEW YORK MELLON FISCAL AGENT FEE 2,212.50



CITY OF ANTIOCH AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
NOVEMBER 15, 2019 - JANUARY 16, 2020
FUND/CHECK#

227 Housing Fund
Housing

00385053	LOCAL GOVERNMENT COMMISSION	SEPT2019 SERVICES	1,181.82
00385123	CONTRA COSTA CRISIS CENTER	CDBG SERVICES	2,499.60
00385124	CONTRA COSTA HEALTH SERVICES	CDBG SERVICES	11,483.18
00385148	HABITAT FOR HUMANITY EAST BAY	CDBG SERVICES	4,430.18
00385155	INTERFAITH COUNCIL OF CCC	CDBG SERVICES	1,300.00
00385194	STAND FOR FAMILIES FREE OF VIOLENCE	CDBG SERVICES	1,911.58
00385478	SHELTER INC	CDBG SERVICES	5,433.19
00385750	LOCAL GOVERNMENT COMMISSION	NOV2019 SERVICES	590.91
00935733	HOUSE, TERI	CONSULTING SERVICES	6,045.00
00935745	HOUSE, TERI	CONSULTING SERVICES	380.00
00935965	HOUSE, TERI	CONSULTING SERVICES	4,606.40



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2020
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Thomas Lloyd Smith, City Attorney *TLS*
SUBJECT: REJECTION OF CLAIM: LARONN BRAGG

RECOMMENDED ACTION

It is recommended that the City Council reject the claim submitted by LaRonn Bragg.

Should the City Council desire to discuss this matter, it would be scheduled for a future closed session.

ATTACHMENTS


None.


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Christina Garcia, CMC, Deputy City Clerk 

APPROVED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Approval of Treasurer's Report for November 2019

RECOMMENDED ACTION

It is recommended that the City Council continue the approval of the Treasurer's Report for November 2019, to the next meeting.

FISCAL IMPACT

None

DISCUSSION


N/A

ATTACHMENT

None.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2020
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Arlene Roberts, Administrative Analyst III
APPROVED BY: Bailey Grewal, Interim Public Works Director/City Engineer 
SUBJECT: Adoption of Ordinance Granting a Franchise Agreement to Praxair, Inc. to Transport Oxygen and Nitrogen Substances Within Certain Public Streets in the City of Antioch – Second Reading

RECOMMENDED ACTION

It is recommended that the City Council adopt the ordinance granting Praxair Inc., a California Corporation and Non-Public Utility, a franchise for the distribution of oxygen and nitrogen within certain Public Streets in the City of Antioch.

FISCAL IMPACT

This agreement will result in a total annual revenue of \$14,640, plus annual CPI-U; an increase of approximately \$10,736 annually.

DISCUSSION

Section 6202 of the California Public Utilities Code authorizes the City Council to grant a non-public utility pipeline operator a franchise to lay, and use, pipes and appurtenances for transmitting and distributing gas or industrial gas for all purposes within the municipality.

On May 29, 1979, the City Council adopted Resolution No. 79/120 granting a license to Union Carbide Corporation, later assigned to Union Carbide Industrial Gases, Inc., to transport gaseous oxygen and nitrogen substances through an underground pipeline in and along City streets. The agreement was subject to certain covenants, limitations and restrictions, and existed for a period of forty (40) years. This agreement expired on May 29, 2019. The ordinance will allow Praxair, Inc. to continue operating the pipeline facilities, with the terms of the new franchise agreement beginning June 1, 2019, for a period of fifteen (15) years.

Pursuant to Utilities Code §6232, at the November 26, 2019, Council Meeting, Council approved Reso. No. 2019/179, with the intent to enact an ordinance granting a franchise to Praxair, Inc. and a public hearing set for the first reading of the ordinance to take place on January 14, 2020. Legal notices for the first reading were published on December 10, 2019 and January 3, 2020.

On January 14, 2020, with the introduction of the first reading, City Council made a motion to read the ordinance by title only and approve the first reading of the ordinance. The item was approved without comment and tonight is the second reading, scheduled for the adoption of the ordinance. No material changes have been made to the proposed ordinance since the Resolution of Intention to set a public hearing on November 26, 2019.

ATTACHMENTS

A: Franchise Proposed Ordinance

ATTACHMENT "A"

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF ANTIOCH GRANTING TO PRAXAIR, INC.,
A CALIFORNIA CORPORATION AND NON-PUBLIC UTILITY, A FRANCHISE FOR
THE DISTRIBUTION OF OXYGEN AND NITROGEN WITHIN CERTAIN PUBLIC STREETS**

RECITALS

A. Resolution No. 79/120 granted a pipeline license to Union Carbide Corporation, which as later assigned to Union Carbide Industrial Gases, Inc., to carry non-hazardous gaseous products, such as oxygen and nitrogen, in and along the City's public streets; and

B. Praxair, Inc., as successor-in-interest to Union Carbide Industrial Gases, Inc., has requested to continue operating its pipeline facilities in and along the City's public streets, and has agreed to enter into a franchise agreement for such operation.

AGREEMENT

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES ORDAIN AS FOLLOWS:

SECTION 1. DEFINITIONS

(a) "Act" means the Franchise Act of 1937 set forth in California Public Utilities Code sections 6201-6302, as it may be amended from time to time.

(b) "City" means the City of Antioch, a general law city in the State of California.

(c) "Code" means the California Public Utilities Code.

(d) "CPUC" means the California Public Utilities Commission.

(e) "CSFM" means the California State Fire Marshal.

(e) "Director" means the City Manager, or designee, or the City department charged with the administration of this franchise ordinance.

(f) "Franchise" means the rights granted to Franchisee hereunder pursuant to City's police power and applicable provisions of the Franchise Act of 1937, and any revisions thereto.

(g) "Franchisee" means Praxair, Inc., a California corporation and nonpublic utility within the meaning of California Public Utilities Code § 6231.5(f).

(h) "Lay and Use" means to lay, construct, erect, install, operate, maintain, use, repair, replace or remove.

(i) "Facilities" means all property of Franchise, including, but not limited to, pipelines, pump stations, conduits, adjunct communication lines, attachments, appurtenances, tangible components, or service connections with Licensee's facilities, whether installed by Franchisee or not, erected, constructed, laid, operated or maintained in, upon, along, across or under any Street pursuant to any right or privilege granted by the franchise, and used in transmitting and distributing oxygen and nitrogen. "Facilities" does not include poles or other facilities above ground unless approval is obtained pursuant to applicable law.

(j) "Streets" means the public streets, ways and alleys as the same now or may hereafter exist within the City.

(l) "Work" means any and all construction, installation, repair, maintenance, removal or relocation of any Facilities or other improvements performed under this Franchise.

SECTION 2. GRANT; TERM; EXPIRATION; NON-EXCLUSIVITY

2.1 Grant of Franchise. The right, privilege and franchise is hereby granted to Franchisee to use the Streets for transmitting and distributing oxygen and nitrogen for any and all lawful purposes, including the right to replace, repair, reconstruct, operate, maintain, retain and use Streets to convey liquids, gases, and vapors associated with the transmission and distribution of oxygen and nitrogen, which includes:

- (a) the pipelines enumerated herein, and their adjunct communication lines;
- (b) certain other pipelines and adjunct communication lines as may be authorized by the City in accordance with the provisions of this Franchise; and
- (c) certain other facilities appurtenant to pipelines or adjunct communications lines authorized by the City, including maintenance holes, valves, connections, cathodic protection equipment, poles and other support or facilities.

This Franchise is subject to all rights and powers of the City, including, but not limited to, all federal and state laws, and all ordinances, resolutions and policies of the City, as may be enacted or amended from time to time.

2.2 Designation of Pipelines and Other Facilities. Franchisee is granted the right to operate the following pipelines:

Pipe Size	Description	Length
8" Oxygen	Parallel to Fulton Shipyard Rd	4,880 Linear feet
8" Nitrogen	Parallel to Fulton Shipyard Rd	4,880 Linear feet

2.3 Authorization of Additional Facilities. Franchisee must obtain prior City approval for additional pipelines, replacement of existing pipelines, or construction or installation of adjunct communication lines. Facilities constructed, installed or replaced pursuant to any authorization by the City shall be subject to all the provisions of this Franchise and to any additional conditions relating to construction, specifications, protective or sectionalizing facilities, testing, operation or other conditions as may be prescribed by the authorization.

2.4 Franchise Term. The term of this Franchise shall be for a period of fifteen (15) years with an effective date of June 1, 2019 ("Franchise Term"). This Franchise shall expire prior to the end of the term if (i) Franchisee voluntarily surrenders or abandons the Franchise; (ii) the State of California or any municipal or public corporation duly authorized by law purchases by voluntary agreement or condemns and takes under the power of eminent domain all property used in the exercise of this Franchise and located within its territorial limits; or (iii) the Franchise is forfeited for noncompliance with its terms by Franchisee.

2.5 Expiration. This Franchise shall terminate upon the expiration of the Franchise Term. Unless otherwise terminated by City, if Franchisee continues to operate its Facilities upon expiration of this Franchise, then such holding over shall constitute a renewal of this Franchise on a quarterly basis, with the

Franchise Fee during the holdover period to be paid in accordance herein. Either Party shall be entitled to terminate such holdover status upon one hundred twenty (120) days prior written notice to the other party.

2.6 Non-Exclusivity. The granting of this Franchise shall not be construed to prevent the City from granting any identical or similar franchise to any entity other than Franchisee.

SECTION 3. FRANCHISE ACCEPTANCE

3.1 Acceptance. No later than thirty (30) days after the passage of this ordinance, the Franchisee shall file with the City Clerk a written acceptance of the Franchise hereby granted, and an agreement to comply with the terms and conditions hereof. For purposes of measuring the Franchise Term, the effective date of this Franchise shall be thirty (30) days following adoption of the Ordinance granting the Franchise ("Effective Date").

3.2 Effect of Acceptance. When so filed, the acceptance constitutes a continuing agreement by the Franchisee that if and when the granting municipality thereafter annexes, or consolidates with, additional territory, all franchises, rights and privileges held by the Franchisee therein, except a franchise derived under Section 19 of Article XI of the Constitution as that section existed prior to the amendment thereof adopted October 10, 1911, shall be deemed abandoned within the limits of the additional territory.

3.3 Execution of this document shall be deemed acceptance.

SECTION 4: FRANCHISE FEE AND COSTS

4.1 Franchise Fee. Franchisee shall, during the term of the Franchise, pay to City by June 1 each year, at the rate of \$1.50 per linear foot, adjusted by the ratio of the San Francisco-Bay Area Consumers Price Index for All Urban Consumers (CPI-U). For purposes of this subsection, the street space occupied by a pipeline or conduit including protective covering, pipe casings, pipe connections, cathodic protection facilities and other minor appurtenances shall be taken as equivalent to the volume occupied by a cylinder of equal length having a diameter of one inch (for metal pipe) or two inches (for plastic pipe) greater than the nominal internal diameter of the pipe or conduit but in no case with an equivalent cylinder diameter less than six inches (6"), and the payment rate therefore shall be computed to the nearest tenth of a cent per linear foot of pipe. If the United States Bureau of Statistics shall discontinue the preparation and publication of the San Francisco Bay Area Consumers Price Index (SFBA-CPI) for All Urban Consumers, then the City shall prescribe an index for adjustment of the annual Franchise Fee payment due to City. If during the term of this ordinance, the City changes its Franchise Fee calculation methodology formula for pipeline companies, Franchisee agrees to compensate the City for the remainder of the term of this Franchise based on the new formula.

4.2 Publication Costs. Franchisee shall also pay to City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise, such payment to be made within thirty (30) days after the City furnishes Franchisee with a written statement of such expenses.

4.3 Administrative Costs. Franchisee shall reimburse City in the amount of amount of five thousand dollars (\$5,000) for City's reasonable administrative expenses, including legal fees and costs, in preparing and approving the Franchise documents. Franchisee shall pay said amount to City within thirty (30) days of the Effective Date of this Franchise; provided, however, that any amounts deposited by Franchisee with City prior to approval of this Franchise for reimbursement of City's reasonable administrative expenses shall be deducted from said amount.

4.4 Permit Fees. Franchisee agrees to apply for all necessary permits associated with any work under this Franchise. In addition to the fees described herein, Franchisee shall pay all applicable permit fees, as they may be amended from time to time.

4.5 Other Fees. Payments of compensation made by Franchisee to City pursuant to the provisions of this section are in addition to, and exclusive of, any and all authorized taxes and other fees, levies or assessments now in effect or subsequently adopted in accordance with applicable laws.

SECTION 5. VERIFIED STATEMENT OF RECEIPTS; PAYMENT OF FRANCHISE FEE; AUDIT

5.1 Verified Statement of Receipts. Franchisee shall file with the City, within three (3) months after expiration of the calendar year, or fractional calendar year, following the Effective Date of this Franchise, and within three (3) months after the expiration of each and every calendar year thereafter, a statement verified by an officer of Franchisee showing in detail the following:

- (a) The method and supporting calculations used to calculate the Franchise Fee.
- (b) Any change in the footage or internal diameter of pipelines, segregating such footage as to new pipelines laid or acquired during the preceding calendar year, pipelines in territory that was annexed or incorporated during the preceding calendar year, and pipelines removed or abandoned in place during the preceding calendar year.
- (c)
- (d) If cathodic protection is used for pipes or appurtenances installed or maintained pursuant to this Franchise, the location and types of anodes, including a description of the methods used as a protection against corrosion and electrolyte leakage. This should be provided once and then only if changes are made, not annually

5.2 Payment of Franchise Fee. By delivery to the City, Franchisee shall pay to the City within fifteen (15) days after the time for filing such statement, in lawful money of the United States, the Franchise Fee for such calendar year, or such fractional calendar year, covered by such statement. Any neglect, omission or refusal by Franchisee to file such verified statement, or to pay said Franchise Fee at the time and in the manner specified in this agreement, shall be grounds for the declaration of forfeiture of this Franchise and of all rights of Franchisee hereunder. City shall have the authority to reasonably dispute any verified statement and to require additional proof to any matters set forth therein.

5.3 Delinquency. Franchise Fee due from Franchisee is delinquent if not received by the City on or before the due date during normal business hours. Should the due date occur on a weekend or holiday, the Franchise Fee must be received by the City during the business hours of the first regular working day following the weekend or holiday. If Franchisee fails to remit the Franchise Fee on or before the due date, Franchisee shall pay interest at the rate of one quarter percent (0.25%) per month of any fraction thereof on the amount of the Franchise Fee from the date on which the fee first became delinquent, until paid.

5.4 Audit. The City shall have the right to audit the books and records of Franchisee relating to the calculation of the franchise fee City shall, to the extent permitted by applicable law, maintain the confidentiality of all information provided by Franchisee to City in connection with such audit that Franchisee has informed City is confidential. Nothing herein shall be construed to require Franchisee to make available information which constitutes private or confidential information pertaining to specific customers of Franchisee, without the prior written consent of such customers. All books and records of

Franchisee relating to the calculation of the Franchise Fee for any calendar year shall be maintained by Franchisee for a period of at least four (4) years following delivery of the verified statement for such year.

SECTION 6. CONSTRUCTION, OPERATION AND USE OF STREETS

6.1 Installation and Location of Facilities. The installation and location of any additional facilities in a Street shall be subject to the approval of the Director and, unless otherwise authorized in writing by the City, the location shall be confined to the street route in which the pipeline is authorized.

6.2 Specifications. All additional pipeline and appurtenant facilities authorized by this license shall be designed, manufactured, installed, constructed and inspected in accordance with the Pipeline Code, the Pipeline Safety Act, the California Public Utilities Code, CPUC regulations for pipelines, and any other applicable state and federal codes or regulations, in their latest revisions; and any applicable ordinance adopted by the City in the exercise of its police powers, and in accordance with the terms and conditions of any permit issued by a City department, and not in conflict with the paramount authority of the State of California.

6.3 Pipeline Protection. Adequate protective facilities shall be provided in accordance with the Pipeline Code and the Pipeline Safety Act, as amended from time to time, on the portion of each pipeline installed under the authority of this Franchise, and elsewhere on the same pipeline, to immediately locate operating troubles and minimize their effects on City Streets or on their use by the public. If, at any time during the term of this Franchise, protective facilities on any pipeline are found to be inadequate as determined by the CSFM, the Board, the CPUC, or the Federal Office of Pipeline Safety, Franchisee shall at its own expense make changes in accordance with the Pipeline Code and Pipeline Safety Act or as may be required by the City. Failure to do so may result in forfeiture of this Franchise and require immediate cessation of the use of the facilities.

6.4 Testing. After installation, and for the duration of the franchise, pipelines shall be tested, at a minimum, in accordance with the provisions of the Pipeline Code, the Pipeline Safety Act, the California Public Utilities Code, CPUC regulations for pipelines, and as required by the State Fire Marshal under the Pipeline Safety Act. The City reserves the right to require testing for facilities not under the direct authority of the State Fire Marshal, the California Public Utilities Commission or the Federal Office of Pipeline Safety.

6.5 Use of Streets/Repairs. Any work performed under the authority of this Franchise shall be done with the least possible hindrance to the use of the Streets for the purposes of travel. As soon as such work is completed, all portions of the Streets that have been excavated or damaged thereby, shall be placed in as good condition as the same were before the commencement of such work to the satisfaction of the Director.

Franchisee shall promptly repair any leaks or breaks in pipelines covered by this Franchise in accordance with the Pipeline Code, the Pipeline Safety Act, or any other responsible jurisdictions or Codes, if any street or other public property shall be damaged by any leaks or breaks in their pipelines or by reason of any cause arising from the operation or existence of facilities, Franchisee shall, at its own cost and expense, backfill, place surfacing and otherwise repair the damaged portions of the street or other public property in accordance with the City ordinances and to the satisfaction of the Department of Public Works.

If any private property is damaged by leaks or breaks in pipelines or from any cause arising from the operation or existence of facilities, Franchisee shall pay all damages or compensation to which the owners are entitled and repair its facilities to protect the damaged private property from further damage.

If Franchisee, within ten (10) business days after receipt of notice from the City instructing it to repair any damage, fails to commence work or to comply with the instructions, or thereafter fails to diligently prosecute the work to completion, or to the satisfaction of the Director, then the City may immediately do whatever work is necessary to carry out the instructions at the cost and expense of Franchisee, which cost and expense Franchisee agrees to pay upon demand. If the damage constitutes an immediate danger to public health or safety, requiring immediate repair, the City, without notice, may repair the damage, and Franchisee agrees to pay all cost and expense upon demand. Franchisee shall reimburse the City for all direct and indirect expenses incurred by the City in responding to any spill, release or accident arising from the operation or existence of the Facilities.

6.6 Tunneling and Boring. Where it is necessary to lay any underground pipes through, under or across any portion of a paved or macadamized street, the same shall be done by a tunnel or bore, so as not to disturb the foundation of such paved or macadamized street.

6.7 Street Coverings. All street coverings or openings of traps, vaults, and manholes shall be constructed flush with the surface of the streets; provided, however, that vents for underground traps, vaults and manholes may extend above the surface of the streets if such vents are located in parkways, between the curb and the property line, and are not, in the reasonable opinion of the Director, hazardous to the public.

6.8 Permits. Franchisee shall not perform any work under this Franchise without first obtaining all permits and entitlements from the Director (including, but not limited to, an encroachment permit); provided, however, that in cases of emergencies affecting the public health and safety or the preservation of life and property, Franchisee shall apply for such permits no later than the next business day.

6.9 Plans and Specifications. The Director shall have the right to give the Franchisee such directions for the location of any pipes and appurtenances as may be reasonably necessary to avoid sewers, water pipes, conduits or other structures lawfully in or under the streets; and prior to any work commenced by Franchisee, the Franchisee shall file with the Director plans and specifications showing the location and work thereof.

The Director shall have the right to review Franchisee's plans and specifications for the construction of any Pipes and Appurtenances for proper purposes, and, if, and to the extent permitted by the California Constitution and the rules, regulations, orders and decisions of the CPUC, approve such plans and specifications.

6.10 Bonds. Franchisee shall make such deposits of money or file such bonds at request of the City, as may be required to ensure satisfaction and completion of any work under this Franchise.

6.11 Hazardous Waste Franchisee hereby represents and warrants that it will in no way discharge, dump, bury, or store pollutants of any nature or kind, including but not limited to pollutants such as oil, chemicals, toxic substances or materials, hazardous wastes or hazardous substances, including but not limited to, such pollutants as defined by any federal, state, or municipal laws, rules, regulations, or ordinances, or otherwise

SECTION 7. RELOCATION, ABANDONMENT & REMOVAL

7.1 Relocation. Franchisee shall, at its expense, protect, support, and with ample notice temporarily disconnect, relocate in the same street, or remove from any street any facilities when required by the City by reason of traffic conditions, public safety, street vacation, freeway construction, change or establishment of street grade, street maintenance requirements, or the construction of any public

improvement or structure by any governmental agency acting in a governmental capacity. If Franchisee fails to relocate its Facilities within the required time, the City may cause the work to be done and shall keep an itemized account of the entire cost thereof, and Franchisee shall reimburse the City or other public entity for its costs within ninety (90) days of Franchisee's receipt of the itemized account of costs. The City may consider Franchisee in default of this Franchise should Franchisee fail to comply with the notice, timing or direction to relocate.

7.2 Abandonment & Removal. Franchisee shall notify the City within thirty (30) days prior to any determination made by Franchisee to abandon the use of any its pipes and facilities of its intent either to abandon its Facilities in place or remove all or a portion of the Facilities. The Franchisee may thereafter abandon or remove the Facilities in accordance with such terms and conditions as may be imposed by the Director.

SECTION 8: MAPS AND PLANS

8.1 Provision of Maps and Plans. The City regularly performs improvement projects whereby facility maps and plans of Franchisee's Facilities are needed to properly design and construct the project. Upon written request by the City, Franchisee shall, within thirty (30) days of the receipt of said request, send a copy of the facility maps and plans for its Facilities within the project area. Franchisee shall provide said information in an electronic format (or by mail if the electronic format is not available) at no charge.

8.2. Content of Maps and Plans. The Franchisee's maps and plans shall include, but not be limited to, information indicating the length of the Franchisee's main lines, the nominal external diameter of such mainlines and the points where they enter and exit the Streets; old main lines abandoned in place, including the internal diameter of such main lines laid, removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph, or telephone lines, old conduits removed, old conduits abandoned in place; and the diameter of such conduits laid, removed, and/or abandoned in place, as applicable.

8.3 Potholing. Upon City's written notice, and in accordance with the City's schedule for a City improvement project, Franchisee shall determine horizontal and vertical location of its Facilities provide such information to City for City design purposes.

8.4 Map Supplements. Within ninety (90) days following the installation, change, removal or abandonment of any Facilities, Franchisee shall file a map or maps showing the accurate location and size of the Facilities installed, changed, removed or abandoned.

8.5 Emergency Response Plans. Franchisee shall at all times during the term of this Franchise maintain emergency response plans as required by regulatory agencies having jurisdiction.

SECTION 9. PERFORMANCE BOND

Within thirty (30) days after the adoption of this Franchise, Franchisee shall provide to the City a faithful performance bond in the sum of not less than \$50,000 payable to the City executed by a corporate surety licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by the Franchisee of the terms and conditions of this Franchise and shall provide that, in the case of any material breach of any condition of this Franchise, the penal sum therein shall be recoverable.

If at any time during the term of this Franchise the condition of the corporate surety or any other type of bond allowed shall change in a manner as to render the bond unsatisfactory to the City, Franchisee shall

forthwith replace the bond with a bond of like amount and similarly conditioned, issued by a corporate surety or other method as deemed satisfactory by the City. The bond shall be cancelable only by the City, and Franchisee shall give a minimum thirty (30) day written notice prior to replacement or request for cancellation of the bond.

In the event of a substantial change in the volume of street space occupied by Facilities pursuant to this Franchise, the City may require or may permit a corresponding change in the amount of the bond required.

SECTION 10: TRANSFER

This Franchise shall not be revised, sold, leased, assigned or otherwise alienated, without the mutual express written consent of the City and the Franchisee, which shall not be unreasonably withheld by either party.

SECTION 11. INDEMNIFICATION

Franchisee agrees to indemnify, defend with counsel approved in writing by City, and hold City, its elected and appointed officials, officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to this Franchise with the exception that such damages result from the City's willful misconduct or negligence as judicially determined. If judgment is entered against Franchisee and City by a court of competent jurisdiction because of the concurrent active negligence of City, Franchisee and City agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

SECTION 12. INSURANCE

Franchisee shall obtain, at its own cost 1) comprehensive general liability insurance, to include contractual liability, 2) worker's compensation/employer's liability insurance, and 3) automobile liability insurance in amounts as listed to insure against any claims arising out of the activities of Franchisee. The minimum amount of general liability insurance initially required by this franchise is \$5,000,000, with \$1,000,000 workers Compensation and Employee Liability insurance, Automobile Liability insurance of \$1,000,000, and Pollution Liability insurance of \$1,000,000.

Franchisee shall file evidence of insurance policy and/or bond with the City, in the form of certificate of insurance and/or bond if applicable for City approval of the commencement of operation under this Franchise. Franchisee shall maintain continuous uninterrupted insurance coverage and shall maintain evidence of coverage on file with the City for the duration of this Franchise and thereafter until Franchisee has liquidated all of its obligations with the City that may have arisen from the acceptance of this license by Licensee or from its exercise of any privilege granted in this license.

Franchisee shall provide the City with at least thirty (30) days written notice prior to a cancellation of insurance coverage, and for general and automobile liability insurance, Franchisee shall include the City, its officers, agents and employees as additional insureds with regard to liability and defense of suits arising from the performance of this Franchise.

Franchisee's failure to procure and maintain required insurance or bond shall constitute a material breach of contract and may result in the immediate and automatic termination of this Franchise. The date of the breach under this section may be the effective date of termination of this Franchise, regardless of whether notification to the City was provided or whether the City was aware of the breach or not. Upon termination of this Franchise, operation of the facilities covered by this Franchise are no longer authorized and

Franchisee may be liable for costs associated with abandonment of the Franchise.

SECTION 13. EMINENT DOMAIN

The Franchise granted hereunder shall not in any way or to any extent impair or affect the right of the City to acquire the property of the Franchisee hereof either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or to abridge the City's right of eminent domain in respect to the Franchisee.

This Franchise shall not be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the Franchisee of the necessary publication and any other sum paid by it to the City therefore at the time of the acquisition thereof.

SECTION 14. REMEDIES

If the Franchisee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within ten (10) business days after written demand for compliance, begin the work of compliance, or after such beginning shall not prosecute the same with due diligence to completion, then the City, may declare this Franchise forfeited as provided herein, and the City may thereafter sue in its own name for the forfeiture of this Franchise.

SECTION 15. NOTICE

All notices, requests and demands hereunder must be in writing to be effective. All notices required to be given hereunder, or by operation of law in connection with the performance or enforcement hereof, shall be deemed given upon delivery if delivered personally (which includes notices delivered by messenger or overnight courier) or, if delivered by mail, shall be deemed given three days after being deposited by first class mail in any duly authorized United States mail depository, postage prepaid. All such notices shall be addressed as follows, or to such other address or addresses as the parties may from time to time specify in writing:

Praxair, Inc.
Attn: Corporate Real Estate
10 Riverview Drive
Danbury CT 06810

SECTION 16. INDEPENDENT CONTRACTOR

Nothing herein contained shall be deemed to create an agency, joint venture, or partnership between the City and Franchisee.

SECTION 17. ENTIRE AGREEMENT

This Franchise constitutes the entire agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter of the Franchise. Any modification of this Franchise will be effective only if it is in writing executed by City and Franchisee.

SECTION 18. GOVERNING LAW AND VENUE

The Franchisee and City understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Franchise and also govern the interpretation of this Franchise. In the event of any legal action to enforce or interpret this Franchise, the sole and exclusive venue shall be a court of competent jurisdiction located in Contra Costa County, California, and the City and Franchisee agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, City and Franchisee specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

SECTION 19. CONSENT TO BREACH NOT WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such a waiver or consent shall be in writing and signed by the City and Franchisee claimed to have waived or consented. Any consent by the City and Franchisee to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

SECTION 20. CALENDAR DAYS

Any reference to the word "day" or "days" shall mean calendar day or calendar days respectively, unless otherwise expressly provided.

SECTION 21. ATTORNEY'S FEES

In any action or proceeding to enforce or interpret any provision of this Franchise or where any provisions hereof is validly asserted as a defense, City and Franchisee shall bear their own attorney's fees, costs and expenses.

SECTION 22. INTERPRETATION

This Franchise has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Franchise. In addition, City and Franchisee have been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Franchise by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code section 1654) or legal decision that would require interpretation of any ambiguities in this Franchise against the party that drafted it is not applicable and is deemed waived. The provisions of this Franchise shall be interpreted in a reasonable manner to affect the purpose of the parties to this Agreement.

SECTION 23. SEVERABILITY

If any term, condition, provision or article of this Franchise is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 24. AUTHORITY TO EXECUTE THIS AGREEMENT

City and Franchisee represent and warrant that this Franchise has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

SECTION 25. CONDITIONS OF EFFECTIVENESS

This ordinance shall take effect thirty (30) days after its adoption, provided that Franchisee has filed written acceptance thereof as provided in Section 3(a). The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published as required by law.

IN WITNESS WHEREOF, this Franchise is executed by:

CITY OF ANTIOCH:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PRAXAIR, INC:

BY: _____

NAME: Brian C. Morgan

TITLE: Director, Corporate Real Estate

DATE: _____

Sean Wright, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, CMC, City Clerk of City of Antioch

EXHIBIT "A"



CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Forrest Ebbs, Community Development Director *FE*

SUBJECT: Ordinance amending Title 6, Chapter 3, Solid Waste Collection and Recycling, to define "occupied" and provide an exception process for service – Second Reading

RECOMMENDED ACTION

It is recommended that the City Council adopt the ordinance amending Title 6, Chapter 3, Solid Waste Collection and Recycling, to define "occupied" and provide an exception process for service.

DISCUSSION

The adoption of an ordinance requires two separate readings. The subject ordinance was introduced at the January 14, 2020 City Council meeting. This second reading will finalize the adoption of the ordinance.

ATTACHMENT

- A. Ordinance amending Title 6, Chapter 3, Solid Waste Collection and Recycling, to define "occupied" and provide an exception process for service.

ATTACHMENT “A”

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING TITLE 6, CHAPTER 3, SOLID WASTE COLLECTION AND RECYCLING, TO DEFINE “OCCUPIED” AND CREATE A PROCESS FOR EXCEPTION FROM MANDATORY SERVICE

The City Council of the City of Antioch does ordain as follows:

SECTION 1:

Antioch Municipal Code Section 6-3.02 requires that all occupied structures subscribe to and maintain solid waste and recycling services from the City’s franchised operator. The Antioch Municipal Code does not define “occupied” for this purpose and, as a result, the enforcement of this provision is compromised. Creation of a definition and a process for exception from mandatory service will allow for ordinary and consistent enforcement of this City requirement.

SECTION 2:

The City Council determined on January 14, 2020, that, the project does not have the potential for causing a significant effect on the environment. Therefore, it is not subject to the California Environmental Quality Act (“CEQA”).

SECTION 3:

The following Sections are hereby amended as follows:

ARTICLE I: SOLID WASTE COLLECTION AND RECYCLING

§ 6-3.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADEQUATE SIZE or ADEQUATE LEVEL OF SERVICE. The subscription to collection services from the franchised contractor of containers of sufficient size and/or frequency of service that all solid waste, green waste and/or recyclable materials are enclosed within the container with the top of the container in a fully closed position ready for collection.

AGREEMENT. A contract entered into between the city and the contractor providing for, among other things, the award of a franchise, payment of franchise fees, and procedures for the contractor’s collection and disposal of materials and the setting of rates and charges for services.

CONTAINER. An approved receptacle for the storage and disposal of solid waste, green waste or recyclable materials, including contractor-supplied receptacles such as carts, bins, or drop boxes (or roll- off box, debris box); and also including subscriber-supplied containers for extra materials set out for collection, however limited as to size and weight as specified in the franchise agreement.

COMMERCIAL CONTAINER shall refer to a receptacle supplied by the contractor to the subscriber and constructed of metal, plastic, or other suitable material in such a fashion as to be water-tight.

CONTRACTOR or FRANCHISED CONTRACTOR. The person or entity with whom the city contracts for the collection and disposal of solid waste, including rubbish, green waste, recyclable materials or other waste materials.

GARBAGE. See Solid Waste.

GREEN WASTE. All plant matter cut, trimmed, or pruned from the subscriber's premises, including grass, garden plants, flowers, and tree and shrubbery trimmings, but excluding cactus, palm fronds and bamboo.

HAZARDOUS MATERIALS. All materials which are defined as being hazardous to the public health or safety by federal, state, or county statutes, legislation, policies, or rules and regulations. Hazardous materials/waste may include those things which are not hazardous in and of themselves, but which may become hazardous in combination with other materials which may be found in the waste stream. Examples include, but are not limited to, fireworks, gunpowder, antifreeze, paint thinner, mineral spirits, paint, asbestos, insecticides, weed killer, household cleaners with lye or ammonia, and medicines.

INFECTIOUS WASTE. All waste materials which are defined as being injurious to the public health or safety by federal, state, or county statutes, legislation, policies, or rules and regulations. Examples include, but are not limited to, needles and syringes and other instruments used to administer medication, disposable diapers, rags or other materials used to clean areas infected by human or animal waste, and other materials contaminated with or exposed to infected or contagious persons, animals, or materials.

OCCUPIED. Any structure or property that is served by an active water account.

RECYCLABLE MATERIALS. Defined as and including glass, paper, cardboard, wood, concrete, plastic, used motor oil and filters, ferrous and non-ferrous metal, aluminum, and any other waste materials that are capable of being recycled. The terms *RECYCLE*, *RECYCLED* and *RECYCLING* each refer to the process of collecting, sorting, cleansing, treating, reconstituting and/or selling recycling materials, and returning them to use in the economy. It includes construction and demolition debris, including asphalt and concrete. (See regulations regarding management plan for construction and demolition debris, at § 6-3.201 et seq. of the Antioch Municipal Code.)

REFUSE. See Solid Waste.

RUBBISH. See Solid Waste.

SALVAGE. The authorized and controlled accumulation of Solid Waste materials for subsequent use. *SALVAGEABLE MATERIALS* refers to items that can be put to subsequent use.

SOLID WASTE or WASTE. All putrescible and non-putrescible solid, semi-solid, and liquid wastes, including solid waste, trash, refuse, paper, rubbish, ashes, commercial and industrial wastes, green waste, construction and demolition debris, abandoned vehicles and parts thereof, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. *SOLID WASTE* or *WASTE* include recyclable materials that are discarded by the generators of such materials and mixed waste which include both recyclable and non-recyclable materials. *SOLID WASTE* or *WASTE* does not include any of the following wastes: (1) hazardous waste, as defined in Public Resources Code Section 40141; (2) radioactive waste; and

(3) medical waste regulated pursuant to the Medical Waste Management Act. It includes all recyclable materials that are discarded by the generator, and mixed waste. Solid Waste does not include exempt waste, as defined above.

(1) *REFUSE* refers to solid waste and rubbish. It does not include green waste or recyclable material that has been separated out for recycling, recovery or reuse.

(2) *RUBBISH* refers to non-putrescible solid wastes such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, plastics, rubber byproducts or litter.

SPECIAL HANDLING MATERIALS. All materials which are defined as requiring special handling for the public health and safety by federal, state, or county statutes, legislation, policies, or rules and regulations. *SPECIAL HANDLING MATERIALS* shall also mean those things which are not dangerous in and of themselves but which may impose a hazard to the public health when combined with other materials which may be found in a waste stream or disposal site, or which may contaminate water supplies or other facilities used by the public and not disposed of properly, or which cannot be conveniently handled using standard equipment and procedures. Examples include, but are not limited to, used automobile oil and filters, household cleaners which are not inherently hazardous, and large-sized or bulk materials or materials too heavy to dispose of through the normal container process.

SUBSCRIBER. All persons, firms, corporations, or entities which generate or accumulate solid waste, rubbish, recyclable/salvageable materials, hazardous materials, infectious wastes, or special handling materials within the boundaries of the city as they may exist from time to time.

('66 Code, § 6-3.01) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07)

§ 6-3.02 SOLID WASTE AND RECYCLING; MANDATORY SERVICE.

Unless special contractual arrangements have been made by the subscriber with the contractor for commercial containers, cart services, or otherwise, every subscriber described in this section shall be subject to the provisions of this section.

(A) Every owner, proprietor, person in possession, manager, or other person, firm, or corporation having the charge or control of any occupied boarding or lodging house, hotel, club, bar, restaurant or other eating place, or vegetable or food processing or handling establishment within the city shall subscribe to a level of solid waste and recycling service with the contractor that is sufficient to handle the volume of solid waste generated or accumulated on the premises.

(B) The owner, manager, person in possession, or other entity having the charge or control of any dwelling of four or less residential units, unless other contractual arrangements are made with the contractor, shall provide and keep at all times, for each unit, one solid waste cart and one recyclables cart of adequate size to contain in the appropriate containers, all solid waste produced or accumulated on the premises.

(C) The owner of any dwelling of five or more residential units or any commercial or industrial business, unless other contractual arrangements are made with the contractor, shall provide and keep at all times an adequate level of service including solid waste and recycling collection for all materials produced or accumulated on the premises.

(D) Every person, firm or corporation that generates and that is required by this chapter to dispose of solid waste, green waste and recyclable materials shall subscribe with the contractor for the collection of solid waste, green waste, and recyclable materials. In the case of any leased or rented single-family dwelling or leased or rented apartment, flat, duplex, or multi-family dwelling, the owner shall ensure that there is adequate collection and disposal service for each occupant residing therein and shall be responsible for the payment of the charges therefor.

(E) The contractor shall give written notice to the City Manager or his or her designee of the address of any commercial or industrial business or occupied premises within the city which is not furnished with the collection and disposal service provided by the contractor.

(F) Failure to subscribe for the collection of solid waste, rubbish and recyclable materials as required by this code is unlawful. In addition to the penalties provided in Chapter 2 of Title 1 of this code, failure to subscribe for the collection and disposal of solid waste, rubbish and recyclable materials may also result in abatement action by the city, including the city subscribing to the collection service on behalf of the property owner in incremental periods of six months and the imposition of a special assessment lien upon the property for recovery of costs thereof in accordance with the procedures set forth in §§ 1-5.09 and 5-1.309 of this code.

(G) If the city manager or his or her designee determines that any person, firm, corporation or entity has failed to subscribe for the collection of solid waste, rubbish, and recyclable materials as required by this code, a written notice may be sent to the person, firm, corporation or entity informing them of the violation and the requirements of this chapter. The notice shall direct the recipient to subscribe with the contractor within ten days after the date of the notice and the penalties for continued failure to comply.

(H) Any person, firm, corporation or other entity may apply for an exemption to the requirements of this chapter upon the showing that the premises are unoccupied. Such application shall be made on any form supplied by the city.

(I) No provision of this chapter shall be construed to prevent an owner from requiring the tenant to furnish the containers required by this chapter, or to subscribe for the collection of solid waste, rubbish and recyclable materials; provided, however, that such arrangement does not excuse the owner of his or her obligations under this chapter if the tenant fails to comply.

(J) Nothing in this chapter shall be construed to prevent any person, firm, corporation, or entity from the periodically removing and disposing of rubbish from premises owned, managed or controlled by that person, unless the material removed includes hazardous, infectious or special handling materials, or to so remove the material would constitute a hazard to the public health or safety or would constitute a public nuisance, or unless such person, firm, corporation or entity is engaged in the business of hauling.

(K) Owners of a structure or property that is vacant but maintains water services for irrigation, property maintenance or similar purpose, may apply to the City Manager or designee for exception to the requirement for solid waste service. The conditions and terms of this exemption may be restricted.

('66 Code, § 6-3.02) (Ord. 711-C-S, passed 6-9-88; Am. Ord. 1088-C-S, passed 3-13-07)

SECTION 3:

Severability. If any section, subsection, provision or part of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 4:

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 14th of January 2020, and passed and adopted at a regular meeting thereof, held on the 28th of January 2020, by the following vote:

AYES:

NOES:

ABSENT:

Sean Wright, Mayor of the City of Antioch

ATTEST:

**Arne Simonsen, CMC
City Clerk of the City of Antioch**

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2020
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Zoe Merideth, Associate Planner *ZM*
APPROVED BY: Forrest Ebbs, Community Development Director *FE*
SUBJECT: Zoning Ordinance Amendments for Family Day Care Homes and Planning Application Withdrawals (Z-19-05) – Second Reading

RECOMMENDED ACTION

It is recommended that the City Council take the following action:

1. Adopt an ordinance making text amendments to Chapter 5 of Title 9 of the Antioch Municipal Code regulating family day care homes.
2. Adopt an ordinance adding language to Chapter 5 of Title 9 of the Antioch Municipal Code regulating planning application withdrawals.

DISCUSSION

The adoption of an ordinance requires two separate readings. The subject ordinances were introduced at the January 14, 2020 City Council meeting. This second reading will finalize the adoption of the ordinance.

ATTACHMENTS

- A. Ordinance Regulating Family Day Care Homes
- B. Ordinance Regulating Planning Application Withdrawals

ATTACHMENT "A"

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTIONS 5.203, 5.3817, AND 5.3832, AMENDING TABLE
5.3803, AND REPEALING SECTION 5.3818 OF TITLE 9 OF THE
ANTIOCH MUNICIPAL CODE RELATING TO
SMALL AND LARGE FAMILY DAY CARE HOMES**

WHEREAS, on September 5, 2019, Governor Newsom signed Senate Bill 234 ("SB 234") (Skinner, Chapter 244) into law, amending the Health and Safety Code relating to family day care homes, including requiring all local ordinances to treat family day care homes as a residential use of property;

WHEREAS, pursuant to Health and Safety Code section 1597.45(a), a small or large family day care home shall be considered a residential use of property for all City ordinances, including zoning ordinances;

WHEREAS, pursuant to Health and Safety Code section 1597.45(b), the City cannot impose a business license, fee, or tax on a small or large family day care home;

WHEREAS, the use of a home as a small or large family day care home does not constitute a change of occupancy for purposes of the State Housing Law or local building codes;

WHEREAS, this Ordinance would conform the Antioch Municipal Code to SB 234, which takes effect on January 1, 2020;

WHEREAS, Health and Safety Code section 1596.78 defines a "large family daycare home" to mean a "facility that provides care, protection, and supervision for 7 to 14 children..." and a "small family daycare home" to mean a "facility that provides care, protection, and supervision for eight or fewer children...";

WHEREAS, Health and Safety Code section 1596.78 is ambiguous as to whether day care homes with 7 or 8 children should be classified as a small or large family day care home;

WHEREAS, the City wishes to clarify this confusion by defining a "large family day care home" to apply to facilities with 9 to 14 children;

WHEREAS, the Planning Commission conducted a duly noticed public hearing on November 20, 2019 at which time a resolution was approved to initiate and recommend to the City Council that this ordinance be adopted; and

WHEREAS, the City Council held a duly noticed public hearing on January 14, 2020 at which time all interested persons were allowed to address the City Council regarding adoption of this ordinance.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Antioch, California, does hereby ordain as follows:

SECTION 1. Recitals. The above recitals are incorporated by reference as though set forth in this section.

SECTION 2. Section 5.203 of Title 9 of the Antioch Municipal Code is hereby amended, in part, to revise the following definitions to read as follows:

FAMILY DAY CARE HOME (LARGE). A dwelling which provides licensed care, protection and supervision for 9 to 14 children, including children under the age of 10 who reside at the home, for periods of less than 24 hours per day.

FAMILY DAY CARE HOME (SMALL). A dwelling which provides licensed care, protection and supervision for eight or fewer children, including children under the age of 10 who reside at the home, for periods of less than 24 hours per day.

SECTION 3. Table 5.3803 of Title 9 of the Antioch Municipal Code is hereby amended, in part, to read as follows:

	RE RR	R- 4 R- 6	R- 10	R- 20	R- 25	R- 35	PB C	C- 0	C- 1	C- 2	C- 3	M CR	W F	OS	M- 1	M- 2	H	ES 9	CB
RESIDENTIAL USES																			
Day care: large family (§ 9-5.3817)	P	P	P	P	P	P	—	—	—	—	—	—	—	—	—	—	—	*	—
Day care: small family (§ 9-5.3817)	P	P	P	P	P	P	—	—	—	—	—	—	—	—	—	—	—	*	—

SECTION 4. Section 9-5.3817 of Title 9 of the Antioch Municipal Code is hereby amended to read as follows:

§ 9-5.3817 SMALL AND LARGE FAMILY DAY CARE HOMES.

The use of a dwelling as a small or large family day care home shall be considered a residential use of property. No business license fee or tax shall be imposed by the City for the privilege of operating a small family or large family day care home. Also, such use of a residence shall not constitute a change of occupancy for the purposes of the State Housing Law and the Uniform Building Code.

Small and large family day care homes shall comply with all building code standards, standards established by the State Fire Marshal, and state licensing requirements.

SECTION 5. Section 5.3818 of Title 9 of the Antioch Municipal Code is hereby repealed.

SECTION 6. Section 5.3832 of Title 9 of the Antioch Municipal Code is hereby amended to read as follows:

§ 9-5.3832 CHURCHES, PRESCHOOLS, PRIVATE ELEMENTARY, MIDDLE AND HIGH SCHOOLS, AND DAY CARE CENTERS IN RESIDENTIALLY ZONED DISTRICTS.

(A) Location.

- (1) Required use permits for churches, preschools. Private elementary schools, private middle and high schools, and day care centers may be approved only if the proposed facility is:
 - (a) Located on an arterial or collector street where single-family homes are not fronting the street; and
 - (b) At the periphery of neighborhoods where traffic through the residential neighborhood can be minimized and adequate buffers between the use and the neighborhood can be maintained.
 - (c) Use permits may be issued for churches notwithstanding divisions (b) and (c) if conditions are imposed to mitigate potential impacts.
- (2) Small and large family day care homes may be located within residential zones, as outlined in § 9-5.3803.

(B) Buffering. All churches, preschools, private elementary schools, private middle and high schools, and day care centers shall be provided with an

adequate buffer along any common boundaries with residential uses and shall be subject to a use permit.

- (C) Lighting. All exterior lighting shall be reflected away from public thoroughfares and adjacent residential properties.
- (D) Public schools are regulated by the state and are therefore exempt from the preceding requirements. Public schools do, however, need to be consistent with the city's General Plan.

SECTION 7. CEQA. Pursuant to Health and Safety Code section 1597.45(d), small or large family day care homes are not subject to the California Environmental Quality Act.

Pursuant to the California Environmental Quality Act (“**CEQA**”) Guidelines § 15378 and California Public Resources Code § 21065, the City Council finds that this Ordinance is not a “project” because its adoption is not an activity that has the potential for a direct physical change or reasonably foreseeable indirect physical change in the environment. Accordingly, this Ordinance is not subject to CEQA.

Even if this Ordinance qualified as a “project” subject to CEQA, the City Council finds that, pursuant to CEQA Guidelines § 15061(b)(3), (the so called “common sense exemption”) there is no possibility that this project will have a significant impact on the physical environment. The ordinance update to make large family day care homes a permitted use does not directly or indirectly authorize or approve any actual changes in the physical environment.

SECTION 8. Conflicts with Prior Ordinances. If the provisions in this Ordinance conflict in whole or in part with any other City regulation or ordinance adopted prior to the effective date of this section, the provisions in this Ordinance will control.

SECTION 9. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 10. Publication; Effective Date. This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 14th day of January 2020 and passed and adopted at a regular meeting thereof, held on the 28th day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sean Wright, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, CMC
City Clerk of the City of Antioch

ATTACHMENT “B”

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADDING SECTION 5.3847 TO TITLE 9 OF THE ANTIOCH MUNICIPAL
CODE RELATING TO AUTOMATIC WITHDRAWALS OF PLANNING
APPLICATIONS AND ACTIONS**

WHEREAS, the City of Antioch (“City”) regularly receives incomplete applications for planning approvals;

WHEREAS, the City Council wishes to impose a deadline that would cause incomplete planning applications to be deemed withdrawn without prejudicing the applicant’s ability to file a new application;

WHEREAS, applying such a deadline to incomplete applications would promote efficient review and timely decisions, and would mitigate unreasonable delays caused by chronically incomplete applications;

WHEREAS, the Planning Commission conducted a duly noticed public hearing on November 20, 2019 at which time a resolution was approved to initiate and recommend to the City Council that this Ordinance be adopted; and

WHEREAS, the City Council held a duly noticed public hearing on January 14, 2020, at which time all interested persons had an opportunity to address the City Council concerning the adoption of this Ordinance.

NOW, THEREFORE, the City Council of the City of Antioch, California, does hereby ordain as follows:

SECTION 1. Recitals. The above recitals are incorporated by reference as though set forth in this section.

SECTION 2. Amendment. Section 5.3847 is hereby added to Title 9 of the Antioch Municipal Code to read in full as set forth below:

§ 9-5.3847 WITHDRAWALS OF PLANNING APPLICATIONS AND ACTIONS.

All planning applications and actions shall be automatically deemed withdrawn, without any further action by the Community Development Department, when the applicant fails to tender a substantive response to the Community Development Department within 120 calendar days following the date of the written notice of an incomplete application. The Zoning Administrator, may in the Zoning Administrator’s discretion, grant a written extension for up to an additional 90 calendar days when the applicant submits a written request prior to the 120th day that shows good cause to grant the extension. Delays due to circumstances outside the applicant’s reasonable control will be considered good cause to grant the extension.

When an application is deemed withdrawn, or has been withdrawn by the applicant, the Zoning Administrator shall return the entire application package to the applicant, including accompanying information and any portion of the filing fee not used in processing up to the point of withdrawal. The return application shall also be accompanied by a letter explaining the requirements for refiling. A withdrawn application may be refiled at any time, provided the withdrawn applicant submits a new application and associated application fees.

SECTION 3. CEQA. Pursuant to the California Environmental Quality Act (“**CEQA**”) Guidelines § 15378 and California Public Resources Code § 21065, the City Council finds that this Ordinance is not a “project” because its adoption is not an activity that has the potential for a direct physical change or reasonably foreseeable indirect physical change in the environment. Accordingly, this Ordinance is not subject to CEQA.

Even if this Ordinance qualified as a “project” subject to CEQA, the City Council finds that, pursuant to CEQA Guidelines § 15061(b)(3), (the so called “common sense exemption”) there is no possibility that this project will have a significant impact on the physical environment. The withdrawal of planning applications does not directly or indirectly authorize or approve any actual changes in the physical environment.

SECTION 4. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 5. Publication; Effective Date. This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 14th day of January 2020 and passed and adopted at a regular meeting thereof, held on the 28th day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sean Wright, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, CMC
City Clerk of the City of Antioch

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tracy Shearer, Assistant Engineer *AS*

REVIEWED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: Balwinder Grewal, Interim Public Works Director/City Engineer *BG*

SUBJECT: Consideration of Bids for the Water Main Replacement at Various Locations (P.W. 503-18)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution to:

1. Authorize an amendment increasing the FY19/20 Capital Improvement Budget for the Water Main Replacement ("Project") in the amount of \$4,500,000 from the Water Enterprise Fund;
2. Release Ghilotti Construction Company from their bid due to a mistake they made filling out their bid; and
3. Award the contract to the lowest responsive and responsible bidder, California Trenchless, Inc. and authorize the City Manager to execute an agreement in the amount of \$4,244,600.00.

FISCAL IMPACT

The 2019-20 Capital Improvement Budget includes \$2,220,398.51 for water main replacements projects through the Water System Improvement Fund. Adoption of this resolution will replace this funding with \$4,500,000 from the Water Enterprise to include the cost of the construction contract, engineering, inspection, testing and contract administration of the project. The Engineer's estimate for the construction of this project was \$4,500,000.

DISCUSSION

On December 17, 2019, eleven bids were received and opened for the replacement of deteriorating water facilities on Delta Fair Boulevard from Belle Drive to Chickie Street; Kendree Street from Belle Drive to Delta Fair Boulevard; Putnam Street from G Street to Lone Tree Way; W. Tregallas Road from G Street to D Street; San Joaquin Avenue from

Alcala Street to W. Tregallas Road; Stamm Drive from E. Tregallas Road to Shaddick Drive; Bonita Avenue from E. Tregallas Road to Shaddick Drive; Patricia Avenue from E. Tregallas Road to Shaddick Drive; Shaddick Drive from Garrow Drive to Windsor Drive; Garrow Drive from E. Tregallas Road to Shaddick Drive. The bid tabulation is shown on Attachment B.

The apparent low bid was submitted by Ghilotti Construction Company (Ghilotti) in the amount of \$3,542,250.00. Ghilotti has requested relief from their bid on the grounds that a mistake was made filling out the bid. The mistake consisted of inadvertently excluding the cost of 4,130 tons of trench patch asphalt concrete from the bid. California Public Contract Code Section 5103, states that a contractor may be granted relief if the follow has occurred:

- (a) A mistake was made.
- (b) He or she gave the public entity written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred.
- (c) The mistake made the bid materially different than he or she intended it to be.
- (d) The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

Staff has consulted with the City Attorney to determine Ghilotti has met the requirement to receive bid relief.

Staff recommends granting Ghilotti relief from their bid and then awarding the contract to the lowest responsive and responsible bidder, California Trenchless, Inc. of Hayward in the amount of \$4,244,600.00.

ATTACHMENTS

- A: Resolution
- B: Tabulation of Bids
- C: Ghilotti Construction Company Request for Bid Relief

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING AN AMENDMENT INCREASING THE FY19/20 CAPITAL
IMPROVEMENT BUDGET IN THE AMOUNT OF \$4,500,000 FROM THE WATER
ENTERPRISE FUND; RELIEVING GHILOTTI CONSTRUCTION COMPANY OF
THEIR BID; AND AWARDING THE CONTRACT AND AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT WITH CALIFORNIA TRENCHLESS,
INC. FOR THE WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS PROJECT
P.W. 503-18**

WHEREAS, the City Council has considered an amendment increasing the FY19/20 Capital Improvement Budget for the Water Main Replacement ("Project") in the amount of \$4,500,000 from the Water Enterprise Fund;

WHEREAS, the City Council has considered releasing Ghilotti Construction Company from their bid due to a mistake they made filling out their bid; and

WHEREAS, the City Council has considered awarding the Project contract to the lowest, responsive and responsible bidder, California Trenchless, Inc.

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

1. Releases Ghilotti Construction Company from their bid due to a mistake they made filling out their bid;
2. Authorizes the award of the contract to the lowest, responsive and responsible bidder, California Trenchless, Inc. in the amount of \$4,244,600.00, and
3. Authorizes the City Manager to execute an agreement with California Trenchless, Inc. in the amount of \$4,244,600.00, in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2020/**

January 28, 2020

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of January 2020, by the following vote:

AYES:

ABSENT:

ABSTAIN:

NOES:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Water Main Replacement at Various Locations
(P.W. 503-18)

BIDS OPENED: December 17, 2019 ~ 2:00 p.m.
City Council Chambers

	Engineer's Construction Estimate	Ghilotti Construction Company, Inc. Santa Rosa	California Trenchless Inc. Hayward	Teichert Energy & Utilities Group Sacramento	Suulutaaq, Inc. Suisun City	Platinum Pipeline, Inc. Livermore
TOTAL BID PRICE	\$4,500,000.00	\$3,542,250.00	\$4,244,600.00	\$4,248,454.00	\$4,263,300.00	\$4,324,620.00

<i>Ghilotti Construction Company, Inc.</i>	<i>California Trenchless, Inc.</i>	<i>Teichert Energy & Utilities Group</i>	<i>Suulutaaq, Inc.</i>	<i>Platinum Pipeline, Inc.</i>
<u>Striping/Markers</u> Striping Graphics <u>AC Grinding</u> ABSL Construction	<u>Asphalt Paving</u> MCK Services <u>Striping & Markers</u> Sierra Traffic	<u>Striping</u> Sierra Traffic Marking <u>Paving</u> A. Teichert & Sons <u>Traffic Loops</u> Mike Brown Electric	<u>Electrical</u> Mike Brown Electric <u>Sawcutting</u> Harrison Concrete Cutting <u>Traffic Control</u> Sierra Traffic Marking	<u>Traffic Markings</u> Sierra Traffic <u>Traffic Loops</u> Mike Brown Electric <u>Paving</u> KDW Construction

ATTACHMENT "B"

B
1

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Water Main Replacement at Various Locations
(P.W. 503-18)

BIDS OPENED: December 17, 2019 ~ 2:00 p.m.
City Council Chambers

	Engineer's Construction Estimate	Cratus, Inc. San Francisco	Garney Pacific, Inc. Tracy	Ranger Pipelines, Inc. San Francisco	R.J. Gordon Construction, Inc. Pleasant Hill	KJ Woods Construction, Inc. San Francisco
TOTAL BID PRICE	\$4,500,000.00	\$4,556,000.00	\$4,636,220.00	\$5,074,300.00	\$5,226,950.00	\$5,348,000.00

<i>Cratus, Inc.</i>	<i>Garney Pacific, Inc.</i>	<i>Ranger Pipelines, Inc.</i>	<i>R.J. Gordon Construction, Inc.</i>	<i>KJ Woods Construction, Inc.</i>
<u>Grind & Pave</u> MCK Services <u>Striping</u> Bayside Stripe & Seal <u>Traffic Loops</u> St. Francis Electric	<u>Paving</u> Teichert <u>Traffic Striping & Marking</u> Sierra Traffic Markings, Inc.	<u>Hot Tap</u> Tap Master <u>Striping</u> Sierra Traffic Markings <u>Traffic Loops</u> Mike Brown Electric <u>Asphalt Paving</u> MCK Services, Inc.	<u>Replace Traffic Loops</u> St. Francis Electric <u>Grind & Pave</u> MCK Services <u>Striping</u> Sierra Traffic Markings	<u>Striping</u> Sierra Striping

B2

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Water Main Replacement at Various Locations
(P.W. 503-18)

BIDS OPENED: December 17, 2019 ~ 2:00 p.m.
City Council Chambers

	Engineer's Construction Estimate	TerraCon Constructors, Inc. Healdsburg				
TOTAL BID PRICE	\$4,500,000.00	\$5,435,585.00				

<i>TerraCon Constructors, Inc.</i>				
<u>Grinding AC</u> Delta Grinding <u>Hot Taps</u> Tap Masters <u>Traffic Loops</u> Mike Brown Electric <u>Traffic Stripes</u> Striping Graphics				

B3



December 18, 2019

To: Scott Buenting
City of Antioch
200 "H" Street
Antioch, CA 94531

Re: Water Main Replacement at Various Locations (P.W. 503-18)
Bid Date: December 17, 2019
Relief of Bid Request

Dear Mr. Buenting,

Ghilotti Construction Company, Inc. (Ghilotti) submitted a bid for the above referenced project and at the time of the opening was the apparent low bidder. Upon review of our bid we discovered a mistake and as such are compelled to request relief of our bid submitted on this project.

- A) A mistake was made by Ghilotti while submitting a bid for this project,
- B) With this letter, Ghilotti notifies the City of Antioch within 5 working days of the bid opening of the mistake.
- C) The mistake made Ghilotti's bid materially different than it intended it to be.
- D) The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

The mistake occurred during the bid closing process when 4,130 tons of asphalt (HMA) cost was inadvertently "suspended" or "turned off". The 4,130 tons of HMA is valued at \$67.58 per ton including tax equaling \$279,105.40 and is missing from our bid. This amount is too great a sum for Ghilotti to absorb and therefore we respectfully request relief from this bid.

Thank you for considering this matter.

Sincerely,

Thomas Smith
Estimating Manager

— Engineering Contractor —

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: Bailey Grewal, Interim Public Works Director/City Engineer *BG*

SUBJECT: Fourth Amendments to the Consultant Service Agreements with Salaber and Associates and Coastland for On-Call Consultant Inspection Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the fourth amendments to the Consultant Service Agreements with Salaber and Associates ("SA") in an amount not to exceed \$300,000 for a total contract amount of \$662,500, and Coastland in an amount not to exceed \$300,000 for a total contract amount of \$762,500 for on-call consultant inspection services and extending the term of the contracts through December 31, 2020.

FISCAL IMPACT

Adoption of this resolution will increase SA's contract by \$300,000 for a total contract amount of \$662,500 and Coastland's contract in an amount not to exceed \$300,000 for a total contract amount of \$762,500. Funding for this work will be provided from various funding sources corresponding to the project inspections performed by the consultant. It is anticipated that this recommendation will have no impact to the General Fund.

DISCUSSION

The City has three full time Public Works Inspectors. In addition to City capital projects currently there are large subdivision projects under construction. The current workload exceeds the capacity of existing staff levels. An amendment is needed to the existing consultant inspection service contracts to continue to oversee encroachment permit projects, monitor the construction of improvements within new subdivisions and various other construction activities.

On January 14, 2019, Staff met with Operating Engineers Local Union No. 3. The Union did not object to utilizing on-call consultants; however, the Union requested to meet in May to discuss future staffing levels.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
FOURTH AMENDMENTS TO THE CONSULTANT SERVICE AGREEMENTS WITH
SALABER AND ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$300,000, AND
COASTLAND IN AN AMOUNT NOT TO EXCEED \$300,000 FOR ON-CALL
CONSULTANT INSPECTION SERVICES**

WHEREAS, on September 26, 2018, the City of Antioch ("City") entered into Consultant Services Agreements with Salaber Associates, Inc. and Coastland for on-call inspection services in the amount of \$50,000 each;

WHEREAS, on December 12, 2018, the City increased the compensation for Salaber Associates, Inc. and Coastland in the amount of \$12,500 bringing the total compensation to an amount not to exceed \$62,500 each for on-call inspection services;

WHEREAS, on January 8, 2019, the City increased the compensation for Salaber Associates, Inc. and Coastland in the amount of \$150,000 bringing the total compensation to an amount not to exceed \$212,500 each for on-call inspection services;

WHEREAS, on June 25, 2019, the City increased the compensation for Salaber Associates, Inc. in an amount not to exceed \$150,000 for a total contract amount of \$362,500;

WHEREAS, on June 25, 2019, the City increased the compensation for Coastland in an amount not to exceed \$250,000 for a total contract amount of \$462,500;

WHEREAS, the City desires to authorize the City Manager to execute the Fourth Amendment to the Consultant Service Agreement with Salaber Associates, Inc. in an amount not to exceed \$300,000 for a total contract amount of \$662,500; and

WHEREAS, the City desires to authorize the City Manager to execute the Fourth Amendment to the Consultant Service Agreements with Coastland in an amount not to exceed \$300,000 for a total contract amount of \$762,500.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that:

1. The City Manager is hereby authorized to execute the Fourth Amendment to the Consultant Service Agreement with Salaber Associates, Inc. in a form approved by the City Attorney for an amount not to exceed \$300,000 and for a total contract amount of \$662,500.
2. The City Manager is hereby authorized to execute the Fourth Amendment to the Consultant Service Agreement with Coastland in a form approved by the City Attorney for an amount not to exceed \$300,000 and for a total contract amount of \$762,500.

* * * * *

RESOLUTION NO. 2020/**

January 28, 2020

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of January 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tracy Shearer, Assistant Engineer *TS*

REVIEWED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: Balwinder Grewal, Interim Public Works Director/City Engineer *BG*

SUBJECT: Resolution of Support for a Transportation Development Act Grant for the Pedestrian Safety Improvements, Phase II (P.W. 124-2)

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached Resolution of Support and authorize the filing of a grant application to Metropolitan Transportation Commission ("MTC") requesting an allocation of Transportation Development Act ("TDA") Article 3 Pedestrian/Bicycle project funds in the amount of \$120,000 for the Antioch School Pedestrian Safety Improvements Project.

FISCAL IMPACT

The City would receive up to \$120,000 of TDA funding for this project. There are no local matching fund requirements for this grant.

DISCUSSION

Staff is recommending the City submit an application requesting an allocation of the TDA Article 3 Pedestrian/Bicycle project funds for pedestrian safety improvements. This work will include installing safety improvements, such as Rectangular Rapid Flashing Beacons ("RRFBs") or other enhanced crossing facilities, speed radar and pedestrian warning devices near Turner Elementary and Fremont Elementary. In addition, concrete curb ramps will be installed, and school crossing signage and legends will be upgraded. City staff plan to prepare and submit an application to request grant funding prior to the grant deadline of January 31, 2020.

MTC requested that the project sponsor submit a council resolution supporting and approving the application for federal funding for this project.

ATTACHMENTS

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF LOCAL SUPPORT AUTHORIZING THE FILING
OF A GRANT APPLICATION TO MTC REQUESTING AN ALLOCATION OF
2020 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE
PROJECT FUNDS FOR THE PEDESTRIAN SAFETY IMPROVEMENTS, PHASE II
PROJECT
(P.W. 124-2)**

WHEREAS, Article 3 of the Transportation Development Act ("TDA"), Public Utilities Code ("PUC") Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists;

WHEREAS, the Metropolitan Transportation Commission ("MTC"), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No.4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding;

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of Antioch desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Exhibit A to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

NOW, THEREFORE, BE IT RESOLVED, that the City of Antioch declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it

RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Exhibit A to this resolution, or that might impair the ability of the City of Antioch to carry out the project; and furthermore, be it

RESOLVED, that the City of Antioch attests to the accuracy of and approves the statements in Exhibit A to this resolution; and furthermore, be it

RESOLVED, that the project was reviewed on January 16, 2020 by the Parks and Recreation Commission, the designated Pedestrian and Bicycle Advisory Committee for the City of Antioch and the designated representative; and furthermore, be it

RESOLVED, that the Pedestrian Safety Improvements, Phase II Project will provide improved safety for bicyclists and pedestrians; and furthermore, be it

RESOLUTION NO. 2020/**

January 28, 2020

Page 2

RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Contra Costa County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof held on the 28th day of January, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, CMC
CITYCLERK OF THE CITY OF ANTIOCH

A2

EXHIBIT "A"

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2020 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

1. That the City of Antioch is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of Antioch legally impeded from undertaking the project(s) described in Exhibit A of this resolution.
2. That the City of Antioch has committed adequate staffing resources to complete the project(s) described in Exhibit A.
3. A review of the project(s) described in Exhibit A has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Exhibit A have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Exhibit A comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Exhibit A, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Exhibit A are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Antioch within the prior five fiscal years.
8. That the project(s) described in Exhibit A is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Exhibit A that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Exhibit A will be completed before the funds expire.
11. That City of Antioch agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Exhibit A, for the benefit of and use by the public.

TDA Article 3 Project Application Form

Fiscal Year of this Claim: FY 20/21 Applicant: City of Antioch

Contact person: Tracy Shearer

Mailing Address: 200 H St, Antioch 94509

E-Mail Address: tshearer@ci.antioch.ca.us Telephone: 925-779-6130

Secondary Contact (in event primary not available) Scott Buenting

E-Mail Address: Sbuenting@ci.antioch.ca.us Telephone: 925-779-6129

Short Title Description of Project: Antioch School Pedestrian Safety Improvements

Amount of claim: \$120,000

Functional Description of Project:

Install RRFBs or other enhanced crossings at the main crossings in front of Turner and Fremont Elementary in Antioch. Install flashing radar lights on Delta Fair Boulevard ahead of Turner Elementary. Also update curb ramps and school signage and freshen up pavement markings in front of both schools.

Financial Plan:

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

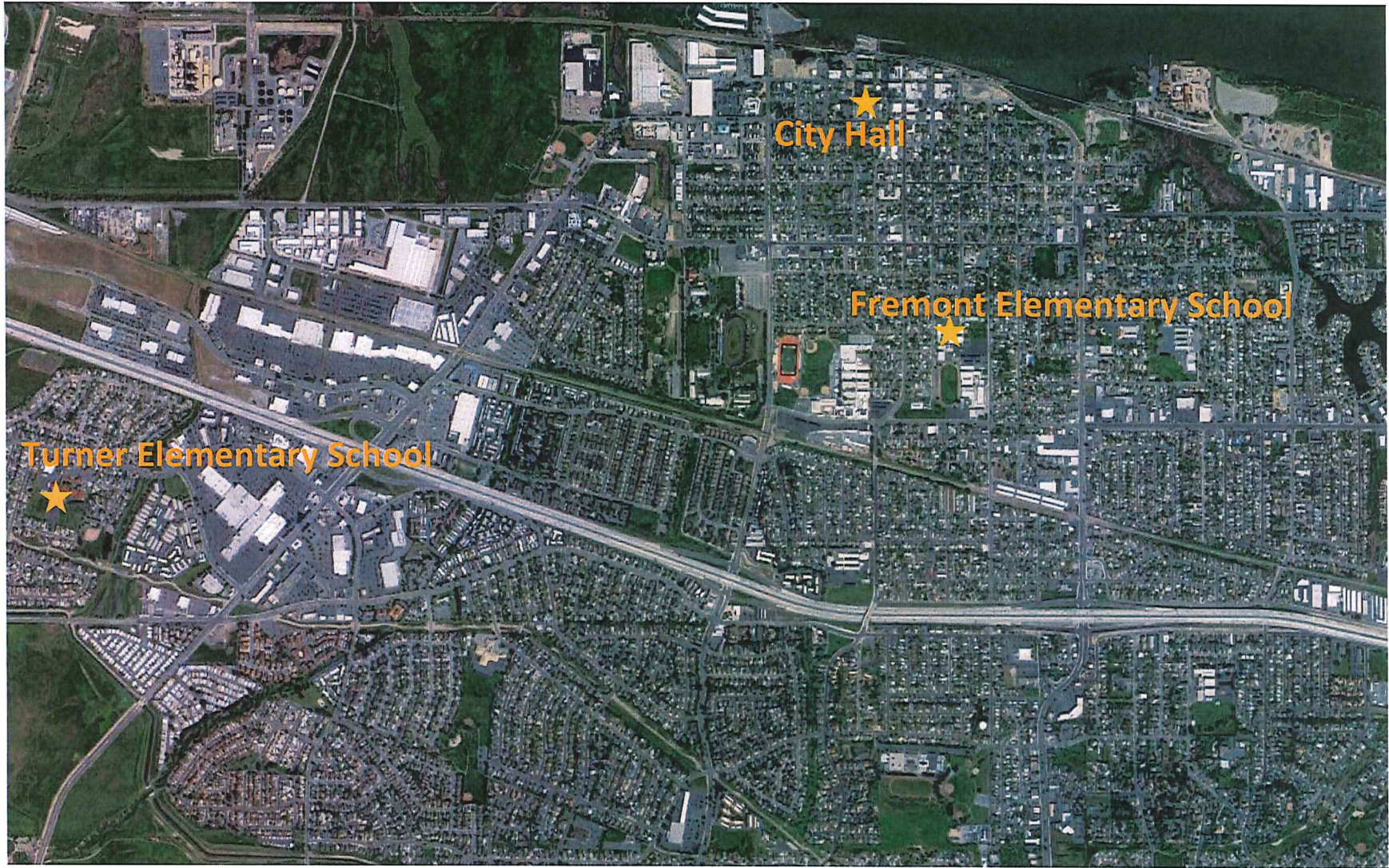
Project Elements: RRFBs or other crossing enhancements, Flashing Radar, curb ramps, school crosswalk signage and legends

Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3		120,000			120,000
list all other sources:					
1.					
2.					
3.					
4.					
Totals					

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated). January 28, 2020	Yes
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	No
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	N/A
D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: January 16, 2020	Yes
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	N/A
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) _____	Yes
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: <u>Concrete, striping and signage to be maintained by Antioch, Enhanced crossing to be maintained by CCC on contract with the City of Antioch</u>)	Yes

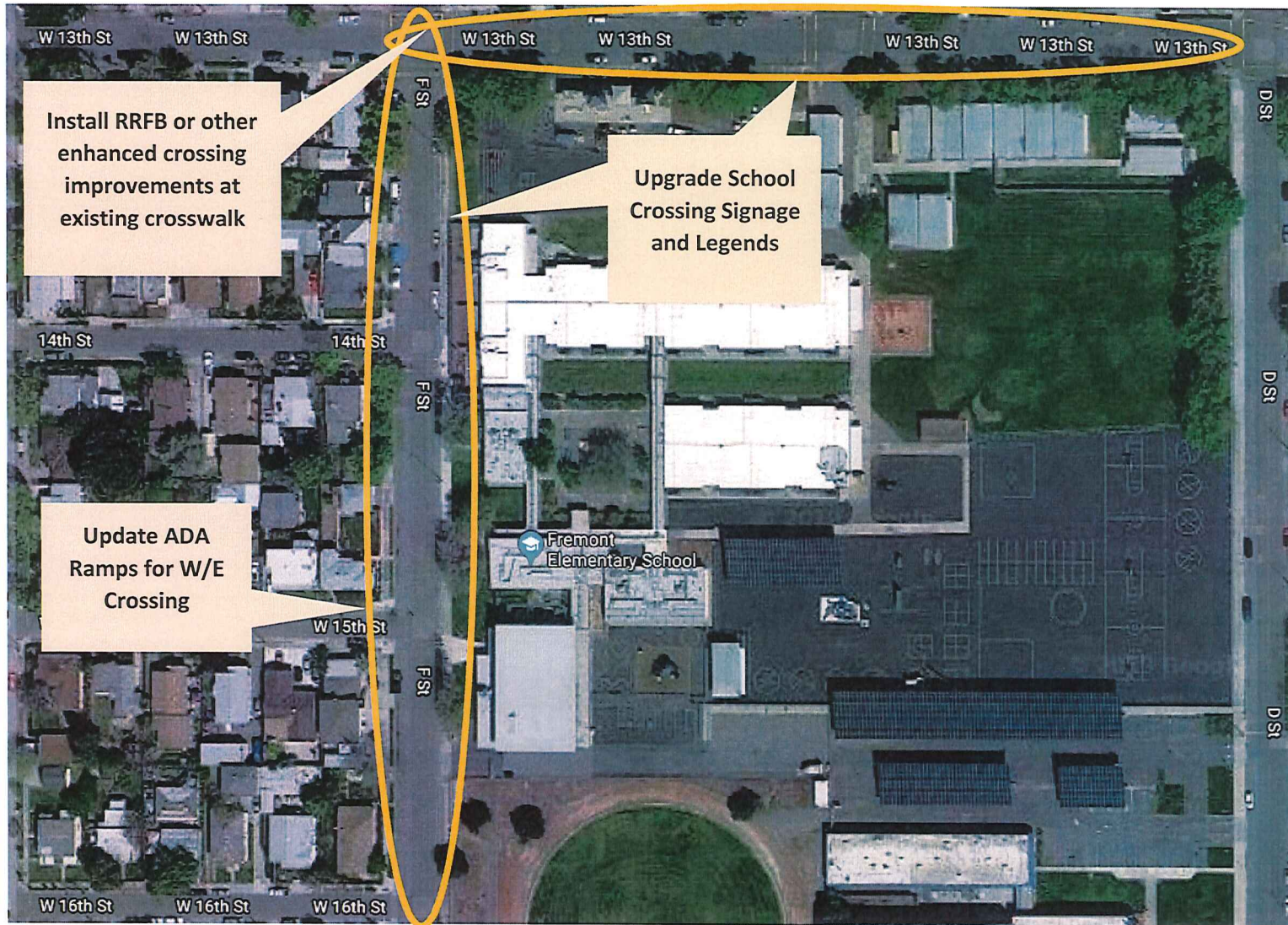
A4

Location Map



A5

Fremont Elementary School Site Map



Install RRFB or other enhanced crossing improvements at existing crosswalk

Upgrade School Crossing Signage and Legends

Update ADA Ramps for W/E Crossing

A40

Turner Elementary School Site Map



CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager, Capital Improvements Division *SB*

APPROVED BY: Balwinder Grewal, Interim Public Works Director/City Engineer *BG*

SUBJECT: Second Amendment to the Memorandum of Understanding for the Development of a Groundwater Sustainability Plan for the East Contra Costa County Portion of the Tracy Subbasin (P.W. 704-3)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution amending the Memorandum of Understanding (“MOU”) with member agencies for the development of the Groundwater Sustainability Plan (“GSP”) for the East Contra Costa Subbasin.

FISCAL IMPACT

The 2019-2020 Water Fund Budget includes available funding for professional assistance and studies necessary to develop a Groundwater Sustainability Plan.

DISCUSSION

In 2015, the State of California implemented the Sustainable Groundwater Management Act (“SGMA”) and established a framework of priorities and requirements to assist local agencies sustainably manage groundwater within a basin or subbasin. Although the City of Antioch does not currently use groundwater, the City’s service area overlays a portion of the Tracy Subbasin, which has been identified by the State of California as basin number 5-22.15.

On March 28, 2017, the City Council authorized the City’s formation of a Groundwater Sustainability Agency (“GSA”) to manage its portion of the Tracy Subbasin. In addition, the City Council authorized the execution of a MOU with the City of Brentwood, Byron-Bethany Irrigation District, Contra Costa Water District, Contra Costa County, Diablo Water District, Discovery Bay Community Services District and the East Contra Costa Irrigation District for collectively developing and implementing a single GSP for the East Contra Costa County portion of the Tracy Subbasin.

On November 28, 2017, the City Council authorized the first amendment to the MOU that the member agencies developed to address issues that required additional clarification, including making the City of Brentwood the lead agency working with a consultant on

behalf of the group to prepare the GSP. In addition, the amended agreement included revised indemnification language to provide more protection to the individual agencies and clarified cost sharing for the development of the GSP.

On February 11, 2019, the Department of Water Resources approved dividing the Tracy Subbasin into two subbasins (e.g., East Contra Costa Subbasin and the Tracy Subbasin) thereby creating a separate groundwater basin entirely within Contra Costa County called the East Contra Costa Subbasin, (DWR Basin 5-22.19, San Joaquin Valley).

This second amendment to the MOU updates the name of the referenced subbasin from the East Contra Costa portion of the Tracy Subbasin to the East Contra Costa Subbasin. Staff is recommending that the City adopt the amended MOU with the other East Contra Costa County member agencies for the East Contra Costa Subbasin, Basin 5-22.19.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING TO DEVELOP
A GROUNDWATER SUSTAINABILITY PLAN
P.W. 704-3

WHEREAS, the Sustainable Groundwater Management Act ("Act") authorizes local agencies to manage groundwater in a sustainable fashion. The Act requires all high- and medium- priority groundwater basins, as designated by the California Department of Water Resources ("DWR"), to be managed by a Groundwater Sustainability Agency ("GSA");

WHEREAS, on March 28, 2017, the City of Antioch ("City") formed a Groundwater Sustainability Agency to manage its portion of the Tracy Subbasin;

WHEREAS, the City Council authorized the execution of a MOU with the City of Brentwood, Byron-Bethany Irrigation District, Contra Costa Water District, Contra Costa County, Diablo Water District, Discovery Bay Community Services District and the East Contra Costa Irrigation District (member agencies) for collectively developing and implementing a single Groundwater Sustainability Plan ("GSP") for the East Contra Costa County portion of the Tracy Subbasin;

WHEREAS, the City and the other local agencies that have decided to be GSAs effective May 9, 2017, in the portion of the Tracy Subbasin within Contra Costa County have executed the Memorandum of Understanding ("MOU") to coordinate development and implementation of a single Groundwater Sustainability Plan for the portion of the Tracy Subbasin in Contra Costa County;

WHEREAS, on February 11, 2019, the Department of Water Resources approved dividing the Tracy Subbasin into two subbasins (e.g., East Contra Costa Subbasin and the Tracy Subbasin) thereby creating a separate groundwater basin entirely within Contra Costa County called the East Contra Costa Subbasin, (DWR Basin 5-22.19, San Joaquin Valley); and

WHEREAS, the member agencies have developed revisions to the agreement to address the changes to the subbasin (See Exhibit "A").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that the City hereby adopts the second amendment to the Memorandum of Understanding with member agencies for the development of the Groundwater Sustainability Plan for the East Contra Costa Subbasin.

* * * * *

RESOLUTION NO. 2020/**

January 28, 2020

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of January 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

A2

23 B. The East Contra Costa Subbasin (“**Basin**”) is referred to as DWR Basin 5-22.19,
24 San Joaquin Valley, and is shown on the map attached hereto as Exhibit A and incorporated herein
25 by reference as if set forth in full. The Basin is located in eastern Contra Costa County. The
26 Parties collectively overlie all of the Basin.

27 C. Under SGMA, one or more local agencies may form a groundwater sustainability
28 agency (“**GSA**”), by memorandum of agreement, joint exercise of powers agreement, or other
29 agreement. (Wat. Code, §§ 10723(a), 10723.6.) The Parties desire for each Party to be the GSA
30 within all or a portion of that Party’s boundary. The Parties further desire to develop a governance
31 structure for the Basin to be considered during development of the groundwater sustainability plan
32 (a “**GSP**”) for the Basin (the “**Basin GSP**”). The Parties further desire to resolve areas of
33 jurisdictional overlap so that no two Parties serve as GSAs over the same area. The purpose of
34 this MOU is to coordinate the Parties’ activities related to each Party becoming a GSA,
35 development of the Basin GSP, and each Party’s future consideration of whether to adopt the Basin
36 GSP.

37 D. The Parties wish to collaborate in an effort to ensure sustainable groundwater
38 management for the Basin, manage the groundwater basin as efficiently as practicable balancing
39 the financial resources of the agencies with the principles of effective and safe groundwater
40 management, while retaining groundwater management authority within their respective
41 jurisdictions. The Parties desire to share responsibility for Basin management under SGMA. The
42 Parties recognize that the key to success in this effort will be the coordination of activities under
43 SGMA, and the collaborative development of the Basin GSP, which each Party may consider
44 adopting and implementing within its GSA management area.

A4

45 E. The Basin has been designated by the California Department of Water Resources
46 (“DWR”) as a medium-priority groundwater basin, which, under the terms of SGMA, means that
47 the Parties must submit a Basin GSP to DWR by January 31, 2022.

48 F. This MOU amends and restates the original Memorandum of Understanding, dated
49 May 9, 2017, and as amended on November 16, 2017. This MOU also recognizes changes that
50 reflect DWR’s determination that, for purposes of SGMA, the Basin is separate and distinct from
51 other portions of the Tracy Subbasin located in San Joaquin and Alameda Counties. The Basin is
52 located entirely within Contra Costa County. The Parties wish to memorialize and restate their
53 commitments by means of this MOU.

54 Understandings

55 1. *Term.* The term of this MOU begins on the Effective Date, which shall occur upon
56 execution of this MOU by all eight of the parties, and this MOU shall remain in full force
57 and effect until the earliest of the following events: (i) January 31, 2022, (ii) the date upon
58 which the Parties submit a Basin GSP to DWR, or (iii) the date upon which the Parties then
59 party to the MOU execute a document jointly terminating the provisions of this MOU. An
60 individual Party’s obligations under this MOU terminate when the Party withdraws from
61 the MOU in accordance with Section 4.

62 2. *Development of the GSP*

63 a. *Parties to Become GSAs.* Each Party, except Contra Costa Water District, agrees
64 to take the necessary actions to become the GSA for all or a portion of that area of
65 the East CC Basin that it overlies, as shown on Exhibit A, attached hereto, no later
66 than April 1, 2017, or shortly thereafter. The Parties shall jointly submit the Parties’

AS

67 individual elections to become GSAs and this MOU to DWR prior to April 1, 2017,
68 or shortly thereafter. The Parties further agree to develop a governance structure
69 for the Basin to be considered during development of the Basin GSP

70 b. *Single GSP.* The Parties will collaborate to develop a single Basin GSP that, at a
71 minimum, satisfies the GSP requirements in the SGMA and the regulations
72 promulgated under the SGMA. The Basin GSP must include an analysis of
73 implementation costs and revenue sources, and must include an analysis of
74 governance structure options. The Basin GSP shall be drafted in a manner that
75 preserves, and does not purport to supersede, the land use authority of each city or
76 county, or the statutory authority of each special district, that is a party to this MOU.
77 The Basin GSP must include provisions for consultation between a GSA and any
78 public agency that the GSA overlaps before the GSA takes any action that may
79 relate to that public agency's exercise of its statutory authority. Unless the Parties
80 later agree otherwise, it is intended that the Basin GSP will be implemented by
81 each Party within its respective GSA management area, and that the Parties will
82 coordinate their implementation of the Basin GSP.

83 c. *Overlap Areas.* Solely for the purpose of complying with the SGMA requirement
84 that GSA management areas not overlap, the Parties agree that there are no
85 overlapping GSA management areas, as shown on Exhibit A. This MOU does not
86 purport to limit any Party's legal authority to utilize and deliver groundwater or
87 surface water throughout its jurisdictional boundary (as may be amended from
88 time-to-time), which may include area outside of a Party's management area shown
89 on Exhibit A.

90 d. *Cooperation of Efforts.* The Parties will designate staff who will endeavor to meet
91 monthly or more frequently if necessary to develop the terms of the Basin GSP in
92 an expeditious manner.

93 e. *Contracting with Consultant & Cost Share Among the Parties.*

94 (1) *Contracting with Consultant.*

95 A. Contract for the Preparation of the GSP. Brentwood, acting on
96 behalf of the other Parties, shall promptly enter into an agreement with Luhdorff and Scalmanini
97 (“**Consultant**”) for the preparation of the Basin GSP.

98

99 B. Annual Budgets and Scopes of Work. Not later than each
100 February 15, Brentwood shall obtain a proposed budget and scope from Consultant for services
101 during the upcoming fiscal year. Brentwood shall promptly provide the proposed budget and
102 scope to the other Parties and shall give the other Parties until each March 15 to review the
103 proposed budget and scope, and provide written comments to Brentwood. Such comments shall
104 include each Party’s determination as to whether it is willing to pay its share of the cost of such
105 work, as identified in Paragraph 2(e)(2). If, after each March 15, no Party has indicated in
106 writing that it is unwilling to pay its share of the cost of such work, the Consultant’s budget and
107 scope for the upcoming fiscal year shall be deemed approved and Brentwood shall take such
108 actions as may be necessary to cause Consultant to perform the services included in that budget
109 and scope of work. In the event that one or more Parties object to the proposed budget and scope
110 of work, the Parties shall promptly meet and confer to determine an appropriate course of action.

111 C. Payments by Parties to Brentwood. Brentwood shall, upon receipt
112 of Consultant’s monthly invoices, pay Consultant for services rendered during the previous

113 month. Brentwood will promptly provide invoices to the other Parties identifying their shares of
114 the cost of the previous month's work and such other Parties shall pay said invoices within 45
115 days of receipt.

116 (2) *Cost-Share for Basin GSP.* The costs associated with developing the
117 Basin GSP ("GSP Costs"), including but not limited to, any local cost-shares required by state or
118 federal grants, will be shared equally among the Parties.

119

120 A. In-Kind Services Provided by County. The County, at its sole
121 discretion, may satisfy its share of GSP Costs by providing in-kind services, which may include
122 but may not be limited to mapping, graphics, and database management services. The County
123 will provide written notice to the other Parties by the March 15 immediately preceding the fiscal
124 year stating either that the County will pay its share of GSP Costs in the fiscal year, or that the
125 County will provide in-kind services in lieu of paying its share of GSP Costs in the fiscal year.
126 In the case of payments to Consultant or other vendors where the County wishes to substitute in-
127 kind services for direct payments, Brentwood shall allocate such invoices equally among the
128 Parties other than the County. Notwithstanding anything to the contrary contained herein, no
129 Party shall be obligated to pay the County for the value of any in-kind services provided by the
130 County, and the value of any in-kind services provided by the County shall only act as a credit
131 towards the County's share of GSP Costs, as more particularly described in 2(e)(2)(B).

132 B. Annual Accounting. Brentwood shall prepare an annual
133 accounting by October 1 that shows all GSP Costs for the previous fiscal year and that identifies
134 in-kind services provided by the County and the County's calculation of the value of those in-
135 kind services. By July 30th following the end of a fiscal year, the County will provide

136 Brentwood an accounting of the County's in-kind services during the prior fiscal year, and any
137 carry-over value of in-kind services provided during any fiscal years preceding the prior fiscal
138 year. The value of the County's in-kind services will be calculated based on (1) the then-current
139 fully-burdened hourly rates for County staff time, benefits, and overhead, and (2) the County's
140 actual costs for any materials or supplies required to provide the in-kind services.

141 i. Upon written notice to the other Parties no later than 15
142 days after receiving Brentwood's annual accounting, any Party other than the County may
143 dispute the County's calculation of the value of the in-kind services that the County provided
144 during the fiscal year for which the accounting is prepared, but no Party may challenge the value
145 of in-kind services that were carried over from any fiscal year preceding the fiscal year for which
146 the accounting is prepared. In the event that one or more Parties provide notice of a dispute
147 under this subparagraph, the Parties shall promptly meet and confer in an effort to resolve the
148 dispute to the satisfaction of all Parties. The County's obligation to make any payments to other
149 Parties under Paragraph 2(e)(2)(B)(ii) shall be tolled until the County receives, from each
150 disputing Party, written notice that the dispute has been resolved to the disputing Party's
151 satisfaction.

152 ii. Except as expressly provided in Paragraph 2(e)(2)(B)(i), in
153 the event that Brentwood's annual accounting shows that the value of the in-kind services
154 provided by the County during the fiscal year for which the accounting is prepared, plus any
155 carry-over value for in-kind services provided in any preceding fiscal years, is less than the
156 individual contributions of the other Parties during the fiscal year for which the annual
157 accounting is prepared, the County shall provide, by the November 30 following receipt of the
158 annual accounting, payments to each of the other Parties sufficient to equalize the values of the

A9

159 Parties' contributions during the fiscal year for which the accounting is prepared. In the event
160 that Brentwood's annual accounting shows that the value of the in-kind services provided by the
161 County during the fiscal year for which the accounting is prepared, plus any carry-over value for
162 in-kind services provided in any preceding fiscal years, is greater than the individual
163 contributions of the other Parties, Brentwood shall credit the County with the difference and
164 carry over that excess contribution to be credited towards the value of the County's in-kind
165 services provided in the subsequent fiscal year.

166 f. *Approval of the GSP.* The Parties agree that the Basin GSP will become effective
167 for each Party when all of the Parties adopt the Basin GSP.

168 3. *Savings Provisions.* This MOU shall not operate to validate or invalidate, modify or affect
169 any Party's water rights or any Party's obligations under any agreement, contract or
170 memorandum of understanding/agreement entered into prior to the effective date of this
171 MOU. Nothing in this MOU shall operate to convey any new right to groundwater to any
172 Party. Each Party to this MOU reserves any and all claims and causes of action respecting
173 its water rights and/or any agreement, contract or memorandum of
174 understanding/agreement; any and all defenses against any water rights claims or claims
175 under any agreement, contract or memorandum of understanding/agreement.

176 4. *Withdrawal.* Any Party shall have the ability to withdraw from this MOU by providing
177 sixty (60) days written notice of its intention to withdraw. Said notice shall be given to
178 each of the other Parties.

179 a. A Party shall not be fiscally liable for expenditures following its withdrawal from
180 this MOU, provided that the Party provides written notice at least sixty (60) days
181 prior to the effective date of the withdrawal. A withdrawal shall not terminate, or

182 relieve the withdrawing Party from, any express contractual obligation to another
183 Party to this MOU or to any third party incurred or encumbered prior to the
184 withdrawal.

185 b. In the event of a Party's withdrawal, this MOU shall continue in full force and effect
186 among the remaining Parties. Further, a Party's withdrawal from this MOU does
187 not, without further action by that Party, have any effect on the withdrawing Party's
188 decision to be a GSA. A withdrawing Party shall coordinate the development of its
189 groundwater sustainability plan with the other Parties to this MOU.

190 5. *CEQA*. Nothing in this MOU commits any Party to undertake any future discretionary
191 actions referenced in this MOU, including but not limited to electing to become a GSA and
192 adopting the Basin GSP. Each Party, as a lead agency under the California Environmental
193 Quality Act ("*CEQA*"), shall be responsible for complying with all obligations under
194 *CEQA* that may apply to the Party's future discretionary actions pursuant to this MOU,
195 including electing to become a GSA and adopting the Basin GSP.

196 6. *Books and Records*. Each Party shall have access to and the right to examine any of the
197 other Party's pertinent books, documents, papers or other records (including, without
198 limitation, records contained on electronic media) relating to the performance of that
199 Party's obligations pursuant to this Agreement, *providing that* nothing in this paragraph
200 shall be construed to operate as a waiver of any applicable privilege and *provided further*
201 that nothing in this paragraph shall be construed to give either Party rights to inspect the
202 other Party's records in excess of the rights contained in the California Public Records Act.

203 7. *General Provisions*

All

- 204 a. *Authority.* Each signatory of this MOU represents that s/he is authorized to execute
205 this MOU on behalf of the Party for which s/he signs. Each Party represents that it
206 has legal authority to enter into this MOU and to perform all obligations under this
207 MOU.
- 208 b. *Amendment.* This MOU may be amended or modified only by a written instrument
209 executed by each of the Parties to this MOU.
- 210 c. *Jurisdiction and Venue.* This MOU shall be governed by and construed in
211 accordance with the laws of the State of California, except for its conflicts of law
212 rules. Any suit, action, or proceeding brought under the scope of this MOU shall
213 be brought and maintained to the extent allowed by law in the County of Contra
214 Costa, California.
- 215 d. *Headings.* The paragraph headings used in this MOU are intended for convenience
216 only and shall not be used in interpreting this MOU or in determining any of the
217 rights or obligations of the Parties to this MOU.
- 218 e. *Construction and Interpretation.* This MOU has been arrived at through
219 negotiations and each Party has had a full and fair opportunity to revise the terms
220 of this MOU. As a result, the normal rule of construction that any ambiguities are
221 to be resolved against the drafting Party shall not apply in the construction or
222 interpretation of this MOU.
- 223 f. *Entire Agreement.* This MOU constitutes the entire agreement of the Parties with
224 respect to the subject matter of this MOU and supersedes any prior oral or written

225 agreement, understanding, or representation relating to the subject matter of this
226 MOU.

227 g. *Partial Invalidity.* If, after the date of execution of this MOU, any provision of this
228 MOU is held to be illegal, invalid, or unenforceable under present or future laws
229 effective during the term of this MOU, such provision shall be fully severable.
230 However, in lieu thereof, there shall be added a provision as similar in terms to such
231 illegal, invalid or unenforceable provision as may be possible and be legal, valid
232 and enforceable.

233 h. *Waivers.* Waiver of any breach or default hereunder shall not constitute a
234 continuing waiver or a waiver of any subsequent breach either of the same or of
235 another provision of this MOU and forbearance to enforce one or more of the
236 remedies provided in this MOU shall not be deemed to be a waiver of that remedy.

237 i. *Necessary Actions.* Each Party agrees to execute and deliver additional documents
238 and instruments and to take any additional actions as may be reasonably required
239 to carry out the purposes of this MOU.

240 j. *Compliance with Law.* In performing their respective obligations under this MOU,
241 the Parties shall comply with and conform to all applicable laws, rules, regulations,
242 and ordinances.

243 k. *Liability.* Each Party agrees to indemnify and hold every other Party to the
244 Agreement, and their officers, agents and employees, free and harmless from any
245 costs or liability imposed upon any other Party, officers, agents, or employees
246 arising out of any acts or omissions of its own officers, agents or employees.

- 247 i. *Third Party Beneficiaries.* This MOU shall not create any right or interest in any
248 non-Party or in any member of the public as a third party beneficiary.
- 249 m. *Counterparts.* This MOU may be executed in one or more counterparts, each of
250 which shall be deemed to be an original, but all of which together shall constitute
251 but one and the same instrument.
- 252 n. *Notices.* All notices, requests, demands or other communications required or
253 permitted under this MOU shall be in writing unless provided otherwise in this
254 MOU and shall be deemed to have been duly given and received on: (i) the date of
255 service if served personally or served by electronic mail or facsimile transmission
256 on the Party to whom notice is to be given at the address(es) provided below, (ii)
257 on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or
258 other similar overnight courier service, postage prepaid, and addressed as provided
259 below, or (iii) on the third day after mailing if mailed to the Party to whom notice
260 is to be given by first class mail, registered or certified, postage prepaid, addressed
261 as follows:

262

263 **City of Antioch**

264 City Manager

265 P.O. Box 5007

266 Antioch, CA 94531-5007

267 Telephone: (925) 779-7011

268 Facsimile: (925) 779-7003

269

A14

270 **City of Brentwood**
271 City Manager
272 150 City Park Way
273 Brentwood, CA 94513
274 Phone: (925) 516-5400
275 Fax: (925) 516-5441
276

277 **Byron Bethany Irrigation District**
278 General Manager
279 7995 Bruns Road
280 Byron, CA 94514-1625
281 Telephone: (209) 835-0375
282 Facsimile: (209) 835-2869
283

284 **Contra Costa Water District**
285 General Manager
286 Contra Costa Water District
287 P. O. Box H20
288 Concord, CA 94524
289 Phone (925) 688-8032
290 Fax (925) 688-8197
291
292
293

294 **Contra Costa County**
295 Director, Department of Conservation and Development
296 30 Muir Road
297 Martinez, CA 94553
298 Phone (925) 674-7866

299
300 **Diablo Water District**
301 Attn: General Manager
302 P.O. Box 127
303 87 Carol Lane
304 Oakley, CA 94561
305 Phone: (925) 625-3798
306 Fax: (925) 625-0814

307
308 **East Contra Costa Irrigation District**
309 General Manager
310 1711 Sellers Avenue
311 Brentwood, CA 94513
312 Phone: (925) 634-3544
313 Fax: (925) 634-0897

314
315
316
317

A16

318 **Discovery Bay Community Services District**

319 C/O: General Manager

320 1800 Willow Lake Road

321 Discovery Bay, CA 94505-9376

322 Telephone: (925) 634-1131

323 Facsimile: (925) 513-2705

324

325 8. Signatures. The Following signatures attest each Party's agreement hereto.

326 **[Remainder of page left blank. Signatures on next pages.]**

327

328 **CITY OF ANTIOCH**

329

330 By: _____ Date: _____

331 Rowland E. Bernal Jr., City Manager

332 **APPROVED AS TO FORM:**

333

334 By: _____ Date: _____

335 Thomas Lloyd Smith, City Attorney

336

337 **CITY OF BRENTWOOD**

338

339 By: _____ Date: _____

340 Terrence Grindall, Interim City Manager

341

342 **APPROVED AS TO FORM:**

343

344 By: _____ Date: _____

345 Damien Brower, City Attorney

346

347 **BYRON BETHANY IRRIGATION DISTRICT**

348

349 By: _____ Date: _____

350 Rick Gilmore, General Manager

351

352 **CONTRA COSTA WATER DISTRICT**

353

354 By: _____ Date: _____

355 Stephen J. Welch, General Manager

356

357

358

A18

359 APPROVED AS TO FORM:

360

361 By: _____ Date: _____

362 District Legal Counsel

363

364 **CONTRA COSTA COUNTY**

365

366 By: _____ Date: _____

367 John Kopchik, Director of

368 Conservation and Development

369 APPROVED AS TO FORM:

370 Sharon L. Anderson, County Counsel

371

372 By: _____ Date: _____

373 Deputy County Counsel

374

375 **DIABLO WATER DISTRICT**

376

377 By: _____ Date: _____

378 Dan Muelrath, General Manager

379

380 **EAST CONTRA COSTA IRRIGATION DISTRICT**

381

382 By: _____ Date: _____

383 Aaron Trott, General Manager

384

385 **DISCOVERY BAY COMMUNITY SERVICES DISTRICT**

386

387 By: _____ Date: _____

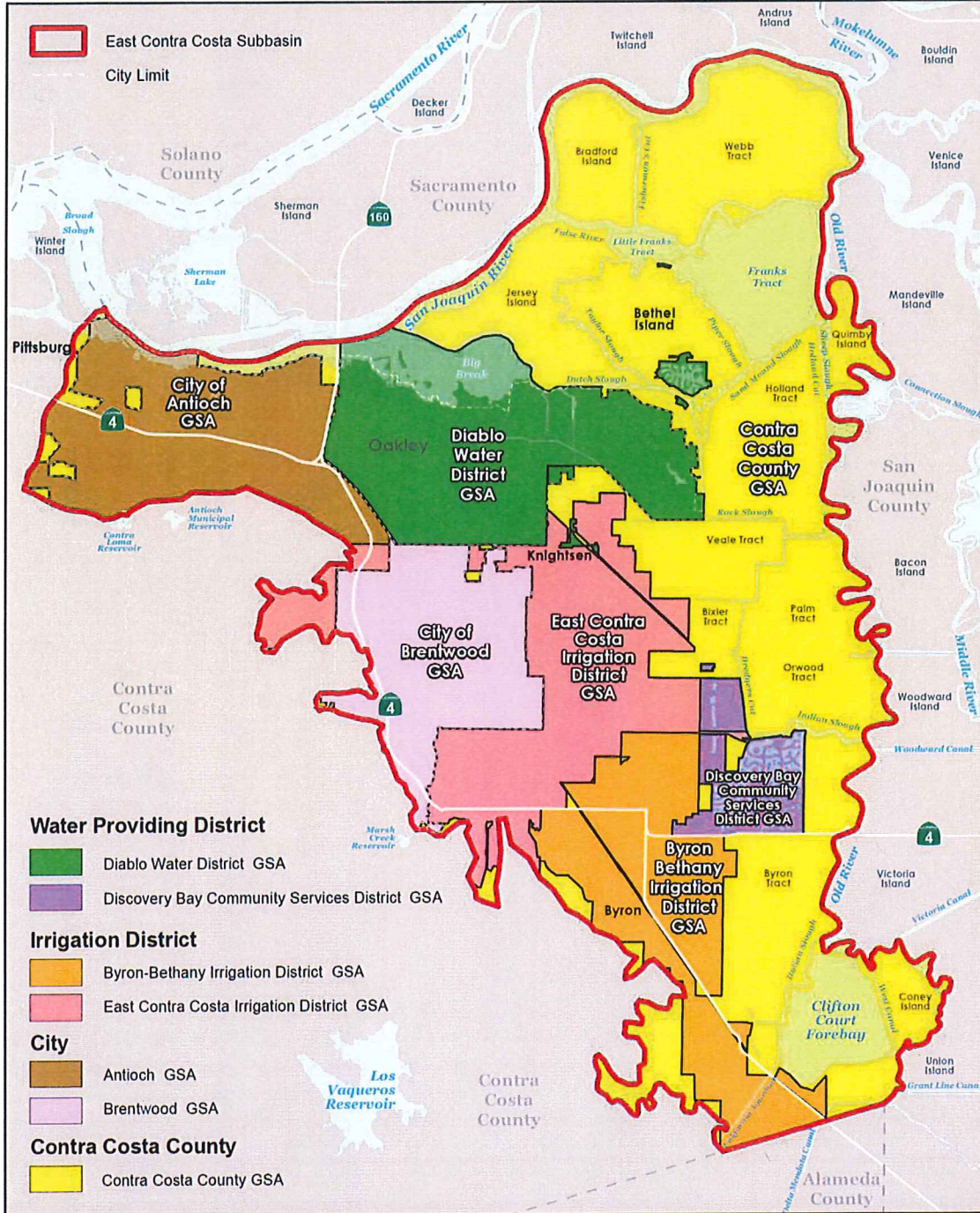
388 Michael R. Davies, General Manager

389

A19

EXHIBIT A

Groundwater Sustainability Agencies in the East Contra Costa Subbasin (5-022.19)



Map created 09/26/2019
 by Contra Costa County Department of
 Conservation and Development, GIS Group
 30 Main Road, Martinez, CA 94553
 37.59 41.791N 122.07 03.756W

This map or dataset was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.




A20

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director

APPROVED BY: Ron Bernal, City Manager 

SUBJECT: Consulting Services Agreement for Unhoused Resident Coordinator Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the Consulting Services Agreement with Focus Strategies for Unhoused Resident Coordinator Services.

FISCAL IMPACT

The firm selected is Focus Strategies at a cost not to exceed \$73,500.

DISCUSSION.

At the September 10, 2019 City Council meeting, the City Council adopted a resolution (2019/144) for a consultant for an Unhoused Resident Coordinator authorizing and appropriating a budget adjustment of up to \$100,000. Mayor Pro Tem Motts and Council Member Thorpe who comprise the Homeless Encampment Ad Hoc Committee made the recommendation of an Unhoused Resident Coordinator when they presented their Homeless Encampment Ad Hoc Committee update at a prior City Council meeting. The purpose for this position/firm is to identify and help the City implement strategies that provide immediate and long-term solutions to those experiencing homelessness. Focus Strategies was the only firm to submit a proposal.

ATTACHMENTS

- A. Resolution
Exhibit A to Resolution – Consulting Services Agreement
- B. Focus Strategies Proposal
- C. Request for Proposal for Unhoused Resident Coordinator

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTING SERVICES
AGREEMENT WITH FOCUS STRATEGIES FOR UNHOUSED RESIDENT
COORDINATOR SERVICES**

WHEREAS, on August 27, 2019 Mayor Pro Tem Motts and Council Member Thorpe who comprise the Homeless Encampment Ad Hoc Committee gave an update on the ad hoc committee that included an Unhoused Resident Coordinator;

WHEREAS, at the September 10, 2019 City Council meeting adopted a resolution for a consultant for an Unhoused Resident Coordinator authorizing and appropriating a budget adjustment of up to \$100,000;

WHEREAS, the City solicited bids for Unhoused Resident Coordinator Services;
and

WHEREAS, the City desires to contract with Focus Strategies for Unhoused Resident Coordinator Services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager to execute the consulting services agreement with Focus Strategies for Unhoused Resident Coordinator Services in an amount not to exceed **\$73,500 (Exhibit A)**.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of January 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH**

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
FOCUS STRATEGIES**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Focus Strategies ("Consultant") as of January 28, 2020.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the services described in the Scope of Work attached as the Request for Proposal (RFP) at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Request for Proposal (RFP), the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on July 28, 2020, the date of completion specified in the Request for Proposal (RFP) and Consultant shall complete the work described in the Request for Proposal (RFP) prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to \$73,500. Total charges for services will be on a price times volume basis, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this

Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- The beginning and ending dates of the billing period;
- Detail accounting of service billing elements and volume and Total Services Fees

2.2 Payment Schedule.

2.2.1 The Consultant shall make payments monthly, based on accounts received, according to the Request for Proposal (RFP).

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.5 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing

records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

- 4.1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.
- 4.2. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 4.3. **Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- 4.4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 4.5. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - 4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- 4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor'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, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 4.5.4 *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:
- 4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
- 4.5.6.3 If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

4.6. Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- 4.7. Subcontractors.** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insured's.
- 4.8. Higher limits.** If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 4.9 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.
- 4.10 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:
- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
 - Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

- 5.1** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.
- 5.2** In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees,

agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- 5.3 Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
- 5.4 By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 5.5 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant

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

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

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

- 7.6 Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract

Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit B not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit B that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

- 9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.
- 9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of

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

- 10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered Lisa Saunders, Finance Services Supervisor ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Megan H. Kurteff-Schatz, MSW, MPP
President
Focus Strategies
340 Lemon Avenue #1815
Walnut Creek, CA 91789

Any written notice to City shall be sent to:

Ron Bernal
City Manager
City of Antioch
PO Box 5007
Antioch, CA 94531-5007

10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit B, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

(all signatures are on the next page)

CITY:

CITY OF ANTIOCH

Ron Bernal, City Manager

Attest:

Arne Simonsen, City Clerk of City of Antioch

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

[NAME OF CONSULTANT]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]



December 19, 2019

Dear Miss Mastay,

Thank you for the opportunity to submit the attached proposal in response to your Request for Proposals (RFP) for Unhoused Resident Coordinator Services for the City of Antioch. Focus Strategies is excited about the possibility of working with your community to support your efforts to undertake a strategic crisis response initiative to address homelessness, including data-driven planning services and technical support to City staff to implement the plans we develop on your behalf.

Founded in 2006, Focus Strategies has provided technical assistance and consulting services to communities across the country, with a particular focus on helping California counties and cities develop and implement solutions to homelessness. As unsheltered homelessness continues to rise throughout the State, Focus Strategies has increasingly been engaged by California cities and counties to assist in tailoring a response that both addresses the immediate crisis and needs of people who are unhoused – including emergency services, outreach, and shelter – and prioritizes housing solutions that effectively end people’s homelessness.

After reviewing your Request for Proposals (RFP), we understand that the City of Antioch is seeking a consulting firm that can help the City create and implement a strategic response to homelessness. We are excited about the possibility of working with the City of Antioch to undertake this important planning and implementation work by providing the requested services. Please note, as a consulting firm, Focus Strategies cannot assume the responsibilities that are typically undertaken by city staff and we are not able to provide direct services to people who are unhoused. The attached proposal provides our approach, the services we can offer the city, timeline, and proposed budget for the items listed in your RFP.

Thank you very much for your consideration of our proposal. We are excited about the possibility of working on this important initiative with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Megan H. Kurteff-Schatz', written in a cursive style.

Megan H. Kurteff-Schatz

President



Focus Strategies Proposal for City of Antioch Unhoused Resident Coordinator Services Consultant

ORIGINAL

Prepared for the City of Antioch
by Focus Strategies

December 2019





**Focus Strategies' Response to RFP for
Unhoused Resident Coordinator Services
Prepared for the City of Antioch by Focus Strategies**

December 2019

Table of Contents

I. Introduction and Background	1
II. Relevant Experience and Qualifications.....	1
III. Services Offered to the City of Antioch.....	7
IV. Cost Proposal.....	10
V. References.....	10
Staff Resumes	12

I. Introduction and Background

Focus Strategies' Background and Approach

Focus Strategies is a national consulting firm dedicated to helping communities improve efforts to end homelessness by using local data to shape program and system design using a “systems thinking” approach. For more than thirteen years, we have provided consulting and technical assistance services to support communities across the country in their efforts to reduce homelessness, including through supporting the design, planning, and implementation of strategic homeless crisis response tactics. We believe optimized crisis response systems, the power of analytics, and expanded housing lead the way to ending homelessness.

Communities whom we have worked with have found that having strong programs, significant financial investment, and committed providers alone are not enough to create measurable and visible reductions in homelessness. Evidence from around the United States and recent federal policy point to the importance of developing *systems* to effectively end homelessness – sometimes referred to as a Homeless Crisis Response System. A system to effectively end homelessness treats a loss of housing as an emergency to be responded to quickly and effectively with a *housing* solution, targeting and coordinating resources to this end. The system must maximize the use of existing resources to shelter and meet the needs of people experiencing homelessness, while at the same time strategically expanding housing supply.

To address the urgent homelessness crises on the West Coast and make progress on ending homelessness, communities need to apply lessons learned in other jurisdictions and maximize the impact of available resources.

Our Services

Since 2006, Focus Strategies has provided technical assistance and consulting services to communities across the country, with a particular focus on helping California counties and cities develop and implement solutions to homelessness. As unsheltered homelessness continues to rise throughout the State, Focus Strategies has increasingly been engaged by California cities and counties to assist in tailoring a response that both addresses the immediate crisis and needs of people who are unhoused – including emergency services, outreach, and shelter – *and* prioritizes housing solutions that effectively end people’s homelessness.

After reviewing your Request for Proposals (RFP), we understand that the City of Antioch is seeking a consulting firm that can help the City create and implement a strategic response to homelessness. We are excited about the possibility of working with the City of Antioch to undertake this important planning and implementation work by providing the requested services. However, as a consulting firm, Focus Strategies cannot assume the responsibilities that are typically undertaken by city staff and we are not able to provide direct services to people who are unhoused. The following proposal describes in detail the services Focus Strategies can offer to the City to support your efforts to undertake a strategic crisis response initiative to address homelessness, including data-driven planning services and technical support to City staff to implement the plans we develop on your behalf (refer to Section III).

II. Relevant Experience and Qualifications

For more than thirteen years, Focus Strategies has worked with communities across California and the country to develop data-informed plans to end homelessness and deliver homeless program implementation assistance. In our crisis response consulting, we work with client communities to deliver emergency assistance that is tied to a strategy to house participants. Our special expertise is helping client communities to move beyond having a collection of crisis response efforts to having a coordinated

homeless crisis response system. A systemic approach quickly restores people to housing where possible and creates pathways out of homelessness, so that the community experiences improvements in service and potentially reductions in homelessness.

Focus Strategies actively seeks out and engages client communities where leadership and system stakeholders aspire to be bold and data-driven and identify and implement pathways that bring about observable changes. Our system planning and analysis assistance take a “real-world” approach, focusing on helping communities identify strategies that are relevant, feasible, and impactful given the local context and need. Many of our system assessments and plans have included recommendations relating to the adoption of a Housing First orientation system-wide re-structuring of coordinated entry systems to better prioritize unsheltered households. We have also helped communities analyze and retool their approach to emergency crisis response (particularly outreach and emergency shelter) to ensure strategies are cost-effective, evidence-based, and targeted to those with the highest needs.

Additionally, in many of the communities where Focus Strategies was initially engaged to conduct systemwide analyses and assist with system planning, system leadership has asked us to extend or renew our services to assist with implementation. A chief goal in all our implementation work is to support our clients to identify practical solutions to local challenges related to addressing homelessness while reinforcing the overarching system goals and strategic direction set forth during the planning activities. We also work to help communities think through and refine how implementation strategies contribute to the ultimate goal of reducing homelessness. Our approach is rooted in the notion that to effectively help people who are unhoused, thoughtful emergency crisis response (i.e. outreach, shelter, basic services) must be tied to a strategy that directs everyone to a housing solution. Communities where we have conducted both initial planning and follow-up implementation include San Francisco, San Mateo County, and Sacramento County. The following section provides additional examples of our system planning and implementation work.

Examples of Our Work

Below are some examples of recent projects that are relevant to the work we are proposing for the City of Antioch. Additional information on projects we’ve completed may be found on our website at www.focusstrategies.net.

Santa Cruz County – Systemwide Performance Analysis and Strategic Planning Technical Assistance (2019 to Present): In early 2019, Focus Strategies was engaged by the County of Santa Cruz, which acts as the lead agency for the Continuum of Care, to develop a countywide plan for addressing homelessness through extensive system analysis and planning work. Like many California communities, Santa Cruz County has struggled with both steadily rising housing costs and increasingly high rates of unsheltered homelessness. Taking into account local context, our scope of analyses and recommendations address both the community’s emergency response strategies and longer-term, housing-focused solutions. As an initial phase in the project, Focus Strategies conducted a baseline system assessment – looking at key strengths, challenges, and overall effectiveness of the County’s current response – and developed recommendations for initial implementation steps in areas including approaches to emergency shelter and encampment resolution. Currently, we are simultaneously assisting the County with long-term planning while beginning the implementation of our short-term recommendations, which are primarily aimed at bolstering the effectiveness of the community’s emergency response. Strategies we are currently helping implement include (1) incorporating systemwide diversion and problem-solving into the local coordinated entry system to help people identify housing solutions by drawing upon their own natural pool of resources; (2) transforming the emergency shelter system to be more housing-focused and produce higher rates of permanent housing exits; and (3) improving street outreach to increase coordination and standardization of services and resources available to people who are unsheltered.

Though our client is the County of Santa Cruz, we are working closely with the many cities in the county to ensure unique city-level challenges are addressed and all stakeholders are aligned to regional goals and strategies for reducing homelessness. As part of that work, Focus Strategies has presented to the City of Santa Cruz's Community Advisory Committee on Homelessness (CACH) and provided recommendations on priorities for the group to ensure their efforts aligned and nonduplicative. We are also supporting the City and County to develop a more effective multi-jurisdictional governance structure to tackle homelessness.

City of Fresno –Homeless Emergency Aid Program Technical Assistance (2019 to Present): In 2019, Focus Strategies was hired by the City of Fresno to provide technical assistance in the administration of their Homeless Emergency Aid Program (HEAP) funds. Eligible HEAP activities include emergency response and longer-term housing interventions. As part of this work, Focus Strategies is helping the City decide how to most strategically invest these funds to ensure they align with communitywide goals and strategies to reduce homelessness. Our oversight and technical assistance contract also include helping the City identify contractors, develop performance measures and problem solve with the contractors and the City on implementation. Assistance is currently being rendered to assist with the development of a procurement process and project oversight for a Navigation Center, street outreach, employment programs, family services, and youth services.

County of Merced –Emergency Shelter and Navigation Center Development Technical Assistance (2019 to Present): Focus Strategies was selected by the County of Merced to help in the development of their local emergency response system. The scope of work is a two-pronged approach to emergency services which includes the short-term development of temporary structures to expand shelter capacity and the long-term development of a Navigation Center to provide shelter and housing-focused services to people who are unsheltered in the City of Merced. Originally, Focus Strategies was hired to help develop a program model and operating budget for a 100-200 bed Navigation Center campus. During our work, the scope of technical assistance expanded to respond to local needs for more immediate shelter capacity. Focus Strategies was asked to provide guidance on working community models for temporary shelters including tents, pallets, tuff sheds, modular, and prefabricated units as well as the operating and set up budgets for each model. We anticipate continued work with the County as they expand their short-term shelter and will concurrently start plans for the development and operation of the Navigation Center.

Sacramento County– Shelter Performance Analysis and Ongoing Technical Assistance (2006 – Present): Focus Strategies has provided ongoing technical assistance for the Sacramento County Department of Human Services and its Division of Behavioral Health Services since 2006. We have also provided technical assistance to support broader homeless crisis response system planning and implementation strategies in Sacramento County, working with a range of stakeholders throughout the community. Our work in Sacramento County has included analyzing the performance of the local emergency shelter system and making recommendations for improvement. The results of the shelter system analyses showed that the community could make a greater impact on the number of people experiencing homelessness by modifying the criteria for people entering shelter, prioritizing people who are literally homeless and those with the highest needs. In 2016, Focus Strategies also facilitated a multi-agency policy process to develop a set of operational standards for all county-funded and City-funded rapid rehousing programs.

City of Boston – Adult Shelter System Assessment and Front Door Triage Technical Assistance (2018 – Present): In 2018, Focus Strategies was hired by the City of Boston's Department of Neighborhood Development (DND) to help assess and refine practices in their adult shelter system to more effectively reduce entries into shelter and facilitate quick exits to permanent housing for those in shelter. The work included a qualitative analysis of practices through focus groups and stakeholder interviews with those working in or in partnership with the existing shelter system as well as a quantitative analysis of HMIS and

existing triage data to model changes to the system that could help reduce the use of emergency services. In 2019, Focus Strategies began Phase 2 of this project, helping the City and its shelter partners to redesign their front door triage (diversion) practice to be more effective in helping people identify housing solutions as an alternative to entering the homelessness crisis response system. The work includes a series of working meetings with staff at two shelters implementing front door triage to understand current practices, how to streamline practices to align with system goals through Coordinated Entry, and how to better operationalize front door triage to increase the efficacy of frontline staff while refining the practice of diversion.

City and County of San Francisco – Strategic Framework Development and Coordinated Entry Technical Assistance (2016 – Present): The City and County of San Francisco contracted with Focus Strategies in 2016 to assist with high-level planning around their homelessness crisis response system, including the development of a Strategic Framework to guide the development of a Homelessness Response System. Since the publication of the Strategic Framework, Focus Strategies has been retained to provide ongoing technical assistance with strategic implementation, including refinement of Coordinated Entry practices, and facilitating increased connections between established Access Points and street outreach team efforts. We have supported the development of policies on how emergency shelter and transitional housing inventory will be used within the City and helped craft the policies and procedures need to streamline and expedite processes for filling vacancies in PSH units.

San Mateo County – System Planning and Ongoing Emergency Services Technical Assistance (2015 – Present): San Mateo County’s Human Services Agency hired Focus Strategies to develop and draft the County’s Strategic Plan to end homelessness, and then subsequently to provide technical assistance to support the implementation of the Plan. This work includes designing and refining the Coordinated Entry system, evaluating and making recommendations for redesigning the existing motel voucher program to better transition families with children into permanent forms of housing, assessment of system outreach functions and practices, and assisting with the development of strategies to support people living in vehicles.

San Diego Housing Commission – Action Plan for Temporary Bridge Shelters (2017 – 2018): Focus Strategies was hired by the San Diego Housing Commission, the City’s public housing authority, to assess and make recommendations on the effectiveness of the city’s temporary bridge shelter program. The evaluation examined the effectiveness of the model and proposed recommendations for changes that could help improve the shelters’ connection to housing and outcomes for shelter residents. The evaluation included both a qualitative assessment of shelter operations and alignment with best practices gathered through thorough document review and stakeholder engagement (i.e. interviews and focus groups), as well as analysis of performance data.

Staff Experience and Qualifications

Focus Strategies’ staff bring many decades of combined experience in the field of homelessness, housing, policy, and strategic planning. The following section provides an overview of each Focus Strategies team member’s relevant qualifications and experience. Please refer to the resumes attached to this proposal for more detailed information on each team member’s relevant experience.

Megan H. Kurteff-Schatz, President, is the founder of Focus Strategies, a national consulting and technical assistance firm dedicated to assisting communities to reduce and end homelessness. Since 2006, Focus Strategies has assisted several States and more than 50 communities on projects which typically include assessing the impact of homeless system investments; delivering recommendations on optimizing system and program design elements; analyzing data to identify disparities and providing technical assistance to address them; and supporting affordable housing developments from pre-development through

operation. Ms. Kurteff-Schatz frequently speaks with community and elected leadership about systems change efforts to reduce homelessness and regularly presents at national forums on solutions to homelessness. She holds an Executive Leadership credential from University of California, Davis and two Master's Degrees in Social Work and Public Policy from the University of Michigan at Ann Arbor.

Katharine Gale, Principal Associate, has 20 years' experience as an independent consultant and public sector leader in the field of supportive housing and homelessness. Her work includes conducting community and organizational planning; researching homelessness and its impacts; and developing, implementing, and evaluating homeless housing programs and service delivery systems. Prior to consulting, Katharine worked for seven years in local government managing federally funded homeless programs. During 2013, she served as a Policy Director with the United States Interagency Council on Homelessness.

Kate Bristol Ph.D., Director of Consulting, has over 20 years of experience in the field of homeless systems planning, services for homeless people, and permanent supportive housing. She oversees Focus Strategies work with communities undertaking homeless system assessment and planning efforts, including design and re-design of Coordinated Entry systems. She is also the primary author and editor of many Focus Strategies reports and other publications. She is our in-house resource on federal homeless funding streams, particularly the Continuum of Care (CoC). Prior to joining Focus Strategies, she worked as an independent consultant, providing technical assistance to local governments on CoC planning and other systems initiatives. She has also provided direct TA to recipients of HUD funding on CoC compliance and has worked in both local government and non-profit settings as a manager of supportive housing programs. She has a Ph.D. from the University of California, Berkeley in Architectural History, with a specialization in the history of city planning and housing policy.

Tracy Bennett Ph.D., Director of Analytics and Evaluation, oversees and facilitates all data-informed planning and evaluation at Focus Strategies. She is responsible for the development of analytic tools and has been instrumental in guiding the evolution of Focus Strategies' System-Wide Analytics and Projection (SWAP) suite of tools. Since joining Focus Strategies in 2014, Tracy has also participated in and overseen system analyses, strategic plans, and performance reports in many communities and has designed and led evaluations of specific components of homeless systems. Tracy has more than 25 years of experience in performance measurement and outcomes, as well as using data to inform policy development. Tracy received a Ph.D. at UCLA in Social Psychology, with two minors, one in Health Psychology and the other in Measurement and Statistics.

Jaclyn Grant, Senior Consultant, joined Focus Strategies with over fifteen years of experience working within programs and systems to reduce and alleviate experiences of homelessness. Most recently, Jaclyn worked for Los Angeles' CoC lead agency, developing system improvements and providing technical assistance for implementation of the Coordinated Entry System and homeless crisis response system for youth and young adults. Prior, she served as executive director of a community-based organization in the Bay Area that provided low-barrier emergency shelter and permanent supportive housing for young adults. With a master's degree in Social Welfare, Jaclyn's experience in the sector also includes program management and direct services within several system components of the crisis response system ranging from street-based outreach to rapid rehousing, fund development, research, and policy analysis and advocacy. Jaclyn holds a Master's degree in Social Welfare from UC Berkeley, with a specialization in Management and Planning.

Kristin Jefferson, Consultant, oversees and manages various projects for Focus Strategies. She works with our clients to analyze their homeless systems and develop solutions, researches best practices in the field, analyzes information sources, authors reports, and facilitates stakeholder input processes. As a project manager, Kristin is responsible for producing meeting deliverables, as well as delivering quality

products on-time and on budget. With more than 15 years' experience in the social services field, Kristin is committed to shaping solutions to complex issues through the development and implementation of innovative, effective, and efficient systems. Prior to joining Focus Strategies, Kristin worked in leadership positions with Orange County, CA human services organizations, gaining significant experience in project development, management, operations, finance, and administration. She has a proven track record of managing large scale programs and events, identifying strategic partnerships, and achieving set goals. Her previous roles included overseeing the Coordinated Entry System, Point in Time Counts, and helping the CoC with planning and coordination. She holds a Bachelor's in Financial Management from Clemson University with a minor in Accounting.

Genevieve Williamson, Chief Analyst, supports a wide variety of analytic projects, with a particular focus on system and program level quantitative analyses using HMIS, program budget, and program inventory information. Genevieve has played key roles in developing and implementing data collection and analysis plans for homeless Point in Time Counts for three communities. She is also a key team member on many of Focus Strategies analytic projects, working on data mapping, data cleaning, and quality control. Genevieve is skilled in data analysis using Microsoft Excel, SPSS, and Stata. Genevieve earned her Bachelor's degree in psychology, with a minor in sociology, from the University of Colorado at Colorado Springs and completed course work for a Master's degree in Industrial/Organizational Psychology from California State University Sacramento.

Brenna Lyles, Senior Associate, provides support on a variety of Focus Strategies' projects, including producing written materials, products, and communications for Focus Strategies clients; conducting research and analysis of homeless crisis response systems, and homelessness and housing policy; and co-authoring a range of deliverables, including reports and memos on topics including homeless system planning, community input, elements of the homeless crisis response system, and HUD policy and requirements. She has provided support in conducting client meetings and community input processes, such as stakeholder interviews, listening sessions, and focus groups. Before working for Focus Strategies, Brenna worked as a journalist for media outlets including The Sacramento Bee and Capital Public Radio. She graduated from the University of California, Davis with a Bachelor's in Communication and Professional Writing and is currently pursuing her Master's in Public Affairs from the University of Texas.

Linda Ly, Associate, has a background in program implementation and monitoring for state-mandated programs. At Focus Strategies, she provides project support with regards to research, drafting materials, and the creation of final deliverables. Linda earned her Bachelor's degrees in International Studies and Sociology from the University of California, Irvine and her Master's degree in Public Policy from the University of Southern California.

Jess Herbert, Analyst, provides wide-ranging support to the analytics team. He performs a variety of related tasks, including assisting with data analysis, creating visual representations of data, and producing analytics reports. Jess is currently attending San Jose State University to receive a Bachelor's degree in Applied Mathematics and Statistics.

Nina Prudhomme, Administrative Manager, is responsible for administrative support to the company's president, office management, and project-specific support to the Focus Strategies team. She prepares reports and documents for publication, handles information requests and coordinates staff calendars, makes all business-related travel arrangements, and manages client insurance requirements. In addition to administrative responsibilities and day to day office operations, Nina is involved in analysis and negotiation of contract terms and ensures Focus Strategies project management is informed of terms and expectations. Nina's background and experience lies in office management and business operations. Nina received her Master's in Economics from the University of Heidelberg, Germany.

Statement of Qualifications

Focus Strategies is headquartered in Sacramento, CA, with a 13-member team located throughout the West Coast and in Texas. As a firm, Focus Strategies staff are experienced in providing systems planning and technical assistance with homelessness efforts, housing, policy, and strategic planning to communities. We average well over three years of public sector experience among our principal staff, with detailed information on our professional work available in the section above, “Staff Experience and Qualifications.” All of our principal team members, and almost all staff, hold Ph.D. or Masters-level degrees in the related fields, including public policy, psychology, sociology, and social work.

As part of the work we conduct in communities, we regularly participate and are active in organizations that are involved in housing and serving those that are unhoused. As an organization, we have extensive knowledge of current principles, techniques, best practices, and objectives around housing and housing services.

III. Services Offered to the City of Antioch

Project Approach

Systems Thinking: Focus Strategies is dedicated to helping communities improve efforts to end homelessness by using local data to shape program and system design using a “systems thinking” approach. Our passion is helping communities empower themselves with the information and tools needed to end homelessness strategically. As mentioned, all our work is framed through a data-focused, “systems” lens – aligning efforts around a shared set of objectives and measuring success based on whether the approach we have recommended results in reductions in homelessness.

Approach to City-Level and Regional Planning: Focus Strategies tailors our analysis and recommendations to the specific local context of each project we work on. We have assisted communities at the county, city, and state levels to develop and implement data-driven strategies to reduce homelessness. When working with cities, we focus on strategies and programs that fall within a city’s jurisdiction – such as emergency response to unsheltered homelessness (including homeless outreach efforts, coordination among law enforcement and public works in response to encampments, emergency sheltering) and development of housing solutions. Given that city resources for social services are often limited and cities generally sit within a broader County context, we assist city leadership to identify how they can best coordinate with, align to, and leverage the broader countywide homelessness response system. By thoughtfully considering local context and the various facets of a community’s response to homelessness, we work to ensure that the strategies implemented are cohesive and holistic.

Our approach to helping the City of Antioch plan and implement a strategic response to homelessness will involve equipping local leadership and staff with strategies in city-level responses, while also coordinating with and leveraging regional homelessness response efforts to maximize efficiency and impact. As previously noted, Focus Strategies has experience working in the Bay Area on a variety of technical assistance projects. We believe this connection to and knowledge of the local context related to addressing homelessness in the region provides a key opportunity to ensure Antioch’s plan maximizes City resources while aligning with broader regional efforts.

Project Plan

The following section outlines Focus Strategies proposed approach and project activities designed to assist the City of Antioch to develop a strategic response to addressing and reducing homelessness, including the capacity and expertise needed to address both emergency and long-term needs of people who are unhoused. Our proposed work plan includes working closely with City of Antioch leadership and staff to chart a path towards concrete steps the community can take to reduce homelessness, then help

with the implementation of these plans. Throughout the project, our staff will work with a “client team” composed of staff from the City and any other key stakeholders involved with efforts to address homelessness in Antioch, as identified by the City. The client team will be involved in initial refinements of the project scope, project management, collaboratively identifying, collecting, and analyzing system data; and planning and implementation tasks. The client team will also assist Focus Strategies with logistical planning for in-person meetings and community engagement.

Based on the Scope of Work outlined in the City’s Request for Proposals, Focus Strategies can offer relevant technical assistance in the following areas:

- *Homeless Population and System Inventory Mapping:* Focus Strategies is able to analyze and map the extent and characteristics of homelessness within a community using available local data, including Point-in-Time (PIT) Counts, Census data, and other sources. Additionally, we can help the City inventory and map existing programs and services available to people who are unhoused within the community to understand how well-matched programs are to the local need. Through the review of existing local documents, interviews with key stakeholders (such as County Departments, City CDBG and other staff, and homeless providers), and other community engagement, Focus Strategies can produce a number of deliverable types to describe the current state of homelessness and programs available in Antioch.
- *Program and System Assessment:* Focus Strategies regularly helps communities assess and evaluate their existing inventory of programs and services using both qualitative and quantitative information to understand strengths, challenges, gaps, and opportunities in a community’s response to homelessness. Through the review of existing local documents, data review and/or analysis, interviews with key stakeholders, focus groups, and other types of community input, we can assess the strengths and challenges of existing efforts, such as how well the existing response is to current best practices in the field. Depending on the availability and quality of local data, we can also assess the performance of various efforts already in place and determine the extent to which they contribute to an effective strategy to reduce homelessness.
- *Strategic Planning:* Focus Strategies can help the city develop local plans for responding to homelessness, including emergency response strategies (emergency shelter, outreach, and safety), as well as longer-range strategies to help people who are unhoused identify a pathway to housing. We believe connecting a community’s emergency response to longer-term housing-focused solutions is critical to ensure efforts are holistic and effective. Our strategic planning processes typically involve facilitating thorough community engagement processes through a variety of forums such as listening sessions, input meetings, focus groups, strategy development sessions, interviews with key stakeholders, and public presentations. To support a community’s strategic planning process, our work draws upon local data and analyses (as described above), as well as our knowledge of best practices from other communities across the nation.
- *Implementation Technical Assistance:* In addition to system analysis and planning, Focus Strategies offers a range of technical assistance and consulting services to help communities implement strategies to address homelessness, including:
 - Developing program models and operating standards, for interventions including outreach, shelter, rapid rehousing, permanent supportive housing, and diversion;
 - Developing program-level operating budgets;
 - Developing system- and program-level policies and procedures;

- Advising on program sizing using data and contextual information about the local need – for example, identifying how many emergency shelters beds are needed to meet immediate needs while supporting overall reductions in homelessness;
- Advising on program locations and siting, including advising on site selection criteria and assisting communities to weigh the pros and cons of different siting options;
- Identifying potential funding sources to support homeless response and assisting communities to prepare funding applications;
- Supporting public agencies to select program contractors by advising on strategic funding priorities; developing RFPs, as well as reviewing and evaluating proposals; providing guidance on contract negotiation and execution with selected contractors (i.e. budgets, scopes of work, and performance measures); and troubleshooting program rollout and implementation in partnership with the public agency and contractors;
- Conducting informational and educational training sessions for selected stakeholders (i.e. public agency staff, elected official, providers) on topics in homeless crisis response including Housing First principles, trauma-informed care, and emergency response;
- Developing and delivering presentations in public forums to report on the progress of implementation;
- Advising public agency staff on external communications by drafting and/or reviewing messaging materials for communications with the general public, media, and other community stakeholders; and
- Providing general technical assistance and problem-solving for public agency staff through regular check-in calls to discuss implementation progress, challenges, and potential areas where we can assist.

Activities Outside Focus Strategies' Scope

As consultants and providers of technical assistance, Focus Strategies staff's skills and expertise are best suited to providing technical guidance to communities in their efforts to address homelessness. While we are not in the position to fill the role more typically provided by City staff, Focus Strategies *can* provide significant support and guidance to staff engaged in the day-to-day work of system planning and implementation.

Please note, the following items (as listed in the City's Scope of Work) do not align with the services we offer; we hope to support these efforts by working in partnership with City staff:

- Day-to-day implementation of crisis response, either providing direct services to people who are unhoused, or providing direction to staff who conduct direct services, such as staff who conduct outreach, remove trash from encampments, place and empty sharps containers, and other day to day response activities;
- Conducting negotiations on behalf of the City to procure supplies and services needed for emergency response, such as securing mobile laundry facilities, purchasing or leasing tuff sheds, etc.;
- Applying for permits for the development of facilities serving people who are unhoused (however, Focus Strategies can develop and help the City think through and draft some of the content that might go into a permit application);
- Playing an ongoing, regular role in communication with the community on the City's response to homelessness (for example, staffing a regularly occurring community input meeting);
- Responding to media inquiries on behalf of the City; and
- Advising the City on financial systems, financial compliance, or any auditable financial activities.

Please also note that Focus Strategies is not available to attend every bi-monthly City Council meeting, however, if given reasonable notice, we would be available to present at and/or attend these meetings if needed. We can also support City staff to prepare for these meetings.

IV. Cost Proposal

Focus Strategies is proposing to configure this scope of work as an hourly engagement, with a “Not to Exceed” contract. Focus Strategies can offer our technical assistance services up to fifteen hours per week over six months. Excluding any reimbursable travel expenses, we anticipate that the total cost for this six-month (28 weeks) scope will be \$73,500, based on our consulting rate table provided below (averaging around \$175/hour).

Title	Current Personnel	Hourly Rate
President	Megan Kurteff-Schatz	210
Directors	Kate Bristol, Tracy Bennett	190
Senior Consultant	Jaclyn Grant	185
Consultant, Analytics Consultant	Kristin Jefferson, Michael Hatch	175
Chief Analyst	Genevieve Williamson	155
Senior Associate	Brenna Lyles	140
Associate	Linda Ly	130
Administrative Analyst	Nina Prudhomme	120
Analyst	Jess Herbert	115

V. References

Please refer to the following tables for reference information, including the client name, title, and contact information, as well as a brief description of our services provided.

Client	San Mateo County Human Services Agency
Contact	Selina Toy-Lee, Director, Collaborative Community Outcomes
Address	1 Davis Drive, Belmont, CA 94002
Phone	(650) 802-5120
Email	SToy-Lee@smcgov.org
Description of Services	Strategic planning; Coordinated Entry technical assistance; outreach design and implementation; NOFA application technical assistance; program design and assessment.

Client	County of Santa Cruz, County Administrative Office
Contact	Rayne Perez, Homeless Services Coordinator
Address	701 Ocean Street, Room 520, Santa Cruz, CA 95060
Phone	(831) 454-3411
Email	Rayne.Perez@santacruzcounty.us
Description of Services	Strategic planning and design; outreach, diversion, shelter, governance redesign and implementation technical assistance; system analysis and assessment.

Client	County of Fresno, Office of Mayor Lee Brand
Contact	H. Spees, Director, Strategic Initiatives
Address	2600 Fresno Street, Fresno, CA 93721
Phone	(559) 621-7910
Email	H.Spees@fresno.gov
Description of Services	Housing intervention and funding technical assistance, system planning and implementation technical assistance, program monitoring support.

Megan Kurteff Schatz

340 S Lemon Ave #1815,
Walnut, CA 91789
megan@focusstrategies.net
916-569-8550

Recent Experience

Focus Strategies Owner and President, 2011-Present

Founded, owns, and leads Focus Strategies, a nationally recognized consulting firm dedicating to helping communities and States reduce homelessness. Focus Strategies is an industry thought leader in using local data and information to understand how homeless systems are performing and how to prioritize strategies to reduce homelessness the most. The Focus Strategies team develops tools and provides technical assistance and consulting services. All project work includes facilitating and supporting data-informed planning and evaluation of homeless programs and systems. Focus Strategies' work creates locally actionable solutions; all products, data analyses, and tools are developed with the goal of helping communities turn data into useful information. Services include assessing the quality and utility of local data from Homeless Management Information Systems (HMIS); synthesizing data from multiple systems of care to identify client overlap and service utilization patterns; helping communities implement outcome measures and performance-based contracting; analyzing how homeless system resources are currently performing and invested and recommending how they can be repurposed to create more effective homeless crisis response systems. Current clients include Melville Charitable Trust, City of San Francisco, Metro Denver Homeless Initiative, and Changing Homelessness/ Jacksonville, FL.

MKS Consulting Owner & Principal, 2006—2013

Owned and led a small consulting firm that assists non-profit and governmental organizations to plan for, develop, and operate homeless systems of care. Services include planning, policy analysis, and technical assistance to determine system vision, comply with funder requirements, develop evidence-based programs, and measure results. We successfully partnered with our clients to develop, launch, analyze, and operate prevention, rapid re-housing, and permanent supportive housing programs and systems.

Professional services were designed to assist organizations and communities through creating and supporting systems of housing and services. Areas of expertise include systems evaluation; HMIS technical assistance and homeless counts; and supportive housing and services project development and implementation. Special expertise in financing, partnering, renting-up and overseeing Mental Health Services Act-financed housing. Clients included Sacramento County Division of Behavioral Health Services, State of California Housing and Community Development Department, and California Institute for Mental Health.

Housing California Homeless Policy Director, Sacramento, California, 2005 –2006

Responsible for developing a homeless policy advocacy program. Key achievements included:

- Created and lead a statewide coalition to end homelessness in California. Successes included crafting a consensus advocacy platform with more than 130 agencies from every corner of California.
- Secured active participation from stakeholders with traditionally divisive positions in a process to secure funding for supportive housing and service programs. Successfully convened different

professional systems, including housing developers, homeless service systems, and mental health providers to engage in Mental Health Services Act (MHSA) housing opportunities.

Alameda Countywide Homeless Continuum of Care Coordinator, Alameda County, California, 2002–2005

Responsible for coordinating Alameda County, California’s homeless service delivery system. Highlights included coordinated and authored the federal funding application resulting in more than \$20 million each year for homeless housing and services programs, raising \$250,000 for the first-ever homeless count and survey, and lead community planning, implementation, and fundraising for HMIS.

Education

May 2017	<i>Executive Leadership Program</i> , University of California at Davis, Davis, California
December 2001	<i>Master of Public Policy</i> , University of Michigan at Ann Arbor, Ford School of Public Policy, Neil Staebler Award
December 2001	<i>Master of Social Work</i> , University of Michigan at Ann Arbor, School of Social Work
May 1998	<i>Bachelor of Arts in Urban & Black Studies</i> , College of Wooster, Wooster, Ohio Cum Laude, Departmental Honors

Skills

- Developing, growing, and leading a consulting organization for public benefit.
- Expert in systems change, planning for systems change, and measuring impact.
- Excellent public speaking, facilitation, and community planning skills.

Additional Experience

Experience at multiple levels within non-profit and public agencies, including: board member, senior staff, team member, and working under fiscal agency.

Tracy Bennett, PhD
340 S Lemon Ave #1815,
Walnut, CA 91789
Phone 916-569-8550
tracy@focusstrategies.net

Education

Ph.D. Social Psychology, University of California, Los Angeles, 1991.
M.A. Applied Social Psychology, University of Guelph, Ontario, Canada, 1987.
B.A. Psychology, University of Waterloo, Ontario, Canada, 1984.

Countywide Services Agency Leadership Development Program, Sacramento – October 2007
Sacramento County Leadership Academy – Fall 2008

Professional Experience

Director of Analytics and Evaluation

Focus Strategies

April 2014 to present

- Lead, manage and monitor analyst staff
- Facilitate and support data-informed planning and evaluation of homeless programs and systems
- Assess the quality and utility of local data from Homeless Management Information Systems (HMIS)
- Assist communities implement outcome measures
- Analyze how homeless system resources are currently structured and recommend program and budget changes to increase efficacy

County Consultant, Child Welfare Services – New System Project

California Department of Social Services

May 2013 to April 2014

- Responsible for representing county interests and business needs in the planning, development and implementation of the CWS-NS project. Involved in developing, presenting, and responding to county feedback for Business Practice Packages (includes workflows, descriptive activities and high level requirements)
- Assumed lead role in writing, collecting and integrating sections of the Special Project Report submitted by OSI and CDSS to the California Department of Technology, Fall 2013.
- Lead work effort involving county and state representatives to develop and conduct the Cost Benefit Analysis for the Implementation Advance Planning Document for the CWS-NS.

Deputy Director, Finance and Administration

Sacramento County, Department of Health & Human Services

December 2009 to June 2012, and December 2012 to May 2013

- Responsible for the day to day administrative operations of a Department comprised of 5 Divisions and over 1800 employees. Duties included managing and monitoring:
 - Department budget
 - All IT operations and support for DHHS

- Over 800 revenue and expenditure contracts with community based organizations, individuals, and other governmental agencies
- All fiscal, billing and claiming operations for DHHS
- All DHHS county owned and leased facilities
- Executive Sponsor of the Behavioral Health IT initiative to implement Electronic Health Records and Electronic Information Exchange
- Lead the effort to redefine the fiscal business model and contract language for Mental Health contract providers
- Lead the Department's Technical Assistance Team (worked with Divisions in grant writing, data analysis, building databases to capture needed data, and integrating data across Divisions)
- Member of the Statewide Child Welfare Services/ Case Management System (CWS/CMS) Oversight Committee
- Member of the Countywide Geographic Information Systems Steering Committee

Acting Director

Sacramento County, Department of Health & Human Services

June 2012 to December 2012

- Lead a Department comprised of 1898.8 FTE and 5 Divisions (Child Protective Services, Behavioral Health Services, Primary Health Services, Public Health, Senior and Adult Services)
- Responsible for a FY12/13 expenditure budget of \$507,498,213
- Lead and supervise 15 executive staff: 3 Deputy Directors, Acting Deputy Director, Public Health Officer, Division Manager, Senior Administrative Analyst, Senior Accounting Manager, Communications and Media Officer, 4 Human Services Program Planners, Executive Secretary and Secretary
- Lead and collaborate with the Human Resources Manager III assigned to DHHS to address various complex personnel issues
- Lead the DHHS Healthcare Steering Committee, comprised of executive staff from Primary Health, Behavioral Health, Public Health and Department of Human Assistance
- Represent DHHS at Human Services Coordinating Council, Criminal Justice Cabinet, Community Corrections Partnership, County Health Executives Association of California, Medi-Cal Managed Care Committee, Executive Technology Steering Committee, and Geographic Information Systems Steering Committee
- Lead labor meetings: UPE Board of Directors, SEIU 1021 Labor Management Meeting, AFSCME Quarterly Labor Meeting, and Caucus Chairs and Directors Quarterly Meeting (co-lead with DHA Director)

Health Program Manager

Sacramento County, Division of Mental Health

March 2001 to December 2009

- Division Lead for the Information System Replacement Project beginning 2003
- Responsible for the evaluation of a \$4.7 million grant from the California State Board of Corrections titled "Project Re-Direction: Keeping the Mentally Ill Out of Jail"
- Lead, managed and monitored a staff of 12 responsible for all Research, Evaluation and Performance Outcomes in the Division. Included fulfilling State and local mandates as well as program improvement projects.

- Lead collaboration with CPS and Probation on the implementation and evaluation of the Community Intervention Program, for 9-12 year olds with MH needs involved in the CPS and Probation systems.
- Lead collaboration with CPS on the implementation and evaluation of Early MH Assessment Team for children and families involved with CPS and having MH needs.
- Member of the State Department of Mental Health's Mental Health Services Act (MHSA) Performance Measurement Advisory Committee, the MHSA Information Technology Workgroup, and the Prevention and Early Intervention Evaluation Design Workgroup
- Member of the California Mental Health Director's Association Information Technology Committee

Personal Services Contractor

Sacramento County, Division of Mental Health

February 1997 to March 2001

- Lead, managed and monitored a staff of up to 12 responsible for all Research, Evaluation and Performance Outcomes in the Division. Included fulfilling State and local mandates
- Member of California Performance Outcome Advisory Group, State Children's Technical Workgroup, State Adult Performance Outcome Pilot Workgroup
- Trainer, Division of Mental Health, Sacramento County, Regularly trained clinical staff on the implementation, use, and interpretation of performance outcome instruments
- Presented program evaluation findings at State and National forums: 2002 National GAINS Conference, San Francisco, 1999 2nd Annual California System of Care Model Evaluator Conference, San Francisco, 1999 Adult System of Care Conference, Riverside, 1998 Annual Performance Outcomes Forums, Los Angeles and Sacramento, and 1997 12th Annual Partners in Protection Conference, Sacramento.

References

Available on Request

KATE BRISTOL
340 S Lemon Ave #1815,
Walnut, CA 91789
(916) 569-8550
kate@focusstrategies.net

PROFESSIONAL EXPERIENCE

Focus Strategies, Sacramento, CA

2012-present

Director of Consulting

Responsible for overseeing and leading project management of Focus Strategies engagements, including tracking and managing project milestones, activities, budgets and related client communications. Primary author and editor of many Focus Strategies reports and other publications. Serve as in-house resource on federal homeless funding streams, particularly the Continuum of Care (CoC). Project manager for systems change engagements, including work on systems for coordinated intake, assessment and referral.

Kate Bristol Consulting

2000-present

Owner and Principal

Provide consulting services to local government entities, non-profit organizations and foundations in the areas of supportive housing, affordable housing and homeless services. Services include researching and writing plans to address homelessness; program development and design; technical assistance; training and group facilitation; grant and proposal writing; and evaluation and assessment of proposals for funding. Recent clients include: the San Mateo County Human Services Agency, San Mateo County Department of Housing, County of Marin Health and Human Services Department, the State of California's Tax Credit Allocation Committee, and the San Francisco Human Services Agency.

Marin Housing Authority, San Rafael CA

1995-2000

Senior Program Manager for Supportive Housing

Responsible for day-to-day management and long-range planning for Supportive Housing Division - providing housing and supportive services to special needs populations. Programs included Shelter Plus Care, HOPWA, Family-Self Sufficiency, and support services to senior and disabled public housing tenants. Spearheaded expansion of department from six programs and five staff to ten programs and fifteen staff. Developed and monitored \$2 million annual department budget. Identified and secured funding for new and ongoing program operations. Developed and implemented program policies and procedures. Represented Marin Housing in county-wide, regional, state and national forums. Supervised staff of fifteen, including one manager.

Vice-President, Marin Continuum of Housing & Services

1998-2000

Co-Chair, Services Coordination Committee

1996-1998

As Marin Housing's designated representative to the Continuum, assisted with preparation of Continuum of Care plans in 1998 and 1999. Spearheaded numerous multi-agency collaborative projects, including shared data collection and analysis relating to numbers and demographic characteristics of Marin's homeless population.

Innovative Housing, San Rafael CA

1993-1995

Fundraising Director & Grants Manager

Responsible for development and implementation of fundraising strategy for non-profit housing organization with \$1.2 million annual budget. Managed fundraising department, including supervision of grants assistant and management of fundraising department budget. Wrote successful grant

proposals totaling approximately \$800,000 annually from government, foundation and corporate funders, including two successful SHP proposals for transitional housing. Researched new funding sources. Oversaw all aspects of grants management, including report-writing, reimbursement requests, gathering and compiling program data.

University of California at Berkeley, Berkeley CA

1992-1993

Lecturer, Department of City and Regional Planning

Taught graduate course on the history of city planning to students in the Masters of City Planning Program and undergraduate introduction to cities and city planning. Supervised graduate student instructor.

VOLUNTEER EXPERIENCE

Urban Ecology, Oakland CA

1995–2004

Served on Board of Directors of Urban Ecology, a non-profit membership organization dedicated to promoting sustainable development and smart growth in the SF Bay Area and nation-wide. Served on Executive Committee, Finance Committee, Development Committee and Journal Editorial Board. Participated actively in formulating policy positions on regional land-use, transportation, and housing issues. Wrote articles for UE's journal.

EDUCATION

Ph.D. in Architectural History, University of California, Berkeley

1992

B.A. in Architecture, Princeton University

1984

As a doctoral student at UC Berkeley, conducted original research on the history of housing in America. Wrote and published articles on public housing in the United States and Europe. Wrote dissertation (unpublished) on the history of high-rise public housing in the United States.

REFERENCES

Available upon request

JACLYN GRANT, MSW

Email: jaclyn@focusstrategies.net | Phone: (916) 436-1836 | Based in: Los Angeles, CA

STRENGTHS I BRING TO MY WORK

- Analytical and thoughtful decision-making skills
- Strong understanding of policy and contracts
- Collaborative leadership style that emphasizes teamwork, coaching and staff development
- Simultaneous macro- and micro- lens approach
- Effective community networking and partnership development
- Up-to-date on policies and effective practices for addressing homelessness
- Focused on meaningful participant voice in program development and evaluation
- Skilled in budgeting, data, and evaluation
- Strong ability to remain calm and focused in challenging, busy or stressful situations

PROFESSIONAL EXPERIENCE OVERVIEW

Senior Consultant | 07/2019 – Present | Focus Strategies, Walnut, CA

- Plan, oversee and implement project management strategies for consulting and technical assistance contracts
- Conduct research and analyses of systems and initiatives, including identification of findings and recommendations
- Author and edit technical documents, reports, and policies
- Facilitate community convenings and trainings on best practices related to preventing and ending homelessness

Youth Coordinated Entry System Coordinator | 04/2018 – 07/2019 | LA Homeless Services Authority, Los Angeles, CA

- Assessed, developed and implemented system-level solutions to reduce youth homelessness across LA County
- Provided technical assistance and training throughout LA County regarding youth CES policies and procedures
- Sample projects include: lead development of procedures and operations manual for access into CES; represented homelessness system in taskforce to improve employment access for persons experiencing homelessness; re-designed and led workgroup bringing together post-secondary education institutions to address student homelessness; assessed and improved CES coordination protocol for youth-specific housing resources

Executive Director of YEAH! | 07/2016 – 10/2017 | Covenant House California, Berkeley, CA

- Executive leadership of YEAH! as it underwent strategic merger with Covenant House California to improve sustainability of programs and expand opportunities for youth (merger finalized June 2017)
- Successfully maintained internal and external investment in YEAH! throughout acquisition while facilitating transitions in agency and program policies and completing legal and administrative tasks of closing YEAH!'s 501(c)3 status
- Led and implemented expansion of shelter program from a seasonal winter operation to year-round shelter program

Executive Director | 10/2014 – 07/2016 | YEAH!, Berkeley, CA

- Promoted excellence of shelter, outreach, clinical case management, and supportive housing programs for young adults ages 18-25 through strategic planning with Board of Directors, staff training and development, program evaluation, development of strategic partnerships, budgeting and financial oversight, and direct youth supports
- Executed fundraising efforts, including grant writing, public government relations, and event planning; Doubled agency's funding to expand from seasonal winter program to year-round shelter for 30 youth

Associate Director | 08/2011 – 09/2013 | YEAH!, Berkeley, CA

- Oversaw youth shelter, including staff training and supervision, community partnerships, and direct services
- Operations management responsibilities including funding applications and fundraising events, finance oversight, completion of public/private funding reports and ensuring compliance with contract and legal requirements

Additional Prior Experience Highlights:

- Multi-Service Center Program Manager | 03/2014 – 10/2014 | Berkeley Food and Housing Project
- Events and Donor Relations Coordinator | 09/2013 – 03/2014 | At The Crossroads
- Executive Development Program Graduate Student Asst. | 05/2010 – 06/2011 | Bay Area Social Service Consortium
- Regional Training Academy Graduate Student Researcher | 09/2009 – 09/2010 | CA Social Work Education Center
- Shelter Services Coordinator / Case Manager | 04/2008 – 08/2009 | Transition House
- Street Outreach Program Coordinator | 10/2006 – 01/2008 | Channel Islands YMCA

EDUCATION CREDENTIALS

Masters in Social Welfare (MSW), Management & Planning Concentration
Bachelors in Sociology, Human Services Concentration, magna cum laude

University of California, Berkeley
Westmont College

Michael E. Hatch

340 S Lemon Ave #1815, Walnut, CA 91789

michael@focusstrategies.net

Professional Skill Profile

- Experience conducting quantitative and qualitative research in health and human services
- Experience with survey design, administration, and data analysis
- Experience employing statistical techniques, including advanced panel methods on complex survey and administrative datasets.
- More than 10 years of experience in health-care related decision support analysis and database management
- Excellent analytical, research and communication skills
- Advanced graduate training in microeconomics, econometrics, policy analysis, causal inference
- Statistical software: R, Stata, SAS, SPSS
- Qualitative research software: NVIVO
- Scripting languages: VBScript, Powershell, Python, Perl
- Database technologies: SQL Server (expert level), Oracle, Sybase
- Reporting & data visualization technologies: Reporting Services, Analysis Services, Power BI, Tableau

Education

Ph.D. Public Administration and Policy, American University, December 2018

Fields of Study: Public Administration, Public Policy

Dissertation: "Health Issues Affecting Vulnerable Households"

Committee: Alison Jackowitz (chair), Anna Amirkhaynan, Taryn Morrissey, Erdal Tekin

M.S. Public Policy & Management, Carnegie Mellon University, Pittsburgh, PA, May 1992

B.A. Political Science, Duke University, Durham, NC, December 1987

Professional Experience

Analytics Consultant, Focus Strategies, Sacramento, CA 2018-present

- Model estimated impacts of diversion strategies individually and in combination on emergency shelter day usage for shelters in Boston. Estimate the association between shelter client characteristics and total days in shelter using multivariate analysis.
- Describe the population characteristics of enrollees in King County, Washington's coordinated entry system. Analyze effectiveness and equity of coordinated entry process outcomes as part of a systematic analysis of King County's efforts to combat homelessness.
- Provide analytical support to on-going projects as needed.

Graduate Research Assistant, American University, School of Public Affairs, Washington, DC 2014-2018

- Conduct interviews, code responses, and analyze data related to implementation of Affordable Care Act's navigation services, as part of a study encompassing six states.
- Assisted in the collection, coding and analysis of data for a study commissioned by Feeding America analyzing the interaction of SNAP and food pantry usage in Richmond, VA and Baltimore, MD.
- Conducted literature review, analyzed national survey dataset, and wrote initial draft of study looking at the food-related tradeoffs and coping strategies of the deeply poor compared with households with slightly higher incomes.

Database Consultant, CompuCom, Fort Collins, CO 2013-2014

- Provided technical assistance to Cambia Health, in Portland, OR, on patching, upgrading, consolidating, and managing its portfolio of SQL Server installations across the enterprise.
- Trouble-shoot performance issues, capacity constraints; assisted with database maintenance and troubleshooting on Oracle and Sybase platforms, as needed.

Technical Consultant, Eshowe Schools, Eshowe, South Africa 2011-2012

- John Wesley Primary School: Maintained computer lab for a local primary school Assisted with the planning and evaluation of school's technology purchases. Taught computer skills classes to third and fourth graders.
- Eshowe High School: Developed data modeling standards, a normalized enterprise data model, and a process to capture and maintain all related meta-data. Implemented physical data structure and developed backup, recovery and maintenance procedures.

Database Administrator, The Regence Group (TRG), WA 2000-2010

- Responsible for administrative, technical, and strategic utilization of SQL Server platform at TRG, encompassing 4 states and 40+ production servers.
- Served as SQL Server technical expert for the team, providing internal training and individual mentoring, and organizing formal classes and workshops with Microsoft.
- Responsible for managing, maintaining complex Sybase database replication environment involving mission critical applications.

Health Information Analyst, Regence BlueShield, WA 1995-1999

- Developed and maintained healthcare information reporting systems to support customer requirements. Analyzed and evaluated the impact of new products, systems and work processes on data and reporting systems.
- Developed information extracts to support cost-containment, provider contracting, marketing, and quality management efforts. Produced recommendations, reports, and maps of results.

Methods Analyst, King County Medical BlueShield, WA 1994-1995

- Designed and wrote on-line help and paper documentation for computer applications, processes and screens based on an analysis of customer requirements, workflow, procedures and tasks.
- Analyzed survey research results provided by external firms; developed methodology for internal survey research to measure customer satisfaction and service quality.

Planning Specialist, Department of Housing & Human Services, City of Seattle, WA 1993-1994

- Head Start: Analyzed data on the number and location of Head Start eligible children and current service capacity; wrote expansion section, based on findings, of federal Head Start grant. Analyzed data on Seattle's birth-to-three population; conducted literature review of prenatal risk factors; wrote community needs assessment.
- Division on Aging: Collected and analyzed aggregate data on the extent and cost of state and federally financed long term care services in Washington state; results presented to State legislature.

Project Consultant, Ford Foundation, NY 1991-1992

- Analyzed the experiences of Community Based Organizations with employment training in San Antonio, TX, through background economic/demographic research, and on-site interviews.
- Provided written and oral analysis of findings to Ford Foundation executives. Final report, which summarized findings in ten cities, incorporated in workshops with US members of Congress.

Case Manager, Project Pilot, NY 1988-89

- Interviewed and evaluated senior citizens for community-based home care services, depending on their need and income eligibility. Provided on going case management services to ensure services were adequate
- Advocated on behalf of clients for services related to housing, nutrition and protective services. Referred to appropriate agencies and programs as needed.

Peer-Reviewed Publications

Amirkhanyan, A., Jacknowitz, A., Crumbaugh, A., Hatch, M. 2018. Exploring the Challenges and Coping Strategies in Households Relying on Food Pantries and SNAP. In Press, *Journal of Hunger and Environmental Nutrition*

Publications Submitted for Review

Hatch, M., Yurman, R., Amirkhanyan, A., Johnston, J. "Barber Shops, Salons, And Spas: The Complexity – And Simplicity – Of Implementing Outreach and Enrollment Contracts Under the Affordable Care Act."

Works in Progress

"Using Vital Statistics Natality Data to Assess the Impact of Stressful Events on Birth Outcomes" (with Erdal Tekin and Janet Currie)

"Examining the Effect of the Affordable Care Act in Colorado on Access to Care, Financial Strain, Utilization and Health Status"

"Trade-Offs and Coping Strategies Regarding Food Among the Deeply Poor" (with Alison Jacknowitz and Taryn Morrissey)

"Analyzing the Impact of Diabetes Self-Management Education (DSME) on Diabetes Management from a Policy Perspective."

Research and Conference Presentations

Jacknowitz, A., Morrissey, T., Hatch, M. (2018) "Trade-Offs and Coping Strategies Regarding Food Among the Deeply Poor". November 2018. Association for Public Policy Analysis and Management Annual Meeting. Washington, DC. (Paper presented by Alison Jacknowitz).

Hatch, M. (2017) "Examining the Effect of the Affordable Care Act in Colorado on Access to Care, Financial Strain, Utilization and Health Status." November 2017. Association for Public Policy Analysis and Management Annual Meeting. Chicago, IL. (Paper presented by Michael Hatch).

Amirkhanyan, A., Johnston, J., Hatch, M., Yurman, R. (2016). "Implementing the Affordable Care Act: Examining Outreach and Navigation Contracting in State-Based Exchanges." November 2016. Association for Public Policy Analysis and Management Annual Meeting. Washington, D.C. (Paper presented by Michael Hatch).

Hatch, M. (2016). "Does What Goes Up Must Come Down? An Analysis of ARRA Increases and Subsequent Cuts to SNAP Benefits on Food Security among Low Income Households." April 2016. Association for Public Policy Analysis and Management DC Regional Student Conference. Arlington, VA. (Paper presented by Michael Hatch).

Hatch, M. (2016). "Patron Motivations and Perceptions of Representativeness: An Exploration of the Petworth Community Market." March 2016. Urban Affairs Association Annual Conference. San Diego, CA. (Paper presented by Michael Hatch).

Hatch, M (2015) "Analyzing the Impact of Diabetes Self-Management Education (DSME) on Diabetes Management from a Policy Perspective." November 2015. Association for Public Policy Analysis and Management Annual Meeting. Miami, FL. (Poster presented by Michael Hatch).

Honors & Awards

Levine Ph.D. Endowment Research Award, 2016 & 2017 \$5,000/year Pi Alpha Alpha Academic Honor Society, American University Chapter, 2017

Teaching Experience

Responsible for all aspects of a course on Administrative Politics, including syllabus development, creating and delivering lectures, tests, and grading. I taught the class to undergraduates in Spring, 2017.

Additional Training and Certifications

Participant in ICPSR summer training, "Modern Causal Inference: Experiments, Matching, and Beyond"

NIH certification in "Protecting Human Research Participation"

Certified as Microsoft Systems Engineer (MCSE) & Microsoft Certified Database Administrator (MCDBA)

Kristin Jefferson

kristin@focusstrategies.net | 916-538-5832

<https://www.linkedin.com/in/kristin-jefferson-81954589>

Skilled Consultant with demonstrated ability to apply new ideas and best practices, in combination with data, to assist communities in their local efforts to end homelessness. Proven track record of project managing large scale events, identifying strategic partnerships, and achieving set goals while shaping innovative and effective solutions from complex problems. Focused on creating system change through research, analysis, leverage, and process improvements.

Experience

Consultant | Focus Strategies | Sacramento, CA

October 2018 - Current

Provide consulting services and technical assistance to clients; addressing challenges, identifying areas for opportunity, and recommending strategies for achieving maximum project impact. Manage projects and contracts to deliver on-time and on budget deliverables and quality products. Research and analyze new federal, state, and local regulations and programmatic guidance. Author various forms of client documents and proposal content. Provide policy guidance and programmatic knowledge to support the development and implementation of goals, works plans, and performance measures to meet clients' needs.

Portfolio Director | 2-1-1 Orange County | Orange County, CA

July 2018 – October 2018

Addressed programmatic challenges by identifying areas for refinement and recommending operational strategies for maximum impact while overseeing program compliance and monitoring. Provided programmatic oversight to \$3.5M, publicly/privately funded, grant and contract portfolio. Ensured regulations, policies, procedures and contract standards were met through ongoing monitoring and assessment, and corrective actions as necessary; researched and analyzed new federal, state, and local social services program regulations while developing and implementing policies and procedures; identify new initiatives for portfolio expansion. Serve agency in leadership capacity to identify impact areas and lead change.

Director, Collaborative Engagement | 2-1-1 Orange County | Orange County, CA

June 2014 – October 2018

Architect the design and implementation of an information exchange to efficiently connect identified needs to available resources. Project manage large scale, complex programs. Manage contract relationships and liaison with project consultants to deliver scope of work. Oversee subcontracting of Federal contracts. Serve as member of bid proposal team to write and review submission of RFP applications. Represent agency in leadership role on numerous regional committees as well as in communications with media, partners, and public.

Education

Clemson University, Clemson, SC

Major: Bachelor of Science, Finance | Minor: Accounting

Genevieve Williamson Heidenreich

340 S Lemon Ave #1815,
Walnut, CA 91789

Phone: 916-569-8550 genevieve@focusstrategies.net

Summary of qualifications

Serves as the analyst and project manager for a variety of quantitative analysis projects. Highly experienced with quantitative data analysis using Excel and SPSS, qualitative analysis, and proficient in Microsoft Office programs. Supports a wide range of projects including: homelessness data analysis, system design and development research, and conduct trainings and focus groups.

Work experience

Focus Strategies, March 2012 – Present

1760 Creekside Oaks Drive Suite 120, Sacramento, CA 95833, (916) 569 8550 Contact: Tracy Bennett

Analyzes data from Homeless Information Management Systems, along with other data related to housing retention and outcomes, in a number of communities using both Excel and SPSS. Represents Sacramento County Division of Behavioral Health Services while monitoring the performance of eight permanent supportive housing properties. This oversight includes; management of complex partner relationships, assuring adherence to regulatory agreements, and helping tenants maintain their housing. Other tasks include: data analysis and outcome reporting, attending meetings regarding policy and procedures, facilitating trainings, and project management.

Northwestern Mutual Financial Network, September 2011 – March 2012

1425 River Park Drive Suite 100, Sacramento, CA 95815, (916) 929 7200 Contact: Kate Fickbohm

Recruiting Coordinator for the Sacramento office. Assisted with all recruiting activities including: attending career fairs, maintaining on-line postings, selecting candidates, and interviewing candidates. Additionally, performed most administrative duties for the Director(s) of Selection.

Center for Creative Leadership, May 2010 – July 2011

850 Leader Way, Colorado Springs, CO 80905, (719) 633 3891 Contact: Anthony Holiday

Program Support Assistant at the Center for Creative Leadership for over a year. Assisted in all aspects of program coordination.

Daugherty Chiropractic, May 2004 – July 2011

2965 Broadmoor Valley Road Suite B., Colorado Springs, CO 80906, (719) 331 5854 Contact: John Daugherty

What started out as a reception and "front desk" position grew to general assistance to the doctor in therapy sessions, and to office management in all areas.

Volunteer Experience

CASA, August 2009 – August 2010

701 South Cascade Ave., Colorado Springs, CO 80903, (719) 447 9898 Contact: Volunteer Coordinator

Volunteered for the Supervised Exchange and Parenting Time (SEPT) Program.

Education

California State University Sacramento, August 2011 – 2014. Thesis completion by December 2015

Pursuing a Masters Degree in Industrial/Organizational Psychology

University of Colorado at Colorado Springs, September 2003 – December 2009

Graduated with a 3.8 GPA Bachelors Degree in Psychology/Sociology minor

Brenna M. Lyles

760-889-6254

brenna@focusstrategies.net
[linkedin.com/in/brennalyles](https://www.linkedin.com/in/brennalyles)

Public policy professional, writer and service-oriented individual seamlessly connecting individuals by building strong relationships and focusing on ending human suffering and improving community wellbeing. Supports communities through developing policies and communicating strategies to implement data-driven policies, programs and funding primarily dedicated to end homelessness.

PROFESSIONAL EXPERIENCE

Focus Strategies, San Diego, CA

March 2016 - Present

SENIOR ASSOCIATE

July 2018 - Present

- Develop and communicate data-driven, systems-oriented policy and strategic recommendations to homeless system leadership and planning staff, including elected officials and public, private and non-profit executives; client communities include San Francisco, Los Angeles, King and San Diego Counties.
- Write, edit and publish policy-focused materials including reports, memos and presentations based on federal, state and local policy research and analysis; presented to client teams to facilitate system improvements and reduce homelessness.
- Conduct evaluations of local qualitative and quantitative data from homeless and other public systems, including monitoring the performance of eight Permanent Supportive Housing (PSH) projects serving those with serious mental illness and identified by the federal government as chronically homelessness.
- Strategically analyze homeless intervention types including rapid rehousing, emergency housing, transitional housing and permanent supportive housing; evaluate the cost-effectiveness and success of interventions and systems at large.
- Coordinate graphic design of brochures and promotional marketing materials for conferences and events, including the National Alliance to End Homelessness (NAEH)'s bi-annual conference.
- Respond to RFP's, by collaborating with the CEO and executive team to acquire new homelessness consulting services.
- Interact with elected officials, county-level directors and program managers of human services, housing and mental health departments from public, private, and non-profit sectors by facilitating hot topic interviews, focus group and listening sessions to determine strategic plans for community initiatives to address homelessness.

ASSOCIATE

March 2016 - June 2018

- Managed, created and updated content on internal website and developed marketing and community outreach on Twitter to increase Focus Strategies' exposure to community stakeholders and potential new clients.
- Conducted and applied research on federal and state policies and homeless systems, available programs and funding streams.

The Sacramento Bee, Sacramento, CA

June 2015 - June 2016

STAFF WRITER

- Reported breaking news and featured stories for print and online newspaper with 300,000+ print circulation throughout Northern California; produced supplemental video content and multimedia packages relating to written articles and posted to the Sacramento Bee's website. List of articles written available at <https://muckrack.com/brenna-lyles/articles>.
- Developed and nurtured relationships with city and county Public Information Officials (PIO) to identify story leads.
- Worked alongside elected city officials in California's state capital to cover public policy-related articles dealing with voter turnout amongst minority groups, food access in food desert areas, issues facing high-poverty areas of the county, homelessness, mental illness, drought, environment concerns and marijuana and illegal drugs.
- Organized and wrote 15-article series, "Book of Dreams," raising \$100,000+ for organizations and individuals in-need during the holiday season.

The Davis Beat, Davis, CA

October 2012 - June 2016

EDITOR-IN-CHIEF AND CO-FOUNDER

September 2015 - June 2016

NEWS EDITOR

October 2012 - June 2015

- Co-founded campus newsmagazine as a freshman and selected as Editor-In-Chief as a senior.
- Wrote and edited news content and editorial sections and designed overall layout and presentation for alternative newsmagazine published quarterly.

The Davis Beat (Continued)

- Managed staff of 20+ editors and staff writers and oversaw operations of print newsmagazine and online content.
- Posted feature articles online providing students with investigative, long-form journalism between quarterly publications.
- Authored most viewed and read articles on homelessness in Davis and the prevalence of prescription stimulant use among students as performance-enhancer.

VOLUNTEER WORK

Homeless Outreach Ministry, Davis Central Park, Davis, CA **September 2014 - June 2015**
VOLUNTEER

- Initiated and coordinated weekly lunch and public outreach events for the homeless community in Davis.

Davis Interfaith Winter Shelter, Davis, CA **Winters 2014, 2015 and 2016**
BOARD MEMBER, 2015 AND VOLUNTEER 2014, 2015 AND 2016

- Coordinated with 11 individual churches to rotate church-based shelters for the homeless.
- Prepared and served meals and provided logistical support including coordinating rides and volunteers.

San Francisco City Impact, San Francisco, CA **Summer 2015 - Spring 2016**
VOLUNTEER

- Worked in the rescue mission and with the street outreach team; prepared and delivered meals to high-poverty individuals and families in San Francisco Inner-City Tenderloin District.

EDUCATION AND PROFESSIONAL DEVELOPMENT

University of California, Davis, Davis, CA

- Bachelor of Art: Communications, Emphases in Professional Writing

San Diego State University, San Diego, CA

- Professional Certificate in Grant Writing

HONORS AND AWARDS

Jean Stephen Journalism Award, Sacramento Press Club **May 2015**
National Journalism Impact Award, Journalism Education Association **May 2012**

SKILLS

Website Production	Adobe Creative Suite	Microsoft Excel
Graphic Design	WordPress	Microsoft PowerPoint
Grant Writing	Google Suite	Microsoft Word

EDUCATION

University of Southern California Master of Public Policy with Graduate Certificate in Homeland Security Dean's Merit Scholarship Recipient	Los Angeles, CA May 2018
Women's Foundation of California Women's Policy Institute – Fellow	Los Angeles, CA 2017-2018
University of California, Irvine Bachelor of Arts in International Studies Bachelor of Arts in Sociology Cum Laude, Dean's Honor List, Phi Beta Kappa	Irvine, CA May 2011

RESEARCH EXPERIENCE

Researcher, School of Social Sciences, Winter 2011

- Assisted Dr. Belinda Robnett and Dr. Cynthia Feliciano in qualitative study of racial biases
- Data collection included 50 records per week with over 150 individual data points per record

PROFESSIONAL EXPERIENCE

Associate (September 2018 – Present)**Focus Strategies**

- Researched and compiled written materials and correspondence
- Conducted research on homeless crisis response systems and policies
- Coordinated project tasks
- Conducted and supported client meetings and community input processes

Director of Elections and Recruitment (April 2017 – May 2018)**University of Southern California, Graduate Student Government (GSG)**

- Compiled, created, and deployed all correspondence between graduate student Senators and GSG
- Coordinated, planned, and ran all monthly GSG Senate meetings and semester Leadership Dinner for graduate Senators
- Coordinated and conducted elections process for GSG Executive Board for 2018-19 school year
- Co-Chaired Senate Restructuring Task Force to restructure entire Graduate Senate to better represent student body

Government Affairs Intern (May 2017 – August 2017)**Orange County Business Council**

- Researched state and national legislation for largest political action committee and trade group in Orange County
- Drafted legislative letters on behalf of OCBC to elected State and National officials
- Drafted monthly updates for multiple Executive Board memos in infrastructure, workforce and economic development

Program Manager (August 2011 – August 2016)**Power Direct Energy**

- Managed supply chain for over \$30M in product
- Data analytics and formatting for over 7M customers bimonthly
- Program auditing for energy efficiency programs valued at over \$5M
- Generation and deployment of email marketing
- Oversaw enrollment and call center activity for energy efficiency programs

OTHER RELEVANT EXPERIENCE

Student Assistant (October 2008 – June 2011)**University of California, Irvine – Chemistry Undergraduate Department****Administrative Assistant (June 2008 – September 2008)****Eyecare Center of Orange County****Coordinating Editor (August 2007 – June 2008)****Thirteen Minutes Magazine****SKILLS**

- **Computer:** Microsoft Office Suite, Excel Tool Pack, Sage ERP, Adobe Photoshop, Adobe Illustrator, ACT! Database, Stata, R Studio
- **Languages:** Vietnamese (fluent), French (basic)
- **Volunteer:** Orange County Human Relations Council (Certified Mediator), USC Asian Pacific Islander Caucus (Co-Chair)

Nina Prudhomme

340 S Lemon Ave #1815,

Walnut, CA 91789

Phone: 916-569-8550

nina@focusstrategies.net

Work Experience

December 2013 to Present Focus Strategies Sacramento, CA

Administrative Analyst/ Executive Assistant

- Responsible for administrative support to the company principal, office management, and project-specific support to Focus Strategies team.
- Preparation of reports and documents for publication
- Additional responsibilities are time management, developing policy and procedure manuals, handling information requests and coordinating calendars.
- Management of office and Employee needs and requirements

May 1999 to December 2001 The Grateful Palate, Inc. Oxnard, CA

Operations Manager

- Responsible for all aspects of the daily operations of a mail order and internet specialty food and wine retail business
- Additionally responsible for the logistics of importing wine from Australia and distributing it throughout the US
- Supervising a staff of 2-5 people

December 1996 to December 1998 Prudhomme & McCarthy, LLP Thousand Oaks, CA

Office Manager

- In charge and responsible for running aspects of legal office, drafting correspondence, organizing files, ordering supplies, and other materials, calendaring, time management, developing policy and procedure manuals, and extensive computer work.
- Responsible for all secretarial support for three attorneys

1992 to 1995 Tennis Inn Heidelberg, Germany

Administrator

- Sole person in charge of entire badminton and tennis facility
- Responsibilities included bookkeeping, phones, reservations, cashier, rental agent, and sports shop
- Additionally responsible for kitchen (preparing and serving food and drinks) as well as keeping grounds clean

1993 Grace Dearborn Heidelberg, Germany

Internship, Financial Department

- Organizing Accounts receivable, accounts payable
- Assisting with calculation of inter-company prices based on statistical information
- Organizing paperwork for freight department

Nina Prudhomme

Education

1990-1996 Ruprecht-Karls-Universitaet Heidelberg Heidelberg, Germany

Diplom Volkswirtin (Equivalent to Masters in Economics)

- Microeconomics I and II, Macroeconomics I and II, accounting, basic of business statistics, economy and social statistics, and law
- Economic policy, economic theory, public finance, science of business management, and one elective: development economics
- Thesis: "The Influence of the Physical Structure of Production of Goods on Traffic, Volume and Modal Split".

Abitur (High School Diploma)

1987-1990 Hoelderlin Gymnasium Heidelberg, Germany

References

References are available on request.

JESS HERBERT

916.569.8550

jess@focusstrategies.net

To obtain an internship with a company which provides the opportunity to expand my knowledge as an undergraduate student studying mathematics and statistics.

EXPERIENCE

MAY 2013 – APRIL 2018

STORE MANAGER, CPR CELL PHONE REPAIR

Initially hired as a sales associate (2013), I refined my ability to comfortably operate in the dynamic environment presented by the sales floor. When promoted in 2015, I managed a team of five employees, ensuring we attained monthly revenue goals and profitability benchmarks.

JUNE 2012 – APRIL 2013

CUSTOMER SERVICE REP, CVS PHARMACY

Acting as my introduction to customer relations, this opportunity allowed me to develop a repertoire of communicative skills.

EDUCATION

MAY 2012

DIPLOMA, PLEASANT GROVE HIGH SCHOOL

SKILLS

- Problem-solving and decision-making
- Leadership
- Teamwork
- Communication
- Time Management
- Organization and Planning



REQUEST FOR PROPOSAL

For

Unhoused Resident Coordinator Services

PROPOSAL DUE DATE: FRIDAY, DECEMBER 20, 2019 AT 5:00 PM

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL**

For

Unhoused Resident Coordinator Services

RELEASE DATE: December 3, 2019

CLOSING DATE: Proposals must be received by Friday, December 20, 2019
at 5:00 p.m. PST at the address listed below.

CONTACT PERSON: Nickie Mastay, Administrative Services Director
925-779-7021
925-779-7002 (fax)
nmastay@ci.antioch.ca.us

Mailing address:

City of Antioch
Human Resources Department
P.O. Box 5007
Antioch, CA 94531-5007

Delivery Address:

City of Antioch/Human Resources Department
200 H St
Antioch, CA 94509

Office Hours: M-F 8:30 a.m. – 4:30 p.m.

NOTICE TO BIDDERS

Notice is hereby given that the City of Antioch invites sealed bids for Unhoused Resident Coordinator Services. Each proposal shall be in accordance with the conditions and specifications on file in the Office of the Finance Department, City Hall, 200 H St, Antioch, California 94509, where copies of said conditions and specifications may be inspected or obtained. All bids must be in the format specified, enclosed in a sealed envelope and clearly identified with bid title, name of bidder and date of bid opening.

Sealed bids shall be delivered to the Human Resources Department at the above indicated address on or before 5:00 p.m., Friday, December 20, 2019. It is the bidder's responsibility to ensure that bids are received prior to the 5:00 p.m. bid closing time as late bids will not be accepted. The City of Antioch reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of the City. Reference is hereby made to said specifications for further details which specifications, general conditions, and this "Notice to Bidders" shall be considered part of any contract made pursuant thereto.

If you downloaded this document from the City of Antioch's website, <https://antiochca.gov/rfps/>, it is the vendor's responsibility to check back with the website for any addenda that may have been issued, prior to the proposal due date.

I. INTRODUCTION

The City of Antioch is seeking proposals for unhoused resident coordinator services from qualified individuals or firms to assist the City with housing and services for unhoused residents. The goal of the request for proposal will be to have an appointment by January 6, 2020.

II. BACKGROUND

The City of Antioch was incorporated in 1872 as a general law city operating under the City Council/City Manager form of government. The City Council is responsible for adopting ordinances, resolutions, the budget, appointing commissions and committees, and hiring the City Manager and City Attorney. Antioch is a suburban city providing quality police, water, streets, parks, engineering, planning, and administrative services. The City has approximately 290 employees and an annual operating budget in excess of \$128 million.

III. SCOPE OF WORK

The following shall act only as a preliminary Scope of Work to generally communicate the City's expectations. The successful individual or firm should identify any additional services required to meet the City's expectations, price them and explain them in their response. The successful individual or firm will be expected, at a minimum, to perform the following:

- In cooperation with the Contra Costa County Department of Health, Housing and Homelessness, and Antioch CDBG staff, identify the existing unhoused resident services network/collaborative (including database & memorandums of understanding) of public/private agencies, nonprofits, community based organizations that serve unhoused individuals and families.
- Coordinate plan/response to immediate public health concerns identified by task force and community in collaboration with public works, police department, community development and/or city staff as necessary.
- Develop a plan for temporary shelter and safety (i.e. parking lots, private/public lands, hotel/motel leasing agreements, etc.) to determine the feasibility of the City developing its own transitional housing program.
- For immediate public health challenges determine locations for portable restrooms, mobile showers, laundry facilities (mobile, lease/rent), sharps disposal, and dumpsters for trash for the unhoused. Develop cost estimates for initial and ongoing costs and implement a plan to provide these services on an immediate and ongoing basis.
- For immediate shelter/safety develop initial and ongoing maintenance and operation cost estimates and determine locations for automobile/RV/Trailer parking (public/private), Conestoga Hut/Tuff Shed cabins (potential community build), refurbished shipping containers, ready built tiny homes, master leasing agreement hotel/motel rooms, rental of fairground trailer park when not in use, and other alternatives for providing shelter. This will include necessary zoning and permits to operate these types of facilities in Antioch.

- Work with groups identified in the first bullet point to identify services gaps, redundancy, and opportunities for growth.
- Explore existing models of quality unhoused services and housing programs and provide recommendations for the best alternative(s) for Antioch.
- Coordinate the delivery of a successful plan to provide transitional/permanent housing program to house Antioch's unhoused residents.
- Provide strategic guidance to City Manager and periodic updates to the Homeless Encampment Task Force Committee, City Council, and Contra Costa County Continuum of Care.
- Identify funding costs and prospective philanthropic opportunities and grants in and outside of Antioch.
- Attend community events to provide education and advice to community members on the unhoused.
- Strong written and verbal communication skills to deliver public presentations and staff reports to City Council.
- Prepares reports and correspondence as required.

This is a six (6) month assignment which may be extended on a month-to-month basis. The City Manager would like to remain flexible during the process; the process may change as the candidate pool or other circumstances require.

IV. PROPOSAL REQUIREMENTS

Each proposal shall include the following information:

- A. Principal service providers(s) must have a Bachelor's degree in Urban Planning, Public Policy, Public Administration, Business Administration, Urban Studies, Sociology, Psychology, Social Work, or Public Health. Minimum of three (3) years' experience in professional level work. Previous related public sector experience desired.
- B. Active in community organizations involved with housing and servicing the unhoused.
- C. Must have verifiable knowledge of current principles, techniques and objectives of housing and services for the unhoused.
- D. List years in business with a description of your firm including size of firm, location, number and nature of the professional staff to be assigned to provide services; with a resume for each key person listed.
- E. Describe experience (minimum three-years previous experience with proven effectiveness) you, your firm or organization has in housing and services for the unhoused.

F. Additional services offered through your firm.

G. Fee schedule:

- State your proposed method of compensation for providing the City services as described above.
- State any other costs the City may anticipate relating to the public information/press relations services to be provided and reimbursable expenses.

H. References: Provide a list of three applicable references, include name, title, and contact information for each reference as well as a brief description of the specific services provided.

I. Be aware that the City of Antioch City Managers schedule books quickly and City Council meetings are the second and fourth Tuesdays of the month.

V. SELECTION PROCESS

The City Manager may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the Request for Proposal. Criteria to be evaluated may include, at a minimum, the following:

- Background and Qualifications.
- Relevant Experience.
- Responsiveness to this Request for Proposal.
- Qualifications and experience of the individuals assigned to the project.
- Experience from within and outside California.
- Regional reputation.
- Schedule and availability.
- Cost of Services.
- Reference contact results.
- Willingness to think “outside the box” and present innovative ideas for providing the services outlined above.

VI. CONTRACT REQUIREMENTS

1. Robbins-Rosenthal Fair Debt Collection Practices Act
The successful contractor(s) must operate in accordance with ethical collection practices and obey all laws, including the Robbins-Rosenthal Fair Debt Collection Practices Act.
2. Insurance requirements: The successful contractor(s) will maintain in force, during the full term of the contract, insurance as indicated starting on page 9.

3. Indemnification Agreement: To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by the Contractor as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties of the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive, and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of the City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or section.

Remittance and Reporting Requirements: The successful contractor(s) will be required to submit to the City of Antioch regular monthly remittances and statements no later than thirty (30) days following the month of collection

VII. PROPOSAL SUBMISSION INFORMATION

- a. Inquiries concerning the RFP must be submitted via email to Nickie Mastay, Administrative Services Director, at the following email address: nmastay@ci.antioch.ca.us.
- b. Responses will not be made to telephone inquiries.
- c. Proposal Submittal: An original and three copies of complete proposals are required. The original must be clearly marked and contain original signatures and must be easily reproducible. Failure to clearly mark the original and provide original signatures will result in a proposal being found non-responsive and given no consideration.

The proposal should be submitted no later than **5:00pm on Friday, December 20, 2019** to:

Mailing address:

City of Antioch
Human Resources Department
P.O. Box 5007
Antioch, CA 94531-5007

Delivery Address:

City of Antioch
Human Resources Department
200 H St
Antioch, CA 94509

- d. The City reserves the right to reject any and all proposals submitted, to request clarifications of services submitted, to request additional information from competitors, and to waive any irregularity in the proposal. Finalist candidates or firms may be asked to present their qualifications to the City Manager. Following proposal evaluations, interviews and reference calls, the award of a contract to the successful candidate or firm will be at the sole discretion of the City Manager.
- e. The City reserves the right to cancel the awarded contract with a 30-day written notice for non-compliance of agreed upon proposed specifications.
- f. The firm chosen by the City will be required to obtain a City business license prior to starting services.
- g. The candidate or firm chosen by the City will be required to execute a Consulting Services Agreement, a template of which is attached as Exhibit A. If the candidate or firm chosen has any questions or proposed deviations to the provisions in this Agreement, those must be set forth in writing in the proposal. Otherwise, the firm shall be deemed to have accepted all provisions of the Agreement.

City of Antioch Insurance Requirements for Consultants

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing.

Commercial General Liability (CGL):

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

Automotive Liability Insurance:

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation Insurance:

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions) Insurance:

Insurance appropriate to Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) *Additional Insured Status.* The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- (2) *Primary Coverage.* For any claims related to the services provided by the Consultant, the Consultant'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 or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (3) *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be cancelled except with notice to the City.
- (4) *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (5) *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (6) *Claims made policies.* If any of the required policies provide claims-made coverage:
 - (i) *The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.*
 - (ii) *Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work.*
 - (iii) *If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.*

Certificate of Insurance and Endorsements

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

Higher limits

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Remedies

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

City of Antioch
Indemnification and Consultant's Responsibilities

1. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with council acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.
2. In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
3. Acceptance by City of insurance certificates or endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
4. By execution of this Agreement, Consultant acknowledges and agrees to the provision of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Legal Requirements

1. *Governing Law.* The laws of the State of California shall govern this Agreement
2. *Compliance with Applicable Laws.* Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
3. *Other Governmental Regulations.* To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
4. *Licenses and Permits.* Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In additions to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
5. *Nondiscrimination and Equal Opportunity.* Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of the Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

6. *Prevailing Wages.* Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

EXHIBIT 'A'

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
[NAME OF CONSULTANT]**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and _____ ("Consultant") as of _____.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the services described in the Scope of Work attached as the Request for Proposal (RFP) at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Request for Proposal (RFP), the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on _____, the date of completion specified in the Request for Proposal (RFP) and Consultant shall complete the work described in the Request for Proposal (RFP) prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed bid pricing in the Request for Proposal (RFP). Total charges for services will be on a price times volume basis, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to

Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- The beginning and ending dates of the billing period;
- Detail accounting of service billing elements and volume and Total Services Fees

2.2 Payment Schedule.

2.2.1 The Consultant shall make payments monthly, based on accounts received, according to the Request for Proposal (RFP).

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.5 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing

records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

- 4.1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.
- 4.2. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 4.3. **Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- 4.4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 4.5. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - 4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- 4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor'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, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 4.5.4 *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:
- 4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
- 4.5.6.3 If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

4.6. Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- 4.7. **Subcontractors**. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insured's.
- 4.8. **Higher limits**. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 4.9. **Special Risks or Circumstances**. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.
- 4.10. **Remedies**. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:
- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
 - Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

- 5.1 CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.
- 5.2 In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees,

agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- 5.3 Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
- 5.4 By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 5.5 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant

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

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

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

- 7.6 Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract

Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit B not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit B that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

- 9.2 Confidentiality.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.
- 9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 Intellectual Property.** The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of

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

- 10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered Lisa Saunders, Finance Services Supervisor ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Nickie Mastay
Administrative Services Director
City of Antioch
PO BOX 5007
Antioch, CA 94531-5007

Any written notice to City shall be sent to:

City Manager
City of Antioch
PO Box 5007
Antioch, CA 94531-5007

10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit B, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

(all signatures are on the next page)

CITY:

CITY OF ANTIOCH

Ron Bernal, City Manager

Attest:

Arne Simonsen, City Clerk of City of Antioch

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

[NAME OF CONSULTANT]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: Bailey Grewal, Interim Public Works Director/City Engineer *BG*

SUBJECT: Update on Pedestrian and Traffic Improvements

RECOMMENDED ACTION

It is recommended that the City Council receive and file.

FISCAL IMPACT

There is no fiscal impact with the action recommended. Various funding sources have been utilized and are budgeted to implement various improvements associated with pedestrian and traffic improvements.

DISCUSSION

On August 13, 2019 Council requested Staff to provide an update on activities the City has completed and is expected to perform to address traffic and pedestrian related issues. Staff is actively pursuing means to improve traffic and pedestrian safety throughout the City.

Over the past year, 103 ADA accessible curb ramps have been installed in various areas. Our concrete repair program has repaired 30,630 square feet of sidewalk that contained trip hazards.

The Engineering Division worked with the staff of Antioch Middle School to install pedestrian crossing improvements on D Street. Utilizing funds obtained through a Transportation Development Act ("TDA") Article 3 Pedestrian/Bicycle Grant, a set of Rectangular Rapid Flashing Beacons ("RRFBs") were installed at the primary crossing in front of Antioch Middle School. A total of seven curb ramps were installed along the roadway and school crossing signage and legends were upgraded. These improvements were completed April 2019.

Included on a separate agenda item to be considered by Council tonight, staff is requesting to apply for another TDA grant to perform pedestrian improvements in the vicinity of Fremont and Turner Elementary Schools. Improvements to access to these two schools were identified by the AUSD as top concerns. Subject to this TDA grant, staff is

proposing construction crossing improvements to a central location into Fremont Elementary school and to upgrade signage and pavement markings along F Street and 13th Street adjacent the school. Radar and warning devices are proposed on Delta Fair Blvd between Belle Drive and Kendree Street. Upgrades to curb ramps, signage and street markings are also considered to be performed on the streets surrounding the school.

The City has replaced failing pedestrian crossing warning systems on 18th Street adjacent Antioch High School with modern RRFBs.

The Street Division performs yearly lighting and reflective testing over the entire City. This effort consists of performing nighttime surveys of existing facilities. Street lights found to be failing are replaced. Signage lacking appropriate reflectivity are replaced and brought to current standards.

The City adopted a traffic calming ordinance on December 12, 2017. This ordinance provides guidelines for residents to request the installation of speed bumps within their neighborhoods. Due to restructuring and reduced staff within the Engineering Division, implementation of a program to construct the traffic calming facilities has been delayed. Staff is currently working on developing construction specifications that will allow the procurement of a contractor to construct the required facilities. Resident ballots that will provide neighborhoods the opportunity to approve the construction of speed bumps are being drafted. Installation of speedbumps is expected to commence this summer.

In addition to the above performed or proposed improvements, the City has recently been awarded a \$64,800 grant through the Highway Safety Improvement Program ("HSIP") to fund the development a Local Road Safety Plan ("LRSP"). The LRSP offers a proactive approach to addressing safety needs and demonstrates the City's responsiveness to public safety challenges. The LRSP will provide the City with an opportunity to address unique road safety needs. This document will create a framework to identify and analyze safety problems throughout the City and provide recommendations for safety improvements. Staff will be partaking in an introductory webinar on January 23rd which will begin the process.

ATTACHMENTS

None

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2020
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Forrest Ebbs, Community Development Director *FE*
SUBJECT: Housing Law and RHNA Update Presentation

RECOMMENDED ACTION

It is recommended that the City Council receive a presentation on recent updates to housing law in California and the Regional Housing Needs Allocation process and offer any questions.

FISCAL IMPACT

There is no fiscal impact to the City from this item.

DISCUSSION

As the San Francisco Bay Area emerged from the recession and housing collapse of the late 2000s and early 2010s, its economy grew rapidly, led by the technology industry. During this recent period of exceptional economic growth, the provision of housing was greatly outpaced by new and higher-paying jobs. As a result, the region experienced major changes to its housing and affordability composition and now faces a significant housing shortage. In response to these dynamics and similar conditions statewide, the State of California has recently enacted several laws to promote the development of additional housing. This presentation will identify the most significant laws affecting the City of Antioch and will describe their potential implications.

In addition, the San Francisco Bay Area is beginning a new Regional Housing Needs Allocation ("RHNA") process. Derived from State housing law, the RHNA process prescribes the minimum number of housing units that each local agency must plan for. In Antioch's case, the RHNA process is managed by the Association of Bay Area Governments ("ABAG"), which is the region's Council of Governments ("COG"). Forrest Ebbs, Community Development Director, currently sits on the Methodology Committee for this RHNA cycle and will provide an update on the overall process as well as the purpose and progress of the Methodology Committee.

ATTACHMENT

A. Presentation

ATTACHMENT A

JANUARY 28, 2020

FORREST EBBS

COMMUNITY DEVELOPMENT DIRECTOR

Housing Law & RHNA Update

Housing Laws

- ▶ Tenant Protections
- ▶ Streamlining, Increasing Density, and Reducing Barriers to Production
- ▶ Accessory Dwelling Units
- ▶ Surplus Land, Planning and Impact Fee Data
- ▶ CEQA and Housing
- ▶ Funding

Tenant Protections

- ▶ AB 1482 (Chiu)
 - ▶ Enacts a cap of 5 % plus inflation per year on rent increases for the next 10 years
 - ▶ Changes eviction process for certain tenants
 - ▶ Eviction may only be used for lease violations
 - ▶ Otherwise, relocation assistance is required
 - ▶ Rights establish after one year of occupancy

Does not apply to:

- ▶ Single-family rentals, unless owned by large corporations
- ▶ Projects under construction
- ▶ Project already under rent control
- ▶ Vacant units

1/2

Tenant Protections

- ▶ AB 1110 (Friedman)
 - ▶ Required 90-day notice (rather than 60-day notice) for a rent increase of over 10% for a month-to-month tenant
- ▶ SB 329 (Mitchell)
 - ▶ Prohibits landlord from discriminating against tenants who rely on housing assistance such as Section 8 housing vouchers
- ▶ SB 18 (Skinner)
 - ▶ Extends current law that requires a 90-day notice to a tenant before their tenancy is terminated due to a foreclosure of the rental property

Streamlining, Density, Production



- ▶ SB 330 (Skinner)
 - ▶ Local agencies may not:
 - ▶ Change development standards after a “preliminary application” is submitted
 - ▶ Request new information after the initial review of the project
 - ▶ Increase fees during a project application period unless already scheduled
 - ▶ Hold more than five public hearings on a project that complies with standards
 - ▶ Downzone land that is currently designated for housing
 - ▶ Establish a moratorium on housing
 - ▶ Imposing subjective design standards
 - ▶ Limit or cap the number of land use approvals in a time period

Streamlining, Density, Production



- ▶ AB 1763 (Chiu)
 - ▶ Allows for 80% or unlimited density bonus for projects within ½ mile of a major transit stop.
 - ▶ Project must be 100% affordable with no more than 20% moderate

- ▶ AB 1485 (Wicks)
 - ▶ Clarifies SB 35, which makes certain housing projects “exempt” under CEQA

Streamlining, Density, Production



- ▶ AB 101
 - ▶ Requires “by-right” approval for navigation centers to move homeless into permanent housing

- ▶ AB 430 (Gallagher)
 - ▶ Streamlined process for Camp Fire reconstruction efforts

- ▶ AB 1783 (Rivas)
 - ▶ Streamlined process for farmworker housing

Accessory Dwelling Units

- ▶ AB 68 (Ting)
 - ▶ Local agencies must approve or deny an ADU project within 60 days of receiving a complete building permit application
 - ▶ Local agencies may NOT approve a local ordinance that:
 - ▶ Imposes minimum lot size requirements for ADUs,
 - ▶ Sets certain maximum ADU dimensions (square feet),
 - ▶ Requires replacement off-street or covered parking when an existing garage, carport or covered parking structure is converted to an ADU,
 - ▶ One ADU and one Junior ADU are allowed when criteria are met
 - ▶ ADUs are allowed in multifamily buildings
 - ▶ Boiler rooms, recreation rooms, storage rooms can be converted to additional units

Accessory Dwelling Units

- ▶ SB 13 (Wieckowski)
 - ▶ Owner-occupancy of the ADU or primary dwelling can NOT be required

- ▶ AB 587 (Friedman)
 - ▶ ADUs may be sold/conveyed separately from primary dwelling
 - ▶ Tenancy in common / Condominium

- ▶ AB 670 (Friedman)
 - ▶ Homeowner's Association (HOA) may not prohibit ADUs

- ▶ AB 671 (Friedman)
 - ▶ Housing Elements must have policies to promote ADUs
 - ▶ HCD must list grants and financial incentives for ADUs by 12/31/2020

Surplus Land, Planning, Impact Fee Data



- ▶ AB 1486 (Ting)
 - ▶ Local agencies must FIRST offer surplus land for affordable housing development
 - ▶ Local agencies must provide information about disposition process to HCD
 - ▶ Fines for non-compliance may be 30-50% of sales price

- ▶ SB 6 (Beall)
 - ▶ Housing Element must include list of all land suitable for residential development.

- ▶ AB 1255 (Rivas)
 - ▶ Local agencies must submit a list of surplus land to HCD by April 1 of each year and to interested parties.

- ▶ AB 1483 (Grayson)
 - ▶ Local agencies must make information available on Development Impact Fees, Nexus studies, zoning ordinances and standards, annual fee reports, etc.

CEQA and Housing

- ▶ AB 1560 (Friedman)
 - ▶ Defines “major transit stop” to include bus rapid transit
 - ▶ Implications on CEQA exemptions, Density Bonus law, etc.
- ▶ SB 755 (Caballero)
 - ▶ States that pursuing funding through the No Place Like Home program is not a project under CEQA
 - ▶ Requires consistent standards between supportive housing and regular
- ▶ AB 1197 (Santiago)
 - ▶ Exempts supportive housing and emergency shelters from CEQA in L.A.

Funding

- ▶ AB 1487 (Chiu)
 - ▶ Created the Bay Area Housing Finance Authority (BAHFA)
 - ▶ Will be governed by Metropolitan Transportation Commission, but is separate
 - ▶ BAHFA can place ballot measures to generate funding for affordable housing

- ▶ AB 116 (Ting)
 - ▶ Enhanced Infrastructure Financing Districts (EIFDs) no longer require voter approval to issue bonds; local agency can issue

- ▶ SB 196 (Beall)
 - ▶ Land owned by a Community Land Trust (CLT) can be exempt from property tax under the welfare exemption from acquisition through construction

- ▶ AB 1743 (Bloom)
 - ▶ Exempts welfare exempt lands from Community Facilities Districts (CFD)

Housing Law Update



QUESTIONS?

JANUARY 28, 2020

FORREST EBBS

COMMUNITY DEVELOPMENT DIRECTOR

RHNA Update

- ▶ What is RHNA and why is it important?
- ▶ Streamlining, Increasing Density, and Reducing Barriers to Production
- ▶ Accessory Dwelling Units
- ▶ Surplus Land, Planning and Impact Fee Data
- ▶ CEQA and Housing
- ▶ Funding

What's RHNA and why is it important?

Regional Housing Needs Allocation (RHNA)

- 1969 – California required all local governments to plan for the housing needs of everyone in the community.
 - Housing Element
- California Department of Housing and Community Development (HCD)
 - Provides Regional Housing Needs Determination for each Council of Governments (COG).
 - Works with local COGs to determine final assessment.
 - Reviews Housing Elements to determine compliance with RHNA.
 - Does NOT allocate units to individual local agencies.

1/2

What's RHNA and why is it important?



- Role of the region and local governments
 - ABAG, in conjunction with the Housing Methodology Committee, develops a methodology to distribute housing units by income for the Bay Area region.
 - Local governments are to participate in the development of allocation methodology and to update their Housing Elements and local zoning to demonstrate how the units will be accommodated.

Overview

- Assembly of 37 stakeholders and representatives
 - City, Town, and County staff
 - Elected officials
 - Housing Advocates
 - Non-profits
 - Housing Developers
 - Labor
- Coordinated by Association of Bay Area Governments (ABAG)
- Meets monthly in Oakland or San Francisco (Oct. 2019 – May 2020)



Committee Responsibilities

- Establish a methodology to distribute the units among the various local jurisdictions.
- Determine methodology for the allocation of income types:
 - Very Low
 - Low
 - Moderate
 - Above Moderate

RHNA METHODOLOGY
COMMITTEE



Considerations

14 statutory factors must be considered:

1. Existing and projected jobs and housing relationship;
2. Sewer or water capacity;
3. Availability of land suitable for urban development;
4. Lands protected from urban development;
5. County policies to preserve prime ag. land;
6. Distribution of household growth assumed for regional transportation plans and opportunities to maximize use of transportation infrastructure;
7. Agreements to direct growth toward incorporated areas;



Considerations

14 statutory factors must be considered:

8. Loss of units due to expiring affordability contracts;
9. Percentage of households paying more than 30% and more than 50% of income in rent;
10. Rate of overcrowding;
11. Housing needs of farmworkers;
12. Housing needs due to a university;
13. Loss of units due to a state of emergency that have yet to be rebuilt or replaced; and
14. Region's GHG emissions targets.



Timelines & Milestones

- ▶ September 2019 – Plan Bay Area 2050 and RHNA Kickoff
- ▶ January 2020 - Jurisdiction survey on RHNA Factors
- ▶ April 2020 – HCD issues RHND
- ▶ May/June 2020 – Release and hold public hearings on the proposed methodology
- ▶ September 2020 – Release of draft methodology & submit to HCD for review
- ▶ January 2021 – Adopt final methodology and release draft allocations

**RHNA METHODOLOGY
COMMITTEE**



Timelines & Milestones

- ▶ March 2021 – Deadline to appeal draft allocation
- ▶ May 2021 – Public hearing on appeals and issue final allocation
- ▶ July 2021 – Public hearing to adopt final allocation
- ▶ August 2021 – HCD determination of consistency with Housing Element law
- ▶ December 2022 – Local governments adopt Housing Element update



Recommended Methodology

Building Housing near Jobs
&
Build Jobs near Housing

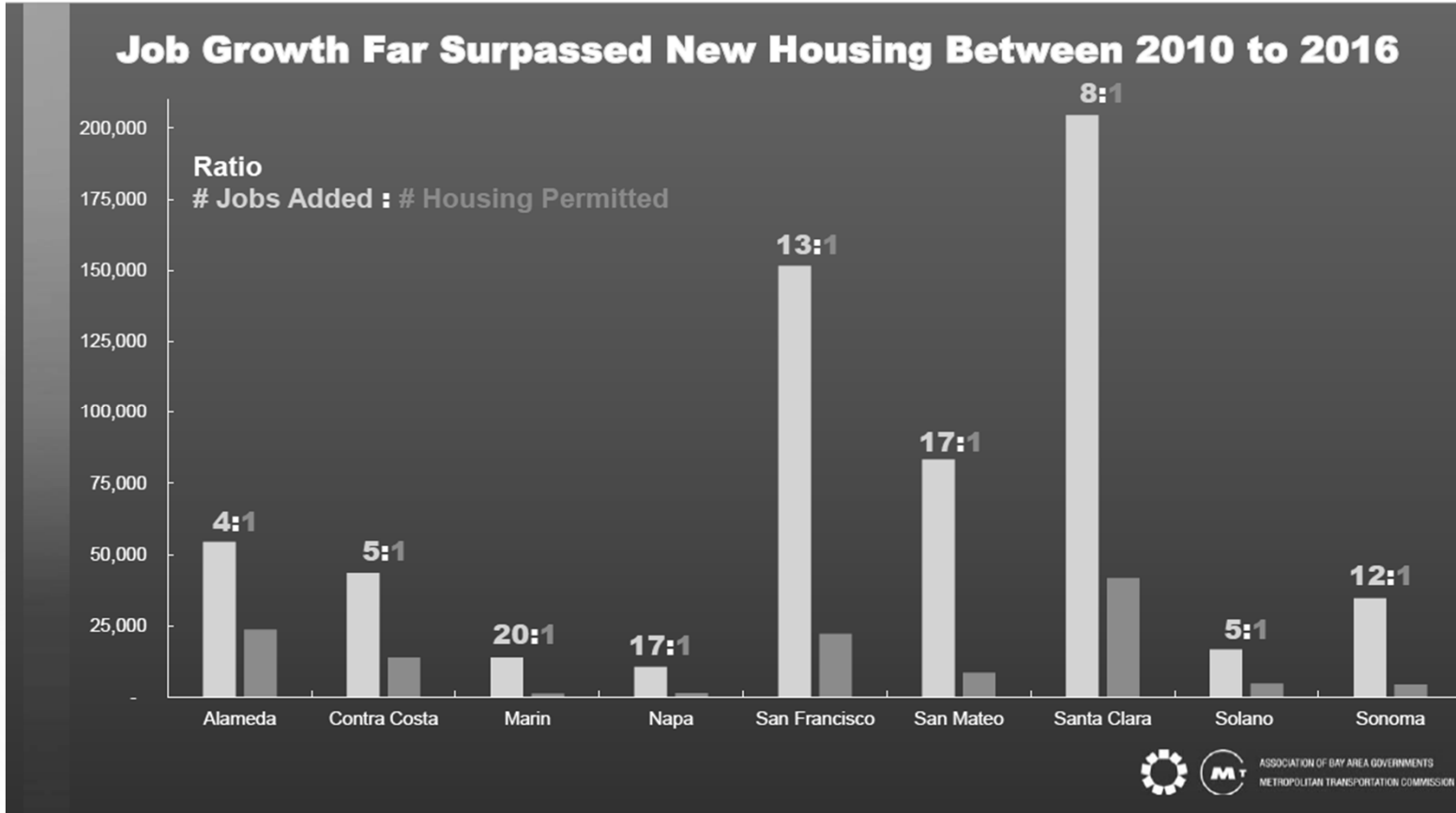
**RHNA METHODOLOGY
COMMITTEE**



Recommended Methodology

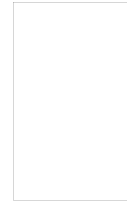
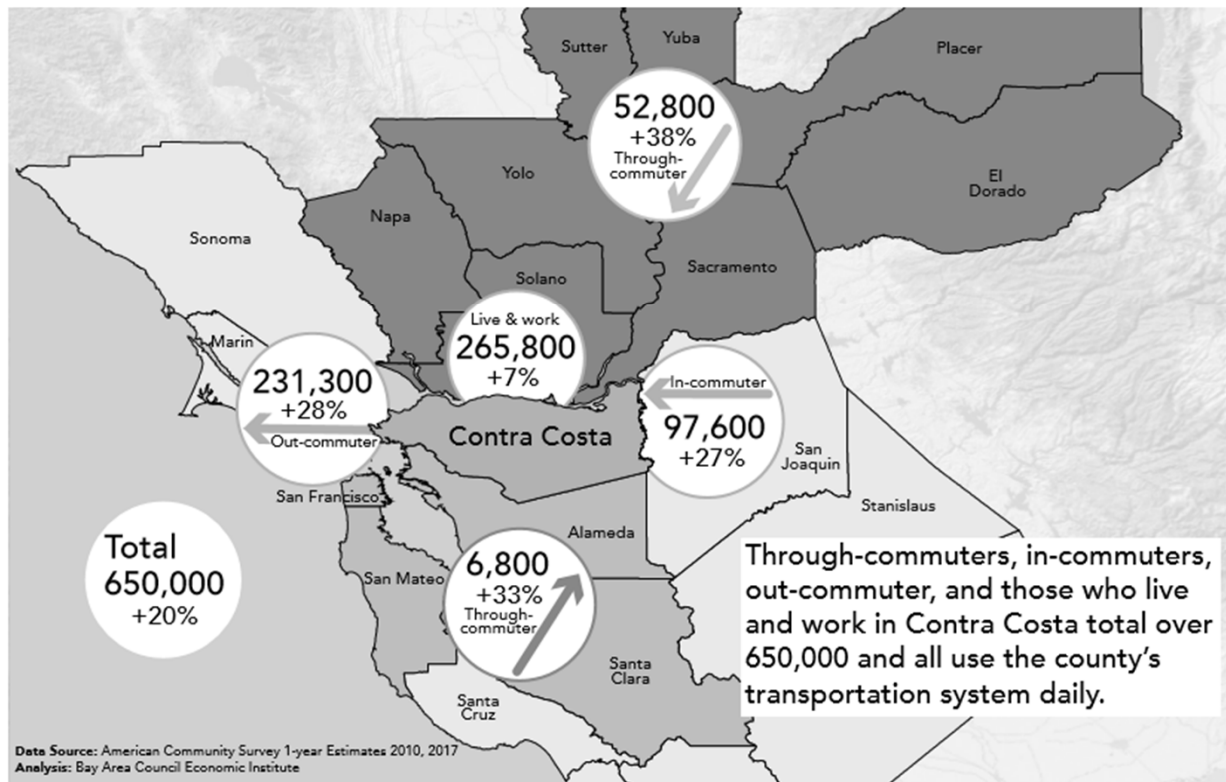


RHNA METHODOLOGY
COMMITTEE



Recommended Methodology

Since 2010, through-commutes using county infrastructure have jumped



RHNA Update

QUESTIONS?

JANUARY 28, 2020

FORREST EBBS


COMMUNITY DEVELOPMENT DIRECTOR



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nancy Kaiser, Parks and Recreation Director 

SUBJECT: Civic Enhancement Grants

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the 2019-2020 Civic Enhancement Grants.

FISCAL IMPACT

The Civic Enhancement Grant Program is included in the approved Budget. City Council approved \$50,000 each year for Fiscal Year 2019-20 and Fiscal Year 2020-21 from the General Fund to support the grant program.

DISCUSSION

Antioch's community nonprofit organizations play an important role in the vibrancy of the community and in 2018 the City Council initiated a Civic Enhancement Grant program to provide an open application process for funding nonprofits; developing an objective process for reviewing requests, and a timeline that was clear and easy to follow.

City staff administers the grant program and the Parks and Recreation Commission reviews the applications and provides a recommendation to City Council for final approval.

The 2019-20 Grant application period opened August 2019 and applications were due October 1, 2020. The Parks and Recreation Commission appointed an Ad-Hoc Committee to complete the initial review of applications and provide a priority ranking to the Commission. The Committee met on November 4, 2019 to review and rank the applications.

The City received eleven applications for grant funding to support projects and/or programs in 2020. The total amount of funding requested is \$77,800, which exceeds the budgeted amount of funding for this year's program.

On December 12, 2019 the Parks and Recreation Commission approved a recommendation to City Council to fund nine applications totaling \$50,000 in grant funding. The recommendation is outlined as follows.

Name of Applicant	Committee Ranking	Amount Requested	Amount Recommended	Project Summary
Celebrate Antioch Foundation	1	\$30,000	\$20,000	July 4 th Fireworks and Winter Holiday
El Campanil Theatre	2	\$10,000	\$ 8,000	Children's Theater Program
Soroptimist of Antioch	3	\$ 6,000	\$ 4,000	Fund support for "The Get Real Academy"
Delta Blues Festival	4	\$ 5,000	\$ 5,000	Benefit Concerts
Antioch Historical Society Museum	5	\$ 4,500	\$ 4,500	Improvements to exhibits and technology
Delta Veteran's Group	6	\$10,000	\$ 5,000	Veteran's Memorial Banner Program
Delta Veteran's Group	7	\$ 1,500	\$ 1,500	2020 Veteran's Day Parade
Be Exceptional	8	\$ 2,500	\$ 1,000	Expand programs for Youth With Special Needs
The Drama Factory	9	\$ 4,800	\$ 1,000	Support Production Fees/Costs
		\$74,300	\$50,000	
TOTAL AMOUNT FUNDED				
Name of Applicant	Committee Comments	Amount Requested		Project Summary
Brentwood Community Chorus	Not as strong a connection to Antioch	\$1,000	-NA-	Funding to pay for instrumentalists and accompanist
Delta Veteran's Group	Application needs more detailed information	\$2,500	-NA-	Softball Tournament of Hero's

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING CIVIC ENHANCEMENT GRANTS TO {INSERT NAME OF RECIPIENTS
AFTER APPROVAL} FOR FISCAL YEAR 2019-2020**

WHEREAS, it is the City’s goal to assist nonprofit organizations by creating and implementing a grant program to fund civic events and enhancement projects in an objective and efficient manner;

WHEREAS, the Fiscal Year 2019-2020 Budget authorized funding for a community grant program;

WHEREAS, the City conducted an open process to accept grant applications and encouraged all community organizations to submit applications; and

WHEREAS, the Parks and Recreation Commission reviewed all applications and recommends approval and funding for nine programs and projects that support the community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the 2019-2020 Civic Enhancement Grant awards to {insert name of recipients after approval}.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager to execute grant agreements and disburse funds.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 28th day of January, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH**

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 28, 2020
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Ron Bernal, City Manager *REB*
SUBJECT: Vision and Strategic Plan 2019-2029 Update

RECOMMENDED ACTION

It is recommended that the City Council receive the Vision and Strategic Plan 2019-2029 Quarterly Update, and review and file the progress report.

FISCAL IMPACT

There is no fiscal impact to receive and review the update however, the priorities, goals and strategies will continue to influence future Council action and budget resources.

DISCUSSION

The City Council adopted a Vision and Strategic Plan 2019-2029 in March 2019 to serve as a platform and foundation for goal-setting and decision-making over the next ten years. Staff provided a six-month update to the City Council in November 2019. Council asked that future updates be quarterly. Quarterly updates and progress reports are provided to inform budget decisions and project priorities. Council will have the opportunity to review and discuss the quarterly report.

ATTACHMENT

- A. Strategic Plan Detailed Status Update
- B. Power Point Presentation – Vision and Strategic Plan

City of Antioch

Vision and **Strategic**

Plan

2019-2029

Opportunity Lives Here

Revitalize • Enhance • Transform



Executive Summary

Antioch will soon celebrate a key milestone in the City's history- a sesquicentennial 150 years as a city that has shaped the history and influenced the development of the East Bay and its inland waterways. Looking forward, the Antioch City Council has drafted a 2019-2029 Vision and Strategic Plan to help the City prioritize its efforts; allocating both fiscal and human resources to achieve a shared Vision and Goals for creating a new legacy. The Plan is the result of a comprehensive review of the City's current operations and finances, Quality of Life Surveys, interviews with staff and many discussions with City Council members.

The Process

Following the initial Quality of Life survey, Council and staff leadership participated in a study session to review the findings and conclusions of the survey results and apply the information to future goals. Residents expressed a desire to see improvement in the City's service delivery and better management of fiscal resources, while identifying public safety as their top concern.

2

The second Quality of Life survey demonstrated a better understanding of City services by more residents as well as a desire to improve and enhance community amenities such as attractive landscaping and youth engagement programs. City Council hosted a "visioning" workshop in 2018 to explore more aspirational goals that would better define its shared vision for the City.



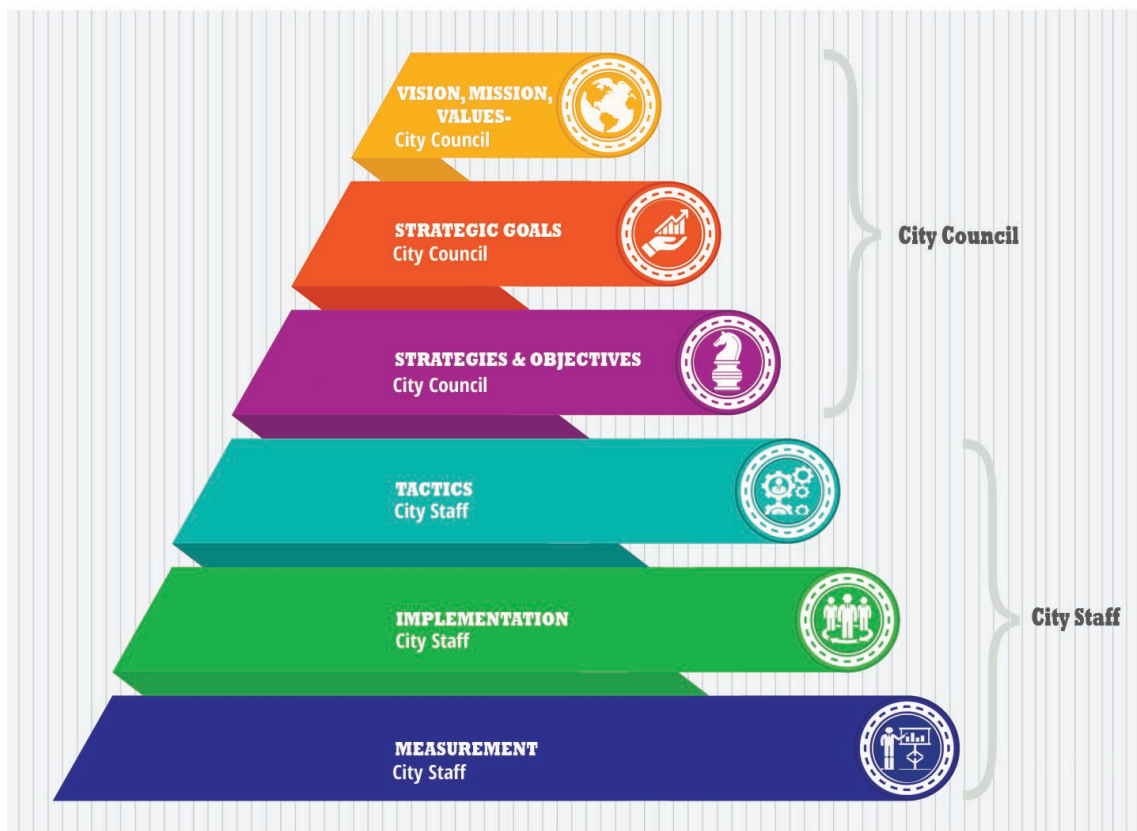
Meetings and workshops were open to the public and resulted in updates to the City's Mission, Vision and Values statements. Goal categories were identified to guide the City's future operations. The City Council hosted a final Vision and Strategic Plan Workshop on February 2, 2019 to refine priorities and goals.

The role of the City Council is to establish Goals based on community input and fiscal viability. The City Manager along with the City Council develop strategies to achieve those goals. City staff, under the direction of the City Manager, will develop specific tactics to implement the City Council's plan.

This Strategic Plan is meant to serve as a living and working document and will be reviewed and updated in conjunction with the bi-annual budget process. The intent of the plan is to accomplish the following:

1. Establish direction for the next five to ten years
2. Align the City's resources with its strategic direction
3. Seek community engagement to guide and update the plan
4. Bring leadership, teamwork, and innovation to the City's operations

There is a relationship that connects the various components of the strategic plan and provides a hierarchy for addressing the framework to move the City forward. Each level builds upon the other resulting in a vibrant, engaging community with quality City services.



The 2019-2029 Vision and Strategic Plan identifies key opportunities outlined as goals, and strategies. There are programs, projects and initiatives suggested by the public, staff or City Council over the course of its development. The Goals represent the highest priorities noted by City Council throughout the process. As the plan is updated, and new resources identified, the City may adapt and revise accordingly. As Antioch prepares to celebrate and honor 150 years of Cityhood, the City will be better positioned to achieve its long-term vision.

Development of the Plan

With the assistance of Consultants RGS, a comprehensive review and research of City documents was an important part of the strategic planning process including, but not limited to:

- Annual Budgets;
- Five Year Capital Improvement Plan;
- City Council Meetings
(Agendas, Minutes and Broadcasts);
- News Articles, Prior Election Results and Other
Published Materials;
- Demographic Data;
- Economic Trends (Local and Regional); and
- Survey Results (FM3)



City Council and Staff Interviews

Staff participation and input is critical to the implementation of a successful Strategic Plan. Individuals representing all departments were engaged in a series of interviews and were asked to identify the City's strengths and weaknesses.

Interviews were held onsite at City Hall and via conference calls with the management team and key staff members from all City departments. The consulting team also met individually with the Mayor and Council members to discuss their goals for the Strategic Plan and learn more about their priorities for the City.

Council Study Session

The Antioch City Council and leadership staff participated jointly in one-day Study Sessions in 2018 and 2019. The purpose of the sessions was to identify areas of concern and appropriate priorities for the City moving forward. Discussion revolved around the following topics:

- What should the City's main priorities be now and in the future?
- How can the City best address its fiscal challenges?
- What types of housing and business development does Antioch need to remain viable?
- How can the City retain critical staff and create a productive and positive work environment for employees and contractors?



Similar to all the strategic planning sessions, the study sessions invited members of the public to share their priorities and comment on Council's vision.

We not only live with our day-to day decisions, but we must be responsible for long- range decisions, the results of which may not show up for several hundred years
-William Penn Mott, Jr

Mission, Vision and Values

Updating the City's Mission, Vision and Values provides a new and exciting platform to grow and develop Antioch into a thriving community, one every citizen can be proud to call home. The City Council envisions a bright future and the new mission, vision and values will guide Staff and Council towards new projects and planning efforts to provide an exceptionally high quality of life.

Vision

Antioch is a desired destination in the Bay Area:

Building on our historic legacy, creating bright opportunities for families to grow, offering places to play, enabling businesses to thrive and cultivating a unique downtown experience

6

Mission

To deliver quality services with integrity,
excellence and innovation

Values

*Integrity • Honesty • Respect
Diversity • Transparency • Innovation
Fiscal Responsibility
Accountability*

Aspirational Priorities

The Strategic Planning process identified organizational priorities for the City of Antioch to direct resources during the next five to ten years. These organizational priorities are highlighted during the budget process, annual strategic plan review, and the development of individual department or service area goals. As a result of the February 2, 2019 City Council Workshop, twelve aspirational priorities were recognized as highly important for the community:

- **Beautification of corridors community wide**
Priority corridors include L Street, A Street, Wilbur Avenue and Somersville/Auto Center Drive, along with general landscape improvements in medians.
Status: Ongoing
- **Blight Eradication**
Comprehensive elements such as code enforcement, work crews, illegal dumping.
Status: Ongoing
- **Civic Center**
Including a central Library branch and other amenities.
Status: Not yet started
- **Community Cameras**
License plate readers, body cameras.
Status: Ongoing
- **Community Center/ Town Square in the Historic District.**
Status: Not yet started
- **Conference Center**
Serving the entire community.
Status: Not yet started
- **Hillcrest Specific Plan Area**
The BART Station is a central element.
Status: Ongoing

■ **Marina**

Develop a more robust water adventure centric center and river walk. **Status: Not yet started**

■ **Mobility Plan**

A system that balances the needs of all residents – connecting ferries to trains, to transit, to bicycles, to roads.

Status: Not yet started

■ **Senior Services**

Ensuring that older residents have opportunities to age gracefully and spend quality time in healthy activities.

Status: Ongoing

■ **Solar**

Community-wide attention to being a green community.

Status: Ongoing

■ **Youth Programs**

Increasing activities and services during out-of-school time.

Status: Ongoing

The organizational priorities address key areas of interest shared by citizens, staff and the City Council. It is breath-taking to envision an attractive waterfront with adventures, unique shopping and dining experiences, and perhaps a new civic center. Antioch has become a friendly place to do business, helping businesses to quickly and efficiently thrive in our community. Through corridor beautification our City will be a clean and attractive place for our citizens and businesses.



With the expansion of Bay Area Rapid Transit (BART) Antioch is directly connected to San Francisco. From the river to the hills, residents of all ages can enjoy well-traveled, highly attractive transportation options. As the riverfront develops, connections between BART, Amtrak, and bus stations will be joined by a newly established Ferry Terminal.



Community events such as Farmer's Market, summer concerts, art shows and citywide festivals encourage families to stay local and attracts visitors from throughout the Bay Area. Recreational opportunities ensure that programs are available for people of all ages – from

infants to active adults. Creative partnerships with medical providers, local schools, sports program providers and community groups ensure healthy lifestyles for our community.

Antioch is positioned to become a leading hub of technology for East and Central Contra Costa County. Whether it is the critical placement of solar energy or the use of community cameras, technology will contribute to a high quality of life. Attractive incubators will allow small businesses to enjoy a welcoming environment to create and grow entrepreneurial enterprises that employ local residents. Areas within the community such as the Contra Costa Fairgrounds & Event Center have the ability to grow and re-invent their purpose.



Benchmarks

On an annual basis during the budget process staff will provide progress reports to the City Council and the community on the implementation of the Strategic Plan, citing specific examples of fulfillment. City Council, along with citizens, should continue to highlight the aspirations of the Plan and regularly communicate the vision. Achieving our goals to meet the priorities set forth in the ten-year plan will position Antioch to be a desired destination within the Bay Area.

Summary and Recommendations

Following the adoption of the Vision and Strategic Plan, individual City Departments will incorporate the Goals and Strategies into work plans so that staff can focus on the aspirational priorities. The City Council will review the

2019-2029 Vision and Strategic Plan every two years to gauge progress towards achieving its goals.

The Goals and Strategies are included in this Vision and Strategic Plan. They are referenced as a second chapter of the plan to stay focused on the eleven priorities.

Reviewing the over-arching Vision and Strategic Plan is best achieved prior to the development of the City Budget every two years. The goals and strategies should be reviewed annually, which allows for updates and recommendations for change.

City of Antioch

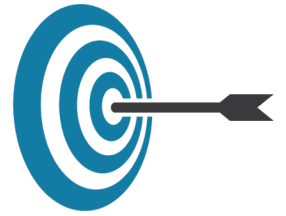
Goals and Strategies

2019-2029



Goals and Strategies

The Goals included in this Plan are intended to support elements of the aspirational priorities that were identified by the City Council (with community's input). The Goals also address key functions of the City that are important for sustaining a viable local government and ensuring a high quality of life for all residents. Strategies aid staff in directing fiscal and human resources towards implementation and measurement of the goals.



Goal 1. Ensure the City's Continued Financial Stability

The City Council and community value the City's commitment to maintaining adequate reserves and working with a balanced budget. Strategies to support this Goal include:

- **Maintain sound fiscal policies regulating debt and establish parameters for reserves.**

Status: **Completed.** Debt Policy adopted by City Council in March 2018. Budget stabilization Fund established in FY18 and reserve policy in adopted 2019-21 budget resolution.

- **Prioritize use of discretionary funds based on the 2019-2029 Strategic Plan Goals.**

Status: **Ongoing with each budget cycle.** Refer to adopted 2019-20 Budget.

- **Seek local, regional and federal grant opportunities to support City projects, programs and initiatives.**

Status: **In Process.** Pursuing Prop 1 grants for infrastructure in newly annexed areas and Creek Restoration. Seeking to add roads into East Contra Costa Regional Fee and Financing Authority (ECCRFFA) project list to expedite construction. Applied for Transportation Development Act Grant. Applied for Grant Funding Assistance for developing road safety plan. Received CalRecycle Rubber Asphalt Grant.

- **Explore revenue generating/cost saving opportunities through the development of alternative energy sources, desalinization, and/or other viable means.**

Status: Completed and Ongoing. Completed construction of the Lone Tree Golf Course Solar Photovoltaic System. Initiated Design of the Brackish Water Desalination Plant.

- **Provide transparency in all activities related to municipal finance and ensure that financial records are accurate, reliable and timely.**

Status: Completed and Ongoing. Implemented the use of BRIVO to monitor and improve inventory control at Central Stores. Replaced meter reading software (Connect) to better assist customers with consumption reports and leak detection. Replaced backflow inventory and record-keeping system (Xc2) to a web-based asset management system enhancing the effectiveness of the Backflow Prevention Program. For Ongoing items: Replaced 14 large water meters to ensure accurate meter consumption. Updating fleet tracking software by establishing Wi-Fi to better track vehicle fleet maintenance, maintenance costs and service scheduling; even remotely.

- **Explore options to reduce pension liabilities**

Status: Completed. City Council approved beginning to pay the full ADC (Actuarial Determined Contribution) annually for OPEB (Other Post-Employment Benefits) starting in FY20 with Budget Stabilization funds.

Goal 2. Support Public Safety

Public Safety continues to be a top priority for the City Council. In this context, Public Safety includes law enforcement, and maintenance and improvement of infrastructure such as roadways and the water system. Strategies include:

- **Ensure adequate funding for appropriate levels of staffing for law enforcement personnel.**

Status: Ongoing. Funded 115 officers in FY2019-21 budget with 1% sales tax funding. Hired 111 officers. Continue to Annex new residential subdivisions and units into the Police Protection Community Facilities District (CFD).

- **Support local and regional partnerships for mutual aid.**

Status. Ongoing. Led and hosted quarterly East County Disaster Committee along with county-wide meetings and trainings.

- **Continue to update emergency operations plan(s) and ensure appropriate staff training and engagement for implementation.**

Status: Ongoing. Updated GIS Datasets to address data provided to APD to be synchronized with emergency response system, address response to in-construction development, and improve response accuracy to existing areas. Creation of Evacuation Polygon data to support emergency preparedness and mutual aid support in the event of an emergency (estimated to be completed June 2020)

- **Support emergency preparedness throughout the community.**

Status. Ongoing. Maintained CalOES and FEMA certifications for City staff assigned to the EOC; reviewed emergency operation plan and qualified consultants.

- **Maintain safe, well-lit streets and roads.**

Status. Completed and Ongoing. Maintained or replaced 1,456 signs and installed 204 new signs. Repainted 16.5 miles of striping throughout the City. Applied 12,800 lbs. of Thermoplastic throughout the City to enhance retro-reflectivity of traffic marking stripes. Utilized “Proactive Pothole Crew” that filled 3,070 potholes with 18.33 tons of Cold Patch. Replaced 12,890 worn or damaged raised pavement markers. Removed 477 cubic yards of debris throughout City Streets and rights of ways. Paved

approximately 2,000 tons of asphalt roadway by way of neighborhood level course treatments, grinding and patching.

- **Monitor treatment, storage and delivery systems to ensure safe, reliable delivery of water.**

Status. Completed and Ongoing. Completed annual testing of the 3,368 Backflow preventers owned and maintained by the City that protect the City's water system from backflow and back siphonage of potentially contaminated water sources. Preventive maintenance completed to the City's Pressure Regulating Valves (replaced two of them) critical to ensure consistent zone pressure to prevent water main breaks. Completed quarterly dead-end water main flushing to ensure good water quality.

- **Protect public health and safety and animal welfare through Animal Control Services.**

Status. Ongoing. For Antioch Animal Services, hired a full-time Doctor of Veterinary Medicine, fully staff Animal Control Officers, hiring in process for an Office Assistant and two Animal Services Technicians. To protect public health 182 miles of sewer lines were cleaned and 75.9 miles were televised using CCTV cameras. Answered 420 sewer service calls and performed 118 sewer repairs.

Goal 3. Support Sustainable Economic Development

Economic Development that focuses on job creation and sales tax generation is a top priority for the City Council. With the addition of an Economic Development Director, the City will focus its efforts in areas with the highest likelihood of success. The City Council wants to "get the City ready" for the business to come. As such, Strategies to support this Goal include:

- **Develop an Economic Development Plan that includes elements to support all programs and services within every service area:**

Status: Ongoing. Hired the Natelson Dale Group to obtain economic development baseline data and to create an economic development strategic plan. Once the plan is created, staff will have the ability to implement tools to specifically market Antioch's future employment centers. (estimated date of completion of the plan is August 2020)

✓ **Marketing materials to promote new development and revitalization**

Status: Ongoing. Tied to the completion of the economic development strategic plan. Once specific industries have been identified, Economic Development staff will start to develop industry specific marketing material

✓ **A business retention program;**

Status: Ongoing. Reintroduced sales tax sharing agreement that is a tool to incentivize businesses to expand and remain in Antioch. This tool was used for the Nokes Auto Dealerships. Establishing a business visitation program.

✓ **A business attraction program;**

Status: Ongoing. Staff attends trade shows, conferences and other events in an attempt to attract businesses. Contra Costa Farms is an example of the attraction efforts. Being an active member in various organizations such as Team CA, East Bay EDA, GoBiz, ensures the Antioch name is in the right circles. Staff has responded to approximately six GoBiz requests for information for companies looking to relocate or expand in California. At least three of the inquiries come from international companies.

✓ **Better define the City's competitive advantages;**

Status: Ongoing. Economic Development staff has been developing Antioch's competitive advantages including the creation of marketing videos that highlight unique feature of the City including the Ancient Vines video and reverse commute. Additional information as a result of the completion of the

economic development strategic plan will also provide marketable advantages.

✓ **DBA/MBE business outreach;**

Status: Ongoing. Tied to the completion of the economic development strategic plan.

✓ **Open for business outreach/signage efforts;**

Status: Ongoing. Staff created a new website that was part of the rebranding campaign and will be utilized for more Economic Development purposes in the future. www.Antiochisopportunity.com

■ **Facilitate the development of strategic enterprise zones.**

Status: Ongoing. Tied to the completion of the economic development strategic plan.

■ **Fulton Shipyard and Rogers Point revitalization.**

Status: In Process. Creation of business interest data, and strategic enterprise district data to further economic development efforts. This includes sustainable business efforts and revitalization of existing areas. Estimated start June 2020.

■ **Explore regional entertainment.**

Status: Not yet started.

■ **Inventory infrastructure to determine future needs in employment areas.**

Status: Ongoing. Tied to the completion of the economic development strategic plan.

■ **Facilitate efforts to improve jobs housing balance; shift from a 1:4 to 2:4**

Status: Ongoing. Forrest Ebbs, Community Development Director is representing Contra Costa County on the Regional

Housing Needs Allocation Methodology Committee and is pursuing policies that will strengthen the connection between new housing and jobs and will encourage creation of jobs near existing housing rather than additional housing.

- **Promote Maritime/Tourism /Industrial Economies.**

Status: Ongoing. First promotional video created that featured Antioch's Ancient Grapevines. Staff will continue to work on creating additional fact-based videos and improvements to the Economic Development website that will include a tourism aspect. The Marina is actively promoting reservation requests through Marina.com and Dockwa.com in order to attract additional boaters to attain 80% occupancy. Place additional dock finger piers inside Marina to create more rental opportunities and increase single dock space by 8%

- **Explore opportunities for educational tourism.**

Status: Not yet started.

- **Create opportunities to improve relations between land owners, business owners, developers, and brokers. Host a Roundtable for development/builders/businesses.**

Status. Ongoing. In June 2019 Economic Development staff hosted an Introduction to the Antioch Economic Development Department Forum. This forum provided specific details on the future of the department and provided participants to ask questions directly of staff. Additional events will be scheduled.

- **Become a tech-hub incubator; encourage and support efforts of non-profit and for-profit entities in creating appropriate business improvement work spaces.**

Status: Ongoing. Chosen to participate in ABAG/MTC (Association of Bay Area Governments/Metropolitan Transportation Commission) PPA (Priority Production Area) program for the Wilbur Avenue corridor.

■ **Continue to promote development and revitalization of major employment opportunity areas:**

Status: Ongoing. Hired the Natelson Dale Group to obtain economic development baseline data and to create and economic development strategic plan. Once the plan is created, staff will have the ability to implement tools to specifically market Antioch's future employment centers. (estimated date of completion of the plan is August 2020)

✓ **The Hillcrest Station Area Specific Plan.**

Status. Ongoing. Tied to the completion of the economic development strategic plan.

✓ **The East Lone Tree Specific Plan area.**

Status. Ongoing. Tied to the completion of the economic development strategic plan. Also, Laurel Road is in construction and scheduled to be completed by the end of 2020 and Slatten Ranch Road is in the design phase – these will improve access to Highway 4 and relieve congestion on residential and commercial areas.

✓ **Somersville area.**

Status. Ongoing. Saint Mary's College of California graduate and undergraduate students are studying and creating a plan for the future of the Somersville area. (estimated date of completion June 2020)

✓ **Cannabis Overlay Zones.**

Status. Completed and Ongoing. Two dispensaries are open and two soon to be opening, Operating Agreements are approved for three dispensaries.

✓ **Wilbur Avenue Corridor.**

Status. Ongoing. Staff has been directly involved with Contra Costa County's Shortline Rail Study in this area. Staff is working

with land owners, operators, and developers on job creation efforts in this area. The area was identified as a Priority Production Area (PPA) through ABAG and will be preserved for the purposes of strengthening industrial development.

- **Specifically focus on opportunities for new businesses in the Waterfront/Downtown area of Antioch.**

Status. In process. Creating a business incentive program that includes a façade improvement program and business improvement grants, (estimated start date March 2020)

- **Explore the use of technology to provide tools to support local businesses and staff.**

Status: Ongoing. Staff recently signed up for service with Gazelle A.I. This system uses a unique set of algorithms to identify industries and companies looking to expand/relocate. There has also been a Laserfiche/GIS integration to allow Laserfiche documents to be viewed as a link within GIS; this provides a “one stop” information hub for City infrastructure and land use, increasing staff efficiency and operational effectiveness. Transition the Cities current security system to BRIVO, a more technology forward monitoring and access control system that provides live stream surveillance on mobile devices, remote capabilities, streamlines processes and provides coverage to larger areas.

Goal 4. Promote Community Pride

Community Pride takes many forms: pride in neighborhoods; pride in services and amenities; and pride in the management of the City as a whole. The City Council believes that instilling Community Pride is essential to the long-range viability of the City. Strategies include:

- **Create a way-finding system and placemaking opportunities.**

Status. In Process. Added wayfinding and signage program to 2019-2021 CIP Budget. RFP to be issued in early 2020.

- **Proactively communicating positive news about the City to residents, businesses and surrounding communities.**

Status: In process. Developing Map Tour, an interactive web map/location/description of beautification efforts, CIP projects, infrastructure improvements, land use and urban development, community successes, and other Antioch amenities, to promote public access to information about current and proposed projects throughout the community (estimated deployment February 2020).

- **Supporting efforts that promote beautification of the physical environment.**

Status: Ongoing. Applied for Urban Greening Grant for L Street Corridor. Issued RFQ/Call for Artists to initiate public mural and utility box painting. Renovated playground surface at Meadowbrook Park. Installed new picnic tables at Diablo West and Dallas Ranch Parks. Repaved all pedestrian pathways at Hillcrest Park. Inspected and painted 881 fire hydrants. Repaired over 39 fences in and around creek areas. Removed 6,800 yards of debris and performed week abatement for 40.8 acres in creeks, inspected 2,400 and cleaned 310 catch basins, 9,000 feet of V-ditches cleaned. Removed 477 cubic yards of debris throughout City Streets and rights of ways.

- **Utilizing social media to disseminate positive news, milestones and accomplishments.**

Status: Ongoing. To disseminate positive news, milestones and accomplishments. City staff also informs the City's contract PIO firm for dissemination of positive news. The Public Works department also uses Facebook to post project updates and completion notices.

- **Developing marketing/branding services to promote the City.**

Status: Ongoing. Marketing efforts through Evviva Brands and the media purchase guidance through Orange22 continue to help the messaging reach new and exciting markets and companies. This will also include a City-wide City Brand banner program.

- **Promoting and supporting volunteerism throughout the community.**

Status: Ongoing. Hosted Parks Community Events such as Arbor Day and the Police Department hosted monthly Neighborhood Cleanups. Introduced new volunteer programs such as MLK Day of Service and new summer Junior Recreation Leader volunteer program for middle school students. Hosted Boards and Commissions reception.

Goal 5. Strive to be a Healthy Community

Healthy, active communities are happier and safer. The City Council values recreational opportunities and programs for Antioch’s residents, especially youth and seniors. Strategies to support this Goal include:

- **Explore opportunities for a Sports Complex**
(Baseball/Soccer/Tournament Friendly)

Status: Ongoing. Just starting research and comparison of sports complex projects in other cities such as the City of Tracy.

- **Improve youth sports fields**

Status: Ongoing. Awarded civic grant funds to Antioch Youth Sports Complex for improvements. Maintained existing fields in neighborhood parks.

- **Sports Programming that creates “community.”**

Status: Ongoing. Launched “Pop-up” Recreation and mobile recreation program to connect families and residents in neighborhoods; planning to grow program in 2020. Added seasonal festivals and performances for families. Added Movies in the Park; a free event with youth and family focus.

- **Provide recreational oversight via partnerships.**

Status: Ongoing. Youth Services Network Manager is investigating opportunities in this area and will reporting to the City Council in February 2020. Increased funding for youth activity scholarships; received matching funds from Antioch Community Foundation.

■ **Provide recreation/sport education opportunities.**

Status: Ongoing. Introduced new summer Junior Recreation Leader volunteer program for middle school students; including leadership skills, job training and recreation activities.

■ **Increase water access/water sports.**

Status: Ongoing. Continued partnership with Delta Kayaks to expand opportunities for water activities.

■ **Coordination with School District for healthy choices/recreation opportunities.**

Status: Ongoing. City Council established a City/AUSD Standing Subcommittee to establish better communication and a better relationship. The Youth Services Network Manager is researching opportunities for expanded or new youth programs in cooperation with the School District.

■ **Coordinate with medical providers'/services providers.**

Status: Expand the new Recreation & Health Expo. Initiated networking meetings with Sutter Health Community Relations.

■ **Promote connectivity through trail maps/signs guides for “one of the best trail systems in the State.”**

Status. Ongoing. Installed electronic signage to promote the Marina and updated the fitness park along the Marina trail to draw attention to one of the many recreational opportunities.

■ **Maintaining and refreshing existing parks, trails and facilities.**

Status. In Process and Ongoing. Contra Loma Basketball Courts Constructed. Water Park, completed concrete improvements, phase II and beginning pool deck coating. Restored the restrooms at

Gentrytown Park. Installed security fencing and parking lot gates at Chichibu Park, Hillcrest Park, and Marchetti Park. Completed rebuild of restroom building at Williamson Ranch Park. Restore Amtrak Depot landscaping. Develop work order platform with Lucity web-based software to track facility asset repair and maintenance in real time for customer service requests.

- **Supporting the City's General Plan to ensure quality development in keeping with our local community character.**

Status: The General Plan will undergo a significant update beginning in 2020. The new General Plan will reflect the City's desire to increase investment in existing areas, to strengthen infill opportunities, and to grow local jobs.

- **Promoting community collaboration to deliver programs and activities for youth and seniors from 8 to 80.**

Status: City Council established a Youth Services Ad Hoc Subcommittee and a Senior Ad Hoc Subcommittee to investigate ways of accomplishing this goal. The Council also hired a part-time Youth Services Network Manager that will be reporting out on potential youth opportunities in February. The Antioch Senior Center provides health programs and activities. Expanded Senior Resource Fair including changing date to better accommodate vendors and participants.

- **Supporting waterfront development to create a walkable, bike friendly environment.**

Status: Not yet started.

- **Preserving open space and the natural environment.**

Status. Ongoing. Desilt creek project clearing 972 yards of vegetation and desilting 148 yards of debris from 10th and O Streets to 4th and O Streets; reduces flooding and safeguards wildlife. Completed inspections and reporting to Regional Water Quality Control Board and Department of Fish and Wildlife regarding Markley Creek Mitigation Project. Increased the number of bulky-waste drop off days Citywide.

Goal 6. Support Historic Downtown Revitalization

The revitalization of Antioch's waterfront/downtown area continues to be a top priority for the City Council. The waterfront represents a tremendous opportunity for growth. The Council envisions a thriving, bustling area populated with restaurants, shopping, recreation and entertainment opportunities for all ages. Strategies for this Goal include:

- **Explore the establishment of a multi-purpose Municipal/Civic Center.**

Status. Not yet started.

- **Creation of an Adventure Center (Jet Skis/Boat Rentals).**

Status. Not yet started.

- **Creation of a Transit Center (Ferry/Train/BART/Bus).**

Status. Ongoing. Economic Development staff are continuing to find ways to attract Blue Technology companies, working with the City of Martinez staff, CCTA, and a private ferry service operator for a possible ferry service.

- **Work closely with Contra Costa Health Services to address impacts and identify solutions related to the City's homeless population.**

Status: In process. City Council established a Homeless Encampment Ad Hoc Subcommittee to investigate. City Council established funding for an Unhoused Resident Coordinator part time position/firm to investigate, provide recommendations and implement immediate and long-term measures. Interviewed for Unhoused Resident Coordinator Services on January 17, 2020. Consulting Services Agreement to go to City Council on January 28, 2020. City Council has allocated funding for solutions related to addressing homelessness and specifically encampments.

- **Provide a business-friendly environment to attract new tenants/owners.**

Status: Ongoing. Creating a business incentive program that includes a façade improvement program and business improvement grants. Actively promote booking reservation requests through Marina.com and Dockwa.com in order to attract additional boaters and achieve 80% occupancy.

- **Provide for Hard House update/upkeep.**

Status: Ongoing. Preservation projects on Lynn House and Hard House such as ongoing landscape maintenance and replacement of windows and roof. Note: City Council has recently approved an agreement for the Lynn House to reopen as an art gallery where art shows, classes and programs will be offered.

- **Create a trail connection from Downtown to Black Diamond Mines.**

Status: In Process. Continued open conversation with East Bay Regional Park District and Contra Costa County regarding future trail development

- **Provide location-based technology for visitors.**

Status: Not yet started.

- **Provide Wi-Fi and better cell service.**

Status: Ongoing. Installed small cell tower and new cellular equipment throughout the City to enhance cellular coverage with plans to expand the program in the future.

- **Establish a Farmers Market.**

Status: Not yet started.

- **Plan for upscale waterfront/view housing.**

Status: In discussions with potential developer.

- **Plan for senior housing.**

Status: The City Council established a Senior Ad Hoc Subcommittee that would address this subject.

- **Promote walkability.**

Status: All new development is required to consider and implement design measures to promote walkability.

- **Update Waldie Plaza.**

Status: Ongoing. Installed bistro lights to the plaza that will operate year-round. Holiday Tree location/celebration is now in Waldie plaza.

- **Create a River Walk.**

Status: Ongoing. Not yet started. Work is being done to complete the Veterans Memorial landscape area. New Marina Restroom completed.

Goal 7. Promote Sustainable Development

The Goal of Promoting Sustainable Development reflects the City Council's desire to plan for the long-term health of the City through thoughtful and careful planning. Strategies include:

- **Updating the City's General Plan, Zoning Code and Sign Ordinance.**

Status: The General Plan will undergo a significant update beginning in 2020. The new General Plan will reflect the City's desire to increase investment in existing areas, to strengthen infill opportunities and to grow local jobs. There is also a City Easement Location Project that is underway that will utilize GIS to help staff better distinguish between public rights of ways and easements to address service requests more efficiently.

- **Promoting infill and transit-oriented development.**

Status: In process. Wildflower Station Subdivision site is located north of the intersection of Hillcrest Avenue and Wildflower Drive and is approximately ¼ mile south of Highway 4 and the new Hillcrest BART station. This project is in construction. An SB82 Grant is pending approval and will lead to a study that will identify opportunities for high-density residential infill, while balancing the continued need for local jobs.

- **Continuing to explore options for annexation including the Fairground.**

Status: Not yet started.

Vision and Strategic Plan

2019-2029

FY 19-20 Third Quarter Update & Progress Report

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE

Vision, Mission & Values



MISSION... To deliver quality services with integrity, excellence and innovation



VISION... Antioch is a desired destination in the Bay Area Building on our historic legacy, creating bright opportunities for families to grow, offering places to play, enabling businesses to thrive and cultivating a unique downtown experience.



VALUES... Integrity • Honesty • Respect
Innovation • Fiscal Responsibility • Accountability
Diversity • Transparency

Aspirational Priorities



- Beautification of corridors community-wide
- Blight eradication
- Civic Center
- Community Cameras
- Community Center/Town Square in the Historic District
- Conference Center
- Hillcrest Specific Plan
- Marina
- Mobility Plan
- Senior Services
- Solar Development
- Youth Programs

Goals & Strategies



1. Ensure the City's continued financial sustainability
2. Support public safety
3. Support sustainable economic development
4. Promote community pride
5. Strive to be a healthy community
6. Support Historic Downtown revitalization
7. Promote sustainable development

Update & Progress Report



Goal 1.

Ensure the City's Continued Financial Stability Strategies

- Maintain sound fiscal policies regulating debt and establish parameters for reserves
- Prioritize use of discretionary fund based on Strategic Plan goals
- Seek local, regional and federal grant opportunities
- Explore revenue generating/cost saving opportunities through alternative energy sources
- Provide transparency in all activities related to municipal finance and ensure that records are accurate, reliable and timely
- Explore options to reduce pension liabilities

Update & Progress Report



Goal 1. Ensure the City's Continued Financial Stability- Progress and Update

- Adopted Debt Policy in 2018; Budget Stabilization Fund established in FY 18; Reserve Policy adopted in FY19-21 Budget Resolution
- Allocated discretionary funds following each budget cycle
- Pursued Prop 1 Grant for creek restoration, Prop 68 for park renovation, Transportation Development Act funds; grant funding for road safety plan, CalRecycle Rubber Asphalt grant, sought to annex roads into ECCRFFA
- Completed Lone Tree Golf Course Solar Photovoltaic System
- Initiated design of the Brackish Water Desalination Plant
- Started to pay full ADC annually for OPEB in FY20
- Conducted regular audit and review of municipal finances

Update & Progress Report



Goal 2. Support Public Safety- Strategies

- Ensure adequate funding for appropriate levels of law enforcement personnel
- Support local and regional partnerships for mutual aid
- Continue to update emergency operations plans and ensure appropriate staff training and engagement for implementation
- Support emergency preparedness throughout the community
- Maintain safe, well-lit streets and roads
- Monitor treatment, storage and delivery systems to ensure safe reliable delivery of water
- Protect public health and safety and animal welfare through animal Control Services

Update & Progress Report



Goal 2. Support Public Safety- Progress and Update

- Authorized hiring 115 officers in FY19-21; currently at 111
- Led and hosted quarterly East County Disaster Committee along with county-wide meetings and trainings
- Maintained CalOES and FEMA certifications for City staff assigned to the EOC; reviewed emergency operations plan (EOP) with qualified consultants
- Delivered disaster preparedness training and presentations to employees, residents, businesses and stakeholders
- Updated Police Department disaster preparedness website

Update & Progress Report



Goal 2. Support Public Safety- Progress and Update cont.

- Increased traffic unit to four full-time officers
- Continued multi-agency proactive traffic enforcement details
- Hired full-time Doctor of Veterinary Medicine (DVM) for the Animal Shelter; in process of hiring additional office assistant and two full-time animal service technicians
- Attained full-staff services with three Animal Control Officers
- Completed numerous Water Treatment Plant improvements; disinfection systems, pump stations, sewer mains, water main valves
- Maintained lifeguarding, water safety, and pool chemical certifications at the Water Park

Update & Progress Report



Goal 3. Support Sustainable Economic Development Strategies

- Develop a comprehensive Economic Development Plan
- Facilitate development of strategic enterprise ones
- Revitalize Fulton Shipyard and Rogers Point
- Explore regional entertainment
- Inventory infrastructure in employment areas for future needs
- Facilitate efforts to improve jobs housing balance
- Promote maritime/tourism/industrial economies
- Explore opportunities for educational tourism
- Create opportunities to improve relationships between landowners, business owners, developers and brokers

Update & Progress Report



Goal 3. Support Sustainable Economic Development- Strategies continued

- Become a tech-hub incubator; encourage efforts of non-profits and for-profits to create and improve workspaces
- Explore regional entertainment
- Continue to promote development and revitalization of major employment areas
- Explore and focus on opportunities for new business in the waterfront/downtown area
- Explore use of technology to provide tools to support local businesses

Update & Progress Report



Goal 3. Support Sustainable Economic Development- Progress and Update

- Hired the Natelson Dale Group to gather economic development driven data that will be used to identify industries that would thrive in Antioch
- Represented Contra Costa County on Regional Housing Needs Allocation Methodology Committee; pursuing policies to strengthen connection between new housing and jobs near existing housing vs. new/additional
- Created promotional video featuring Antioch's ancient grapevines; new videos are in production that will include tourism emphasis
- Enhanced the quality of entertainment for summer concert series at Waldie Plaza; invited regional entertainment to submit concert proposals

Update & Progress Report



Goal.3 Support Sustainable Economic Development- Progress and Update continued

- Purchased state-of-the art Holiday tree and relocated City tree to Waldie Plaza
- Hosted Antioch Economic Development Forum in 2019; new forums are in the planning phase
- Started construction of Laurel Road; completion planned in 2020
- Started design phase of Slatten Ranch Road; these major road projects improve access to Highway 4, undeveloped business park, and relieve congestion
- Initiated Somersville Area Plan in collaboration with St. Mary's College of California; scheduled for completion 2020

Update & Progress Report



Goal 3. Support Sustainable Economic Development- Progress and Update continued

- Two cannabis dispensaries open and two soon to be opening, Operating Agreements approved for three dispensaries
- Drafted a business incentive program that includes a façade improvement program and business improvement grants; underway in 2020
- Signed on with program called Gazelle A.I., which uses algorithms to identify industries looking to expand or relocate; exploring new uses of technology is ongoing
- Launched new website to connect branding with economic development
www.antiochisopportunity.com
- Reintroduced sales tax sharing agreement to incentivize businesses to expand and remain in Antioch

Update & Progress Report



Goal 4. Promote Community Pride-Strategies

- Create a way-finding system and place-making opportunities
- Proactively communicate positive news about the City to residents, businesses and surrounding communities
- Support efforts that promote beautification of the physical environment
- Utilize social media to disseminate positive news, milestones and accomplishments
- Develop marketing and branding efforts to promote the City
- Promote and support volunteerism throughout the community

Update & Progress Report



Goal 4. Promote Community Pride- Progress and Update

- Added wayfinding and signage program to 2019-2024 CIP; scheduled to start planning efforts in 2020
- Issued Request for Qualifications/Call for Artists to initiate public mural and utility box painting; ongoing through 2020 and 2021
- Purchased state-of-the-art mobile stage for community events/parades
- Increased the number of media reports and local newsletters about projects and completion; hosted community ribbon-cuttings and celebrations; developed friendlier look & feel to weekly reports
- Pursued Urban Greening Grant for L Street Corridor

Update & Progress Report



Goal 4. Promote Community Pride- Progress and Update Continued

- Distributed informal Request for Bids for citywide banners project; installation in 2020
- Improved landscaping on arterial street medians
- A Street Extension, Lone Tree Way, Hillcrest Ave, Buchanan Rd, Somersville Rd, Auto Center Dr, W 4th St, L St, East 18th St
- Increased the number of bulky-waste drop off days for Antioch neighborhoods
- Increased the number of pavement and roadway improvement projects
- Continued marketing efforts through Evviva Brands and Orange22 to reach new and exciting marketing and companies

Update & Progress Report



Goal 4. Promote Community Pride- Progress and Update Continued

- Selected public information/media consulting firm to initiate new citywide public information program; new programs will be on-going through 2020
- Introduced new volunteer programs such as MLK Day of Service; currently evaluating existing programs to enhance
- Introduced new summer Junior Recreation Leader volunteer program for middle school students; including leadership skills, job training, and recreation activities
- Improved quality and design of Recreation Guide; supporting new branding
- Initiated Sesquicentennial Planning for City's 150 Year celebration 2021-22

Update & Progress Report



Goal 5. Strive to be a Healthy Community- Strategies

- Explore opportunities for a sports complex
- Improve youth sports fields
- Develop sports programming that creates community
- Provide recreational oversight via partnerships
- Provide recreation/sport education opportunities
- Increase water access/water sports
- Coordinate healthy recreation with School District
- Coordinate healthy programs with medical providers

Update & Progress Report



Goal 5. Strive to be a Healthy Community- Strategies continued

- Promote connections of, and increase use of, trail system which is outstanding
- Support General Plan to ensure quality development fits/matches local community character
- Promote more collaboration to deliver programs through 8 to 80 concept
- Support waterfront development to create a walkable, bike-friendly environment
- Preserve open space and the natural environment

Update & Progress Report



Goal 5. Strive to be a Healthy Community- Progress and Update

- Researched and compared (sports complex) projects in other cities, such as the City of Tracy
- City Council authorized hiring a part-time Youth Services Network Manager to identify priority youth activity funding opportunities
- Awarded civic grant funds for Antioch Youth Sports Complex improvements
- Created a new 3-on-3 basketball tournament for middle schoolers; continued increasing sports programs for youth and adults
- Continued developing new collaborations for recreational services; theater programs, youth group partnerships, senior organizational partnerships

Update & Progress Report



Goal 5. Strive to be a Healthy Community- Progress and Update continued

- Expanded the size of the new Recreation & Health Expo
- Added seasonal festivals and performances
- Increased funding for youth activity scholarships; received matching funds from Antioch Community Foundation
- Offered NEW youth employment fair to assist young adults with resources for seeking employment and interview directly for summer jobs in recreation (with City of Antioch)

Update & Progress Report



Goal 5. Strive to be a Healthy Community- Progress and Update continued

- Added movies in the park; free event with youth and family focus
- Partnered with Delta Kayaks to offer kayaking classes
- City Council formed City/School District Ad Hoc Subcommittee
- Initiated networking meetings with Sutter Health Community Relations
- Repaved all pedestrian pathways at Hillcrest Park
- Completed basketball courts at Contra Loma Estates Park
- Completed concrete improvements at Water Park; deck coating in 2020

Update & Progress Report



Goal 5. Strive to be a Healthy Community- Progress and Update continued

- Demolished aged playground at Chichibu Park; install new play structure
- Installed “no smoking” signs at park playgrounds
- Painted Antioch Senior Center and Nick Rodriguez Community Center
- Prepared to update General Plan in 2020; desire to increase investment in existing areas, strengthen infill opportunities, and grow local jobs
- Launched “Pop-up” Recreation and mobile recreation program to connect families and residents in neighborhoods; planning to grow program in 2020

Update & Progress Report



Goal 5. Strive to be a Healthy Community- Progress and Update continued

- Expand the Senior Resource Fair
- Initiated the development of a Climate Action and Resilience Plan; working with Americorps to address greenhouse gas emissions and climate change, completed end of 2020
- Increased the number of bulky-waste drop off days citywide

Update & Progress Report



Goal 6. Support Historic Downtown Revitalization-Strategies

- Explore establishment of a multi-purpose Municipal/Civic Center
- Create an adventure center - water focus: jet skis, boat rental
- Create a transit center - ferry/train/BART/bus
- Partner closely with Contra Costa Health Services to address impacts related to the City's homeless population
- Support community events in the downtown/waterfront area
- Provide business-friendly environment to attract new tenants/owners
- Enhance preservation and upkeep of Hard House
- Create a trail connection from downtown to Black Diamond Mines

Update & Progress Report



Goal 6. Support Historic Downtown Revitalization- Strategies continued

- Provide location-based technology for visitors
- Provide wi-fi and better cell service
- Establish a farmer's market
- Plan upscale waterfront view housing
- Promote walkability
- Update Waldie Plaza
- Create a river walk

Update & Progress Report



Goal 6. Support Historic Downtown Revitalization- Progress and Update

- Remodeling and updating City Council Chambers
- Engaged in conversation with agencies to attract Blue Technology companies; working with City of Martinez, CCTA, private ferry service
- Allocated funding to explore feasibility and implement of measures to help unhoused residents
- Council approved hiring of part-time Unhoused Resident Coordinator
- Approved Civic Enhancement Grant for Celebrate Antioch Foundation; supported at least six seasonal events/parades with in-kind services from Police and Public Works

Update & Progress Report



Goal 6. Support Historic Downtown Revitalization Progress and Update continued

- Drafted a business incentive program that includes a façade improvement program and business improvement grants; underway in 2020
- Approved agreement with local artist to occupy Lynn House and reopen art shows, offer classes and art programs; underway in 2020
- Provided infrastructure improvements to protect windows at the Hard House; ongoing landscape maintenance of the property
- Continued open conversation with East Bay Regional Park District and Contra Costa County regarding future trail development
- Installed small cell tower and new cellular equipment citywide; enhances current coverage with plans to expand

Update & Progress Report



Goal 6. Support Historic Downtown Revitalization- Progress and Update continued

- Demolish outdated Amtrak structures and create plaza
- Lease Lynn House for art gallery, exhibits and classes
- Added wi-fi at the Nick Rodriguez Community Center
- Installed bistro lights in Waldie Plaza; initiated with the new holiday tree and will be active year round
- Completed new public restroom facility at the Marina; grand opening with Veteran's Day events
- Constructed new landscaping improvements at the Veteran's Memorial;
- Collaborated with Veteran's organizations to install banners on poles beginning at Memorial; plans to continue south along L Street
- Install new Marina restroom facility

Update & Progress Report



Goal 7. Promote Sustainable Development- Strategies

- Update the General Plan, Zoning Code and Sign Ordinance
- Promote infill and transit-oriented development
- Continue to explore options for annexation including the Fairgrounds

Update & Progress Report



Goal 7. Promote Sustainable Development- Progress and Update

- Initiated General Plan Update schedule; begins 2020
- Identified key desires for new General Plan that focus on increasing investment in existing areas, strengthen infill opportunities and grow local jobs
- Approved construction of Wildflower Station Subdivision; close proximity to Highway 4 and Hillcrest BART
- Submitted SB2 Grant designed to study the opportunities for high-density residential infill while balancing need for local job centers

Vision and Strategic Plan

2019-2029

FY 19-20 Third Quarter Update & Progress Report

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE