CORONAVIRUS ADVISORY INFORMATION:

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CITY COUNCIL

Vincent Salimi, Mayor
Devin Murphy, Mayor Pro Tem
Anthony Tave, Council Member
Maureen Toms, Council Member
Norma Martínez-Rubin, Council Member

PINOLE CITY COUNCIL MEETING AGENDA

TUESDAY
DECEMBER 21, 2021
VIA ZOOM TELECONFERENCE

5:00 P.M.
Please note the early start time

DUE TO THE STATE OF CALIFORNIA'S DECLARATION OF EMERGENCY – THIS MEETING IS BEING HELD VIA VIDEOCONFERENCING PURSUANT TO AB 361 - CITY COUNCIL AND COMMISSION MEETINGS ARE NO LONGER OPEN TO IN-PERSON ATTENDANCE.

How to Submit Public Comments:

Written Comments: All comments received **before 3:00 pm the day of the meeting** will be posted on the City's website on the agenda page (Agenda Page Link) and provided to the City Council prior to the meeting. Written comments will not be read aloud during the meeting.

Email comments to comment@ci.pinole.ca.us
Please indicate which item on the agenda you are commenting on in the subject line of your email.

To Participate in Public Comment During the Meeting:

Members of the public may submit a live remote public comment via Zoom video conferencing. Download the Zoom mobile app from the Apple Appstore or Google Play. If you are using a desktop computer, you can test your connection to Zoom by clicking here. Zoom also allows you to join the meeting by phone.

From a PC, Mac, iPad, iPhone or Android:

https://us02web.zoom.us/j/89335000272

Webinar ID: 893 3500 0272

By phone: +1 (669) 900-6833 or +1 (253) 215-8782 or +1 (346) 248-7799

- Speakers will be asked to provide their name and city of residence, although providing this is not required for participation.
- Each speaker will be afforded up to 3 minutes to speak.
- Speakers will be muted until their opportunity to provide public comment.

When the Mayor opens the comment period for the item you wish to speak on, please use the "raise hand" feature (or press *9 if connecting via telephone) which will alert staff that you have a comment to provide and press *6 to unmute.

WAYS TO WATCH THE MEETING

LIVE ON CHANNEL 26. They are retelecast the following Thursday at 6:00 p.m. The Community TV Channel 26 schedule is published on the city's website at www.ci.pinole.ca.us.

VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE, www.ci.pinole.ca.us. and remain archived on the site for five (5) years.

If none of these options are available to you, or you need assistance with public comment, please contact the City Clerk, Heather Bell at (510) 724-8928 or hbell@ci.pinole.ca.us .

Americans With Disabilities Act: In compliance with the Americans With Disabilities Act of 1990, if you need special assistance to participate in a City Meeting or you need a copy of the agenda, or the agenda packet in an appropriate alternative format, please contact the City Clerk's Office at (510) 724-8928. Notification at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection on the City Website at www.ci.pinole.ca.us. You may also contact the City Clerk via e-mail at hbell@ci.pinole.ca.us .

Ralph M. Brown Act. Gov. Code § 54950. *In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly. The people of this State do not yield their sovereignty to the agencies, which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments thev have created.*

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

2. LAND ACKNOWLEDGMENT

Before we begin, we would like to acknowledge the Ohlone people, who are the traditional custodians of this land. We pay our respects to the Ohlone elders, past, present, and future, who call this place, Ohlone Land, the land that Pinole sits upon, their home. We are proud to continue their tradition of coming together and growing as a community. We thank the Ohlone community for their stewardship and support, and we look forward to strengthening our ties as we continue our relationship of mutual respect and understanding.

3. ROLL CALL, CITY CLERK'S REPORT & STATEMENT OF CONFLICT

An official who has a conflict must, prior to consideration of the decision: (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself /herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov't Code § 87105.

4. CONVENE TO A CLOSED SESSION

Citizens may address the Council regarding a Closed Session *item prior to the Council adjourning into the Closed Session, by first providing a speaker card to the City Clerk.*

A. CONFERENCE WITH LABOR NEGOTIATORS
Gov. Code § 54957.6
Agency designated representatives: City Manager Murray, Assistant City Manager De La Rosa, Assistant City Attorney Alex Mog, Gregory Ramirez (IEDA)
Employee organization: IAFF

B. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Gov. Code § 54956.9)(d)(4)
Number of Potential Cases: 1

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Gov. Code § 54956.8
Property: 612 Tennent Avenue, APN 401-142-011
Agency negotiator: City Manager Murray, Assistant City Manager De La Rosa, Attorney Stephanie Downs, Community Development Director Lilly Whalen
Negotiating parties: E.B. Smith
Under negotiation: Price and terms

5. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION

6. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting. PLEASE SEE THE COVERSHEET OF THE AGENDA FOR INSTRUCTIONS ON HOW TO SUBMIT PUBLIC COMMENTS

7. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations
None

B. Presentations / Recognitions
None

8. CONSENT CALENDAR

All matters under the Consent Calendar are considered to be routine and noncontroversial. These items will be enacted by one motion and without discussion. If, however, any interested party or Council member(s) wishes to comment on an item, they may do so before action is taken on the Consent Calendar. Following comments, if a Council member wishes to discuss an item, it will be removed from the Consent Calendar and taken up in order after adoption of the Consent Calendar.

A. Approve the Minutes of the November 16, 2021 and December 7, 2021 Meetings

B. Receive the December 4, 2021 – December 17, 2021 List of Warrants in the Amount of $318,927.60 and the December 10, 2021 Payroll in the Amount of $682,078.04

C. Receive the Development Impact Fee Report for the Fiscal Year Ended June 30, 2021 **[Action: Adopt Resolution per Staff Recommendation (Guillory)]**

D. Resolution Continuing Authorized Remote Teleconference Meetings Pursuant to AB 361 **[Action: Adopt Resolution per Staff Recommendation (Bell)]**

E. Adopt a Resolution Approving a Side Letter to the Memorandum of Understanding Between the City of Pinole and IAFF Local 1230 on the Process and Compensation of the Administrative Fire Captain and Fire Prevention Captain Assignments **[Action: Adopt Resolution per Staff Recommendation (Wynkoop)]**

F. Cooperative Funding Agreement with The West Contra Costa Transportation Advisory Committee (WCCTAC) to Receive $100,000 in Subregional Transportation Mitigation Program (STMP) Funds for CIP Project # RO2105 – Appian Way Complete Street Project **[Action: Adopt Resolution Per Staff Recommendation (Kaur)]**

G. Update On 2022 Garbage Collection Rates **[Action: Receive Report (Kaur)]**

H. Authorize the City Manager to Enter into a Two Year Contract with the Pacific Coast Farmers' Market Association to Continue Operating a Year-Round Pinole Farmers' Market for the Period of January 1, 2022 Through December 31, 2023 **[Action: Adopt Resolution per Staff Recommendation (De La Rosa)]**

I. Approve the 2022 Council Committee Assignment List **[Action: Adopt Resolution per Staff Recommendation (Bell)]**

J. Approve Purchase and Appropriate Funding for Replacement of Public Works Backhoe and Aerial Bucket Truck [**Action: Adopt Resolution per Staff Recommendation (Bingaman)]**

K. Adopt a Resolution Approving a Fifth Amendment to the Exclusive Negotiating Agreement for the Sale and Purchase of the Pinole Shores II Properties and Consenting to the Assignment of the Agreement from General Realty CE, LLC to GRP Shores, LLC **[Action: Adopt Resolution per Staff Recommendation (De La Rosa)]**

L. National Opioid Settlement **[Action: Adopt Resolution per Staff Recommendation (Casher)]**

9. PUBLIC HEARINGS

Citizens wishing to speak regarding a Public Hearing item should fill out a speaker card prior to the completion of the presentation, by first providing a speaker card to the City Clerk. An official who engaged in an ex parte communication that is the subject of a Public Hearing must disclose the communication on the record prior to the start of the Public Hearing.

None

10. OLD BUSINESS

None

11. NEW BUSINESS

A. Review City Council Procedures **[Action: Discuss and Provide Direction (Bell)]**

B. Program Guidelines and Application for Small Business Assistance Grant Program **[Action: Discuss and Provide Direction (Guillory)]**

C. Program Design Considerations For Community Digital Gift Card Pilot Program **[Action: Discuss and Provide Direction (Whalen)]**

12. REPORTS & COMMUNICATIONS

A. <u>Mayor Report</u>
   1. Announcements

B. Mayoral & Council Appointments

C. City Council Committee Reports & Communications

D. Council Requests for Future Agenda Items

E. City Manager Report / Department Staff

F. City Attorney Report

13. ADJOURNMENT to the Regular City Council Meeting of January 18, 2022 in Remembrance of Amber Swartz.

Note: The Regular Meeting of January 4, 2022 is canceled.

I hereby certify under the laws of the State of California that the foregoing Agenda was posted on the bulletin board at the main entrance of Pinole City Hall, 2131 Pear Street Pinole, CA, on the City's website, not less than 72 hours prior to the meeting date set forth on this agenda.

POSTED: December 17, 2021 at 11:00 A.M.

____

Heather Bell, CMC
City Clerk

CITY COUNCIL MEETING
MINUTES
November 16, 2021

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

The City Council Meeting was held via Zoom videoconference and broadcast from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Martínez-Rubin called the Regular Meeting of the City Council to order at 6:01 p.m. and led the Pledge of Allegiance.

2. LAND ACKNOWLEDGEMENT

Before we begin, we would like to acknowledge the Ohlone people, who are the traditional custodians of this land. We pay our respects to the Ohlone elders, past, present and future, who call this place, Ohlone Land, the land that Pinole sits upon, their home. We are proud to continue their tradition of coming together and growing as a community. We thank the Ohlone community for their stewardship and support, and we look forward to strengthening our ties as we continue our relationship of mutual respect and understanding.

3. ROLL CALL, CITY CLERK'S REPORT & STATEMENT OF CONFLICT

An official who has a conflict must, prior to consideration of the decision; (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself/herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov. Code § 87105.

A. COUNCILMEMBERS PRESENT

Norma Martínez-Rubin, Mayor
Vincent Salimi, Mayor Pro Tem
Devin Murphy, Council Member
Anthony Tave, Council Member

COUNCILMEMBERS ABSENT:

Maureen Toms, Council Member

B. STAFF PRESENT

Andrew Murray, City Manager
Heather Bell, City Clerk
Eric Casher, City Attorney
Alex Mog, Assistant City Attorney
Markisha Guillory, Finance Director
Hector De La Rosa, Assistant City Manager
Roxane Stone, Deputy City Clerk
Lilly Whalen, Community Development Director
David Hanham, Planning Manager
Misha Kaur, Senior Project Manager
Chris Wynkoop, Fire Chief
Justin Rogers, Police Sargent
Joseph Bingaman, Public Works Manager

City Clerk Heather Bell announced the agenda had been posted on Friday, November 12, 2021 at 12:00 p.m. All legally required notice was provided. A revised report was subsequently distributed for Item 11A. No written comments had been received in advance of the meeting.

Following an inquiry to the Council, the Council reported there were no conflicts with any items on the agenda.

4. CONVENE TO A CLOSED SESSION

Citizens may address the Council regarding a Closed Session *item prior to the Council adjourning into the Closed Session, by first providing a speaker card to the City Clerk.*

None

5. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION

There was no Closed Session.

6. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting.

Cordell Hindler, Richmond, invited the City Council to a performance of Home for the Holidays at the Contra Costa Civic Theater on December 3-5, 2021 at 7:30 p.m., identified the cost and advised that proof of vaccination was required for attendance. He also requested a future agenda item for a presentation from Ken Kirkey with All Home regarding homelessness. He looked forward to the Tree Lighting ceremony and suggested it would be wonderful to have the community outside after months of COVID-19 restrictions.

Rafael Menis, Pinole, thanked the Pinole Historical Society, Boy Scouts, the City of Pinole and various other groups for the November 11, 2021 Veterans Day Memorial activities; and referenced the November 16, 2021 Contra Costa County Board of Supervisors (BOS) meeting as related to the BOS public comment process, which among other things allowed commenters to broadcast video and audio if desired. He asked the City of Pinole to consider a similar approach for its hybrid meeting model.

Roy Swearingen, Pinole, thanked volunteer citizens and the City's Public Works and Police Department employees who had worked on citywide events and who should be recognized for their contributions to the City. He identified specific members/volunteers from the community who had been involved in community events such as the Car Show, Coastal Cleanup, Dumpster Day, and Veterans Day. He read into the record a statement made by an unidentified individual as it related to his comments about recognizing community service.

7. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

None

B. Presentations / Recognitions

1. Employee Recognition

City Manager Andrew Murray provided a PowerPoint presentation of the Employee Recognition which identified new hires, promotions and/or City employees who had retired in respective City Departments including the Police, City Clerk, Community Development, Public Works and Fire Departments. He congratulated all employees who had been hired or promoted and thanked those employees who had retired for their service to the City of Pinole.

The City Council also congratulated all employees who had been newly hired or promoted and thanked those employees who had retired for their services to Pinole.

PUBLIC COMMENTS OPENED

Roxane Stone, Deputy City Clerk, reported there were no public comments for this item.

PUBLIC COMMENTS CLOSED

8. CONSENT CALENDAR

All matters under the Consent Calendar are considered to be routine and noncontroversial. These items will be enacted by one motion and without discussion. If, however, any interested party or Council member(s) wishes to comment on an item, they may do so before action is taken on the Consent Calendar. Following comments, if a Council member wishes to discuss an item, it will be removed from the Consent Calendar and taken up in order after adoption of the Consent Calendar.

PUBLIC COMMENTS OPENED

Cordell Hindler, Richmond, referenced Item 7B(1) on the Consent Calendar and thanked the City Manager for the recognition of City employees. Referencing Item 8D, he urged the City Council to consider returning to in-person meetings consistent with COVID-19 protocols.

Rafael Menis, Pinole, referenced Item 8E, and asked for clarification of the affordable units income categories and potential rents for each income category as detailed in the staff report, and since the vast number of units would be Low Income whether the rents identified would also apply to the Moderate Income units or whether the qualifying rent description would override the resolution of approval as shown for Item 8E.

Debbie Long, Pinole, stated she had also desired to speak under Citizens to be Heard and asked for consideration for those comments to be made at this time. Speaking to Item 8C, she questioned how the City Council continued to do business to the detriment of the citizens of Pinole and questioned continuing to place the item on the Consent Calendar. She also questioned the data included in the staff report related to the rate of COVID-19 cases in Pinole and suggested the staff report had been written in a way to persuade people there remained a crisis in Pinole. Much of the community had reopened with safety measures in place and recent City events, while outdoors, had been well attended with no worries about contamination. She again questioned why City Council meetings had not been opened. She also referenced Item 8E, Vista Woods Affordable Housing Agreement and asked for clarification given her understanding that senior housing could not be counted towards Pinole's Regional Housing Needs Allocation (RHNA). She again requested consideration to provide separate comments under Citizens to be Heard.

Mayor Martinez-Rubin allowed Ms. Long to provide additional comments.

Ms. Long spoke to the Veterans Day Memorial and Flag Retirement Ceremony which had been a great event started in 2008 by the Pinole Historical Society. The event had been well attended including participation from Council member Murphy. She had been surprised to see Council Member Murphy in attendance since he did not stand and honor the flag at City Council meetings.

An unidentified individual who also had difficulties accessing the meeting asked for additional time to provide comments. Referencing Item 8F, he questioned the City expending close to $61,000 on body cameras. He asked whether or not there were any funds available from Measure X funds for enhancement of security cameras in and around the City, particularly around Fitzgerald Drive and Appian Way. A past report to the City Council had stated that most of the security cameras in the City were inoperable and funding was needed to bring the equipment up to date. He asked the Police Chief and City Manager to comment on the status of that equipment.

City Manager Murray confirmed a presentation had been made to the City Council some time ago about a closed-circuit camera system the City had piloted primarily on Fitzgerald Drive unrelated to Item 8F. Item 8F involved the encryption of police radios in response to new federal standards regarding data security and public safety requirements. He was unaware of the status of the closed-circuit security camera system and asked the public commenter to contact him directly for an update.

Community Development Director Lilly Whalen responded to questions related to Item 8E and clarified the City would be able to credit the Vista Woods Apartment units to the City's RHNA, and staff would take a close look at that through the Housing Element Update and advise the City Council whether staff's assessment was correct.

City Manager Murray also clarified the City was able to invest its affordable housing funds on a certain number of senior units before investing in other types of units, different from the credits in the RHNA.

Planning Manager David Hanham clarified the rents would be set by the adjusted area median income for Contra Costa County.

Assistant City Attorney Alex Mog provided further clarification for Item 8E and explained that the Vista Woods project would be 100 percent affordable and under state law the developer would have to dedicate a certain percentage based on the standards in the Health and Safety Code, and the same requirements of the tax credit. The City's Inclusionary Ordinance also included a requirement that at least 15 percent of the units be affordable based on certain standards. Since the project was 100 percent affordable the applicant had also received a density bonus.

Mayor Martinez-Rubin also spoke to Item 8E and asked the type/size of units provided in the affordability level which had not been identified in the resolution of approval. She referenced Exhibit B as part of the staff report for the item, and the language under the Unit Mix, Rent and Occupancy Restrictions as shown on the first page of the exhibit, which read: *Very Low Income Units, Low Income Units, and Moderate Income Units will be disbursed across the various unit size types in approximately the same proportions as the overall unit size type allocation.* She understood the number of units may change but the rents may not. She asked for clarification of the units that would be designated for the various income levels.

Assistant City Attorney Mog explained that issue had been discussed with the development team. The units would be broken up to be proportional for the project. Since this was a 100 percent affordable housing project, more general language had been included that had shown the units would be roughly equivalent to the overall allocation since over time there may be some small discrepancies as individual household incomes changed.

PUBLIC COMMENTS CLOSED

A. Approve the Minutes of the Meeting of November 2, 2021

B. Receive the October 30, 2021 – November 12, 2021 List of Warrants in the Amount of $447,763.96 and the November 12, 2021 Payroll in the Amount of $460,360.96.

C. Resolution Confirming Continued Existence of Local Emergency **[Action: Adopt Resolution per Staff Recommendation (Casher)]**

D. Resolution Continuing Authorized Remote Teleconference Meetings Pursuant to AB 361 **[Action: Adopt Resolution Per Staff Recommendation (Casher)]**

E. Vista Woods Apartments – Affordable Housing Agreement **[Action: Adopt per Staff Recommendation (Hanham)]**

F. Adopt A Resolution Authorizing the City Manager to Enter into An Agreement With Motorola Communications Through Their Appointed Vendor, Red Cloud Wireless Voice and Data, To Purchase Equipment and Software Needed to Encrypt 70 Police Department Radios and With Contra Costa County Department of Information Technology to Perform the Encryption Process at a Total Cost of $61,281.00 **[Action: Adopt Resolution per Staff Recommendation (Gang)]**

ACTION: Motion by Mayor Pro Tem Salimi/Mayor Martinez-Rubin to Approve Consent Calendar Items 8A through 8F, as shown.

Vote:	**Passed**	**4-0-1**
	Ayes:	**Martinez-Rubin, Murphy, Salimi, Tave**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Toms**

9. PUBLIC HEARINGS

Citizens wishing to speak regarding a Public Hearing item should fill out a speaker card prior to the completion of the presentation, by first providing a speaker card to the City Clerk. An official who engaged in an ex parté communication that is the subject of a Public Hearing must disclose the communication on the record prior to the start of the Public Hearing.

A. Ordinance Adding Chapter 8.10, Organics Reductions and Recycling Ordinance, to the Pinole Municipal Code **[Action: Introduce Ordinance, Waive First Reading and Conduct Public Hearing (Casher)]**

Assistant City Attorney Mog provided a PowerPoint presentation for the item and recommended the City Council introduce and waive the first reading of an ordinance to add Chapter 8.10, Organics and Recycling Ordinance, to the Pinole Municipal Code (PMC).

PUBLIC COMMENTS OPENED

Rafael Menis, Pinole, referenced Section 8.10.080, Requirement for Haulers and Facility Operators (a) (4), as shown in Exhibit A to the staff report. He commented that many people purchased CRV items and took them to recyclers to collect the CRV fee, but that clause of the ordinance prohibited separating out that material. He asked for clarification from staff on the intent of the language in that section.

PUBLIC COMMENTS CLOSED

Assistant City Attorney Mog explained that Section 8.10.080 of the ordinance was not new, had been worded a bit differently, but was an existing requirement. The franchise hauler had the sole right to collect trash/recyclable materials within the City. Bringing recyclable materials to a redemption center was permitted since the individual was doing it themselves. The ordinance prohibited the hiring of someone to remove one's recycling materials, which was a service provided by the franchise hauler.

Council member Tave thanked staff and Council member Toms for their work on the Municipal Code Subcommittee. He explained that the proposed ordinance had been kept broad since many elements had yet to be finalized by the state. Once that was done, the ordinance could be more refined. He recognized that many agencies had been involved in the City's ordinance and he thanked everyone who had been involved.

In response to Mayor Martinez-Rubin, Assistant City Attorney Mog clarified the procurement standards of the law were intended to create the reuse of materials that would otherwise go into the landfills and the reason for the procurement mandate was to ensure a market for such materials. He again clarified the purpose of Senate Bill (SB) 1383 and stated that every city faced the same mandate.

Assistant City Attorney Mog reiterated the possible options for the City to meet the SB 1383 requirement, and Senior Project Manager Misha Kaur added the target had been based on a population formula provided by CalRecycle, which formula allowed the City to determine its mix of renewables to reach SB 1383 targets.

ACTION: **<u>Motion by Council member Tave/Mayor Pro Tem Salimi to Waive the First Reading and Introduce an Ordinance Adding Chapter 8.10 "Organics Reduction and Recycling" to the Pinole Municipal Code to Reduce the Amount of Organic and Recyclable Materials Deposited in Landfills</u>.**

Vote:	**Passed**	**4-0-1**
	Ayes:	**Martinez-Rubin, Murphy, Salimi, Tave**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Toms**

10. OLD BUSINESS

A. Update on Measure X and the County Fire Chiefs' Request for Funding for Fire and Emergency Services **[Action: Receive Report (Wynkoop)]**

Fire Chief Chris Wynkoop reported the Contra Costa County Board of Supervisors (BOS) had concluded its Board meeting just prior to the start of the City Council meeting, and as part of the broader request of the County Fire Chiefs for fire service enhancement, $2 million had been approved to be allocated towards the reopening of Fire Station No. 74 under an integration agreement with the Contra Costa County Fire Protection District (ConFire). He was excited about the results and what it meant for the community but cautioned that the BOS decision marked the starting point of discussions with ConFire and a lot of work still needed to be done and this process would take time.

PUBLIC COMMENTS OPENED

Debbie Long, Pinole, suggested the Fire Chief was not being quite forthcoming. She understood ConFire contractually wanted to take over the full labor costs of two fire stations in Pinole, which was no different than proposals made in a prior fire study. She thought Pinole would receive $2 million in Measure X funds to reopen its fire stations and still retain control but that was not the case. ConFire wanted to control the fire stations, and while she would not have had a problem with that if it involved a regional annexation, the City needed to take a look at the Measure X funds allocation which would not cover all of the City's current fire costs but cover ConFire's labor costs. Specific costs for operating a fire station had not been addressed and the unfunded liability for fire would continue to accrue.

Ms. Long suggested Fire Station No. 73 was still valuable to ConFire since it could take one into San Pablo Avenue all the way to San Pablo and Fire Station No. 74 could move up to where Fire Station No. 73 was located. She added that Fire Chief Wynkoop had semi-promised her emergency access at the top of Rancho Place and Galbreth Road, and there was a legal emergency access easement where Fire Station No. 69 could make an easy trip to the valley bypassing half a dozen more lights, the freeway and the school. She suggested the City should decide whether this should be a larger project including potential annexation with the Rodeo-Hercules Fire District and find a solution that worked for everyone as opposed to a contractual partnership that was unsustainable.

Rafael Menis, Pinole, reported he had taken part in the BOS meeting and had provided public comment. He noted there had been explicit confirmation at the end of the BOS meeting that funds for fire services had been passed as part of the list of items identified on the BOS meeting agenda for consideration. A three percent increase had been built into the ongoing expenditures and the BOS would be reviewing expenditures on a year-by-year basis for ongoing projects to determine whether more funding needed to be allocated to the various items the BOS had approved for Measure X funds. He added that a petition from the Pinole community in support of fire services had been provided during the BOS meeting. He suggested it was clear the intent of the BOS was to have an overall integration of the Pinole Fire Department into ConFire, with the funds attached to reconsider how the fire system worked in the region, and it was not a contract level issue.

Irma Ruport, Pinole, had also participated in the BOS meeting and thanked Pinole Fire Chief Wynkoop, BOS Supervisor John Gioia and the Measure X Advisory Committee for their efforts.

Ms. Ruport urged the City to move forward with a plan to reopen Fire Station No. 74, which had been closed for years, given the increase in fire dangers in the region. The reopening of Fire Station No, 74 had been supported by taxpayers and should be reopened to ensure public safety.

PUBLIC COMMENTS CLOSED

City Manager Murray recognized Fire Chief Wynkoop, the City Council and Pinole residents for the call to action to ensure the additional funding towards the reopening of Fire Station No. 74. In response to the public comments, he noted that the use of Measure X funds had never been characterized in any way but to partner with ConFire in a form yet to be determined, with a contract for service a type of integration. He suggested it was premature at this time to suggest that collaboration with ConFire on the reopening of Fire Station No. 74 would involve a contract for service which remained on the table, as was some form of annexation. He also suggested the situation with the Pinole Fire Department was different from the situation for the Rodeo-Hercules Fire District in terms of the processes to be followed. Regardless of the status of the neighboring district, it should not negate the processes open to Pinole. Further, he and staff, including the Fire Chief, had looked at the City's budget and were confident that $2 million from Measure X funds to be added to what the City was already providing would be adequate to open two fire stations.

Fire Chief Wynkoop echoed the sentiments of the City Manager and characterized this effort to be an unprecedented collaboration for all parties and a testament to all the stakeholders. He appreciated the comments from the public and input received from all citizens and emphasized from the beginning this effort had been proposed as an integrated process with ConFire, and at no point had it been implied the monies would come straight to the City of Pinole.

Fire Chief Wynkoop also clarified the easement at the top of Rancho Place and Galbreth Road remained a front burner issue and he had collaborated with the City Attorney and Council member Toms, who was providing assistance from the County level.

Mayor Pro Tem Salimi thanked City staff, the BOS, Fire Chief Wynkoop and the community for all of their efforts on this issue. He suggested that lives would be saved by this action.

Council member Tave also expressed his appreciation to the Measure X Advisory Committee, his colleagues past and present and the efforts to engage the community on a common goal. He thanked the BOS each individually for engaging the community and taking a holistic approach countywide. He further thanked the County Fire Chiefs and Fire Chief Wynkoop in particular for all of the countless meetings and analyses. He realized a lot of work was ahead of them but at some point, he wanted to see milestones and timelines once that information was available. He trusted that staff would get the work done as they moved forward.

Fire Chief Wynkoop also thanked the County Fire Executive Chiefs.

Council member Murphy echoed the comments, and he too thanked all involved, which included residents of Pinole, and specifically Rafael Menis for the change.org petition and Irma Ruport for all of their efforts. He looked forward to the Fire Chief's collaborative leadership in the future and was happy to support his leadership in an effort to get Fire Station No. 74 reopened.

Mayor Martinez-Rubin referenced the term “integration agreement,” suggested it was nebulous, and noted that the City was fortunate that Measure X existed. The BOS had taken the route to consider the West County Fire Stations for allocation of Measure X funds, particularly given the competing needs for the funds. She found the process to be the beginning of understanding what it meant to work with ConFire. She appreciated that the Fire Chief had taken the initiative to work with his peers on the discussions and how public monies could be allocated. She emphasized the importance of the discussions to include time for the review, development, and re-review of the financial components of the different suggestions in terms of the City’s budget and where City funding may need to be directed to make residents feel safe, while recognizing environmental conditions had changed since the closure of Fire Station No. 74.

Mayor Martinez-Rubin also appreciated the letters of support presented to the Measure X Advisory Committee and to the BOS. She emphasized the ongoing requirement for medical needs in Pinole to be met by trained firefighters/paramedics particularly given the absence of a local hospital. As the Fire Chief continued his work, she asked that the City Council be provided an update of any discussions including the cost of any models that may be discussed.

Fire Chief Wynkoop acknowledged the Mayor’s request.

Mayor Pro Tem Salimi asked that a thank you letter be sent to the BOS and the County Fire Chiefs.

Mayor Martinez-Rubin asked the City Manager to draft a thank you letter to the County Fire Chiefs and the BOS for getting Pinole to this point of enhancing fire services in Pinole.

11. NEW BUSINESS

A. Abandoned Vehicle Abatement Fee Reauthorization and Election **[Action: Adopt Resolution per Staff Recommendation (Gang)]**

Police Sargent Justin Rogers, Pinole Police Department, presented the staff report and asked the City Council to adopt the resolution contained in Attachment A to the staff report.

PUBLIC COMMENTS OPENED

Deputy City Clerk Stone reported there were no public comments for this item.

PUBLIC COMMENTS CLOSED

ACTION: Motion by Mayor Pro Tem Salimi/Council member Tave to Adopt a Resolution Extending the Abandoned Vehicle Abatement Program and Associated Fee Subject to Voter Approval.

Vote:	**Passed**	**4-0-1**
	Ayes:	**Martinez-Rubin, Murphy, Salimi, Tave**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Toms**

B. Proposed Amendment to the Fiscal Year (FY) 2021/22 Operating and Capital Budget Approving Additional Appropriations **[Action: Adopt Resolution per Staff Recommendation (Guillory)]**

Finance Director Markisha Guillory provided a PowerPoint presentation on the item with the additional appropriations having been identified in the November 16, 2021 staff report. Next steps included adding any Council member recommended appropriations and amending the FY 2021/22 Operating and Capital Budget to be followed by the mid-year budget discussion around February 2022.

PUBLIC COMMENTS OPENED

Rafael Menis, Pinole, understood that the supply chain issues would affect some of the items identified. Speaking to the process that had been followed when discussing Council member appropriation recommendations, he found the process had been inefficient. He sought a process that allowed for a more considerate approach, and which permitted all Council members to be considered and not just spending money because it was available.

Irma Ruport, Pinole, referenced the City reorganization which had previously been discussed. She expressed concern with the lack of effort to obtain local and state grant opportunities particularly given the pandemic. She asked that someone with grant writing or economic experience be brought on-board along with consideration of an economic development group that could bring money back to the City.

PUBLIC COMMENTS CLOSED

City Manager Murray advised the Strategic Plan the City Council had adopted in February 2020 had included numerous strategies, including direction to staff to come up with a grant evaluation program. The Finance Director was to lead that effort. He emphasized that staff had been successful in the pursuit of grant opportunities and clarified that larger cities typically had a grant writer while smaller cities had a decentralized process as had the City of Pinole. Each City Department was well tied into the grant opportunities in its service area. He otherwise agreed with the challenges of having an incremental and sequential discussion of various budget alternatives. The process being used was common in most jurisdictions, but alternatively a special meeting format could be considered to discuss budget priorities. An extended development process in the upcoming years was anticipated to provide more opportunities earlier in the process for all Council members to share their ideas.

Mayor Martinez-Rubin found the process used for discussing the Capital Improvement Program (CIP), which had been presented prior to the end of the fiscal year had allowed for better budget discussions. She also found that Council member discussions on possible appropriations had to be balanced with the length of City Council meetings.

Council member Tave asked whether the City had salvage value on City-owned vehicles and whether that had been calculated into the appropriations.

Finance Director Guillory clarified the Police Department request to purchase a new vehicle to replace an existing unmarked police vehicle had been detailed in the staff report.

City Manager Murray advised the City Council had established a surplus property disposal process and the City had to act to approve the disposal of surplus equipment, with the equipment sold for the greatest value and with the funding to offset the purchase of new equipment. The Police Department had requested $31,000 to purchase a Ford Escape to replace an unmarked police vehicle that went out of service after the FY 2021/22 budget had been adopted and which vehicle must be salvaged.

Joseph Bingaman, Public Works Manager, provided additional details on equipment and vehicle purchase appropriations, with the Public Works Department having requested funds to purchase new equipment that would replace aging equipment in the roads, parks, general maintenance, and sewer divisions. The estimated date of delivery varied by type of equipment, ranging from four to six months for the asphalt grinders and turf mower to 36 months for a hybrid bucket truck. With the ongoing delays in supply chains, it was important to order the equipment soon to be placed in the queue. He clarified the request was not for the purchase of two bucket trucks, but he sought direction from the City Council whether it would like staff to purchase a standard model or the hybrid model. Only one bucket truck had been proposed for replacement. Also, given the supply chain issues, delivery of the dump truck was not feasible and the cost was $20,000 over the amount the City Council had previously approved.

Council member Tave preferred the hybrid bucket truck model even though there was a long lead time. He also liked the chart showing what funds were coming from various City funds but in the future would like to see the totals in all funds.

Council member Tave also commented that he had been unable to include all of the appropriations he would have liked the City Council to consider during prior City Council budget discussions. He described the discussions around the Operating and CIP Budget as brutal and he would have preferred a special meeting to allow the City Council to provide the City Manager with a list of ideas. He recommended the City Council take a step back and try to reconsider the process, such as the use of the Budget Balancing Tool. Asking the City Council to now consider additional appropriations would be another back-and-forth process, and he would rather see a more deliberate and intentional discussion. Given the absence of Council member Toms, he was averse to having this discussion at this time.

Council member Murphy clarified with City Manager Murray the reorganization classification and salary differences between the Assistant to the City Manager and the Management Analyst positions.

City Manager Murray reported that Management Partners had conducted an organizational assessment and had made a number of recommendations, one of which was to have a classification for Assistant to the City Manager to oversee citywide initiatives like legislation advocacy, governmental affairs, citywide communication and engagement and information technology functions. Also, the reconfiguration of the Community Services Director position was clarified with the reorganization involving the creation of new departments and reshuffling of portfolios. Separate Public Works and Community Development Departments had been created both with separate Department Heads and a Community Services Department, which was an amalgamation of Parks and Recreation and other community-oriented services.

In some cases, existing staff were being re-tasked with new portfolios and the Assistant City Manager had been tasked with overseeing the Community Services Department; however, given the City's historic practice of having individual employment agreements with Department and other Division Heads, the City had a contractual arrangement between the City and Assistant City Manager and could not change the title and classification. While that employment agreement was in place the City needed to maintain that classification and reflect it in the budget. The long-term plan was not to have an Assistant City Manager classification but a Community Services Director. The expiration date of the employment agreement for the current Assistant City Manager was in 2023.

City Manager Murray further commented that funding the City Council had appropriated for economic development support was yet to be determined with the new Community Development Director responsible for economic development. Staff preferred to wait for the recommendations from the consultant on the Economic Development Strategy to determine the best use of funds previously appropriated by the City Council for economic development support.

Responding to the Mayor, Public Works Manager Bingaman again detailed the specifics of the Public Works Department expenditure request for equipment and vehicle purchase appropriations. He reported with the absence of a functional bucket truck, staff had leased a bucket truck although supply chain issues had also made that a challenge. When the Public Works Department was able to secure that equipment, they would be able to schedule required maintenance.

City Manager Murray clarified the absence of the equipment did not mean that routine maintenance could not be conducted on a regular schedule. He stated there was no risk to the community but staff needed to bundle some of the work that required the use of the bucket truck.

Public Works Department staff would be borrowing a bucket truck from the City of Hercules to install the holiday tree lighting in the upper canopies of the downtown trees and decorations of the holiday tree in the community corner, and the City had requested the use of other peer's bucket trucks for City use.

Public Works Manager Bingaman acknowledged the replacement of the bucket truck was not critical if the City had access through rentals or cooperation with other agencies.

City Manager Murray also clarified the appropriation for the Climate Action Plan (CAP) document in the amount of $120,000, which amount was the going market rate for a critical document. The CAP would provide useful guidance for a number of years.

Council member Tave asked whether the City had documented formal agreements with neighboring cities citing the use of the City of Hercules' bucket truck and given the supply chain issues, which may continue indefinitely, to which Public Works Manager Bingaman responded he was unaware of any formal agreement with peer agencies although in the past there had been a reciprocal situation with the neighboring agency. He explained that the situation was infrequent and occurred more when equipment broke down and could not be replaced within a reasonable period of time or when a rental could not be secured.

City Manager Murray added there had been no discussions between City Managers on this topic.

Council member Tave suggested as the supply chain issues worsened it may be a worthy topic of discussion with neighboring agencies.

Public Works Manager Bingaman noted the issue was only with the bucket truck, as this equipment was currently in high demand. The Public Works Department otherwise had the equipment needed to conduct its daily activities.

Mayor Martinez-Rubin agreed the City Council did not have to discuss additional appropriations at this time recognizing the absence of Council member Toms. She otherwise wanted to know the basis/rationale for any Council member recommended appropriation of additional funds in terms of how it meshed with current plans and with the Strategic Plan. She supported the notion of not having a discussion of additional appropriations at this time, particularly since the City Council had only received a quarter of the reports indicating the status of the budget, with more information to be provided mid-year around February 2022. At that time, the City Council could discuss any additional appropriations or consider allotting time to discuss where they were with the items that had been appropriated and the related programming.

Council member Murphy agreed with the Mayor's approach since he found some of the items overlapped and there would be value to future discussions. He thanked the City Manager and the Finance Director for the information on the budget process during ongoing Council meetings but wanted to continue to find ways for negotiation and approaches that may be valuable for the City Council and the public. He also suggested it would be helpful to see how the Long-Term Financial Plan aligned with the appropriations discussion.

Council member Murphy clarified with City Manager Murray that the purpose of the Revitalization Reserve Fund would have to be researched further to clarify its intended focus and whether that focus had specifically been on the downtown.

City Manager Murray added that the Long-Term Financial Plan included a detailed forecast and plan identifying existing conditions and changes made to expenditures and revenues, with new services and programs to be identified. The Long-Term Financial Plan provided the big picture of the City's condition and capacity over five years and based on that information the City Council was to consider what it wanted to do. Once there was a full blown plan, which would be revisited in the spring of 2022, the idea was that the budget process would be straightforward since ongoing operations and any new things being done should comply with the Long-Term Financial Plan.

Council member Tave suggested this discussion required more attention, time, and involvement with the City Council. As an example, the workshop format to discuss the American Rescue Plan Act (ARPA) funds, which had been held over two weekends, had been beneficial and a similar process could be considered for budget discussions.

Mayor Martinez-Rubin recognized the consensus of the City Council was not to have a discussion on additional appropriations at this time but consider the recommendations from staff which the City Council must consider by adopting the resolution contained in the staff report.

Council member Tave offered a motion, seconded by Mayor Martinez-Rubin to approve the resolution contained in Attachment A to the staff report, with the exception of Item 6, purchase of the hybrid bucket truck.

Finance Director Guillory confirmed the balance would decrease with the removal of the hybrid bucket truck expenditure. She also noted that a public comment had come up after the Mayor had closed the public comments, and asked the Mayor whether the speaker could provide comment at this time.

Mayor Martinez-Rubin asked that a vote be taken on the motion.

ACTION: Motion by Council member Tave/Mayor Martinez-Rubin to Adopt a Resolution Amending the Fiscal Year 2021/22 Operating and Capital Budget to Incorporate Additional Appropriations, with the exception of the expenditure for the hybrid bucket truck.

Vote:	**Passed**	**4-0-1**
	Ayes:	**Martinez-Rubin, Murphy, Salimi, Tave**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Toms**

City Manager Murray advised that he and Finance Director Guillory would be more than happy to return to the City Council with a recommendation and update on the appropriations and a recommendation in advance of the mid-year budget discussion on what the process should be for the upcoming budget cycle.

The City Council welcomed the offer from the City Manager.

Finance Director Guillory also provided an update on the use of the Balancing Act tool after the November 6, 2021 ARPA workshop with responses having increased by 75 percent.

C. Support 100 Percent Zero-Emission New Vehicle Sales in California by 2030 **[Action: Adopt Resolution per Staff Recommendation (Kaur)]**

Senior Project Manager Kaur introduced Peter Myers, representing ZEV2030, representing the ZEV2030 campaign, a coalition of organizations and local governments committed to implementing a zero-emission standard for new car sales of light utility vehicles (passenger cars, SUVs, trucks) in California by 2030. The ZEV2030 campaign created a model resolution for the City Council to consider. The resolution expressed support for the state's transition to 100 percent ZEVs and further recommended an accelerated timeline to reach this goal by 2030 instead of 2035. The ZEV2030 Zero Emission Vehicle Pledge, available at ZEV2030.org, articulated the dire need for reform to California's transportation system and commitment to decarbonizing and combating the climate crisis. The resolution did not require the City to take any specific actions. She asked the City Council to consider the adoption of the resolution contained in Attachment A to the staff report.

Peter Myers, ZEV2030 provided a PowerPoint presentation on ZEV2030, Reaching California's Climate Goals and Driving a Transportation Revolution; which included an overview of the Intergovernmental Panel on climate change; identified transportation as the largest contributor to Greenhouse Gas Emissions (GHGs) in the state; why the effort should start in California; the work of ZEV2030 through coalition building, education and public awareness and public advocacy; statewide actions that had taken place; and identified the cities, counties and agencies that had passed ZEV2030 resolutions.

PUBLIC COMMENTS OPENED

Rafael Menis, Pinole, thanked the City Council for the presentation and urged the City Council to back the ZEV2030 resolution. He asked the timeline for medium and heavy vehicle compliance with 100 percent zero emissions.

Mr. Myers explained that ZEV2030 was not advocating for a particular date for medium and heavy duty vehicles to have 100 percent zero emissions, although the Governor had indicated some goals for those vehicles. Buses had a great opportunity for using hydrogen fuel, with other advocacy groups focused on school buses being electric prior to 2030. Some of the equipment Public Works required was becoming more available electrically, and the electrification of vehicle fleets for cities was another opportunity, with the exception of police pursuit vehicles.

PUBLIC COMMENTS CLOSED

Council member Tave understood the focus was on transportation and the amount of GHGs Pinole was generating, and Mr. Myers explained that the resolution before the City Council was specifically registering a desire to the State to set the goal of 100 percent zero emissions for new vehicle sales in the state.

Council member Tave supported the resolution.

Council member Murphy thanked Mr. Myers for the presentation and Ms. Kaur for driving the issues. He asked whether ZEV2030 had started making presentations to the various transportation boards in the region.

Mr. Myers stated that ZEV2030 had yet to make presentations to the transportation agencies in the region, but it was already a focus for AC Transit. He had started a dialogue with the City of Hercules and as more communities voted on the resolution it would be a simpler policy for the transportation agencies to support.

Council member Murphy asked whether the private sector, such as Uber and Lyft had been approached by ZEV2030, and Mr. Myers stated that Uber and Lyft had indicated a desire that their entire fleets be comprised of electric vehicles by 2030 but there were a lot of equity issues to be addressed, which was why public charging stations were so important. The City of Pinole could help this effort by stopping the distribution of fossil fuels and licensing new gas stations. There were also other programs that assisted in installing public charging stations and Marin Clean Energy (MCE) had information in that regard that could considered.

Council member Murphy encouraged ZEV2030 to also consider making presentations to the various transportation agencies. He commented on the number of buses that utilized the WestCAT center in terms of environmental impacts to the Pinole Shores area. He looked forward to future presentations on zero emissions policies.

Mayor Martinez-Rubin thanked Mr. Myers for the presentation and the consideration of equity. She asked for clarification of the Governor's declaration and Mr. Myers explained that the Governor's declaration was for 100 percent zero emissions by 2035, and he emphasized since the Governor would not be in office at that time it was important to have actual legislative solutions and something that truly came from state government that 2030 was the goal for 100 percent zero emissions, which would allow time to phase out gas powered vehicles.

Mayor Martinez-Rubin understood that some of the WestCAT buses were slated to be converted to electric vehicles but reported that local transit agencies had been faced with challenges since ridership had decreased and groups were interested in creating a seamless approach to transit that was more practical and affordable than it was now, which had to be kept in mind as part of the subject discussion.

Mr. Myers recognized that transit must be better, personal vehicles even electrified was not the answer to all climate issues, and there needed to be other improvements along with this effort.

ACTION: Motion by Council members Murphy/Tave to Adopt a Resolution Supporting the Goal of Reaching 100 Percent Zero-Emission New Vehicle Sales in California by 2030.

Vote:	**Passed**	**4-0-1**
	Ayes:	**Martinez-Rubin, Murphy, Salimi, Tave**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**Toms**

12. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor Martinez-Rubin reported she had attended a meeting of the WestCAT Board, with the Board having decided to extend the Clipper Card Start Income Based Transit Fare discount pilot program through June 30, 2023, adopted a resolution confirming the continued existence of a local emergency, and directed its staff to establish a COVID-19 vaccination policy for the agency and for contract employees. She asked everyone to continue to adhere to public health guidance related to COVID-19 guidelines.

B. Mayoral & Council Appointments

None

C. City Council Committee Reports & Communications

Mayor Pro Tem Salimi thanked Mayor Martinez-Rubin for having served as Mayor this past year.

Council member Murphy reported a MCE Board meeting would be held on Thursday, November 18 at 7:00 p.m. with information available on the MCE website. He welcomed community engagement for the meeting given the proposal by MCE for rate adjustments, which he detailed at this time. He also invited interested participants to his coffee conversation scheduled for Sunday November 21 at 9:00 a.m. via Zoom, with more information on his website murphyforpinole.com.

Council member Tave reported that RecycleMore would be meeting via Zoom on November 18, 2021 at 6:15 p.m., and briefed the Council on the agendized discussions. He also reported he had received a telephone call from a resident regarding deterioration occurring in City parks. He encouraged residents to reach out to the City Council and staff with any concerns to allow any issues to be resolved. In addition, he spoke to the 2020 Census and the effort for everyone to be counted. He reported the California Redistricting Commission had prepared redistricting maps, one of which had pushed the cities of Hercules and Pinole into Solano County for the Assembly District and which had effectively moved Pinole out of West County. He urged residents to advocate for Pinole remaining in West County. He briefed the Council on his opinion on this issue and referenced a recent article in the Contra Costa Herald which summarized all of the conversations on the redistricting issue. He encouraged his colleagues to make comments to the Redistricting Commission with meetings scheduled for November 17, 18 and 19. Information was available on the California Redistricting Commission website and everyone was encouraged to engage in the process. He otherwise wished everyone a Happy Thanksgiving.

D. Council Requests for Future Agenda Items

Council member Murphy requested a future agenda item on next steps or options for speed bumps on Pinole Valley Road and Wright Avenue given the concern with the speed of traffic in that area.

Mayor Martinez-Rubin understood a Local Road Safety Plan was ongoing and it was important to have the results of that study prior to a discussion as to what was feasible.

Consensus given for a presentation that stemmed from the Local Road Safety Plan and what could be done given the current issues.

City Manager Murray confirmed a consultant was preparing a Local Road Safety Plan that would be presented to the City Council and which would naturally offer an opportunity to discuss any community concerns and specific discussions on key sections of the Local Road Safety Plan.

Mayor Martinez-Rubin requested a future agenda item for discussion of expanding the City's ordinance related to polystyrene (Styrofoam products) with the existing ordinance prohibiting the use of such products in disposable food ware, and with steps towards the reduction of plastic ware used by different vendors, retailers, restaurants and facilities in the city associated with prepared food and consistent with AB 1383, along with a timeline in which the ordinance would be presented to the public. Consensus given.

Council member Tave requested a future agenda item and a report on how much Pinole contributed to MCE.

Mayor Martinez-Rubin understood an annual report from MCE should be available to the City, and City Manager Murray acknowledged the City Council had already posed the request to MCE and he would follow up on the City's Council's behalf with a report back.

E. City Manager Report / Department Staff

City Manager Murray reported he had the opportunity to speak at the Rotary Club; attended the Veterans Memorial; and advised the Tree Lighting Ceremony scheduled for Saturday, December 4, 2021 would include a pilot program where all Pinole K-12 schools had been invited to bring an ornament and place it on the tree in the community corner; downtown trees had been partially lit;

and a community meeting had been scheduled for December 8, 2021 to consider preliminary designs for the replacement bridge on San Pablo Avenue.

The City Manager also reported that information on the Local Road Safety Plan was available on the City website and the City Council had a lot of dialogue on litter at on/off-ramps on the freeway with staff meeting with Caltrans in early December to discuss the issues. In addition, there had been some deterioration of the rubber playing surface at Pinole Valley Park children's area, with Public Works Department staff to conduct some patching repair with a permanent solution to be considered as part of the CIP. Residents with any concerns with the condition of City facilities were encouraged to contact staff via the City website.

Mayor Martinez-Rubin asked the City Manager to share the information on the December 8 community meeting with his City of Hercules counterparts. She also thanked staff for the efforts to meet with Caltrans in order to have the off/on-ramps to the freeway cleaned.

City Manager Murray reported that staff had coordinated with City of Hercules staff on the meeting date with residents in Hercules who lived near the bridge to receive a mailer.

F. City Attorney Report

City Attorney Casher wished everyone a safe and Happy Thanksgiving holiday.

13. ADJOURNMENT to the Regular City Council Meeting of December 7, 2021 in Remembrance of Amber Swartz.

At 10:05 p.m., Mayor Martinez-Rubin adjourned the meeting to the Regular City Council Meeting of December 7, 2021 in Remembrance of Amber Swartz.

Submitted by:

____

Heather Bell, CMC
City Clerk

Approved by City Council:

CITY COUNCIL MEETING
MINUTES
December 7, 2021

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

The City Council Meeting was held via Zoom videoconference and broadcast from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Martínez-Rubin called the Regular Meeting of the City Council to order at 6:01 p.m. and led the Pledge of Allegiance.

2. LAND ACKNOWLEDGEMENT

Before we begin, we would like to acknowledge the Ohlone people, who are the traditional custodians of this land. We pay our respects to the Ohlone elders, past, present and future, who call this place, Ohlone Land, the land that Pinole sits upon, their home. We are proud to continue their tradition of coming together and growing as a community. We thank the Ohlone community for their stewardship and support, and we look forward to strengthening our ties as we continue our relationship of mutual respect and understanding.

3. ROLL CALL, CITY CLERK'S REPORT & STATEMENT OF CONFLICT

An official who has a conflict must, prior to consideration of the decision; (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself/herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov. Code § 87105.

A. COUNCILMEMBERS PRESENT

Norma Martínez-Rubin, Mayor
Vincent Salimi, Mayor Pro Tem
Devin Murphy, Council Member
Anthony Tave, Council Member
Maureen Toms, Council Member

B. STAFF PRESENT

Andrew Murray, City Manager
Heather Bell, City Clerk
Eric Casher, City Attorney
Hector De La Rosa, Assistant City Manager
Roxane Stone, Deputy City Clerk

City Clerk Heather Bell announced the agenda had been posted on Thursday, December 2, 2021 at 4:00 p.m. All legally required notice was provided. No written comments had been received in advance of the meeting.

Following an inquiry to the Council, the Council reported there were no conflicts with any items on the agenda.

4. CONVENE TO A CLOSED SESSION

Citizens may address the Council regarding a Closed Session *item prior to the Council adjourning into the Closed Session, by first providing a speaker card to the City Clerk.*

None

5. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION

There was no Closed Session.

6. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting.

Cordell Hindler, Richmond, asked the City Council to consider a future agenda item for a presentation from Ken Kirkey with All Home regarding homelessness, and that the budget be re-agendized to allow for discussion on City positions. While he missed the Holiday Tree Lighting ceremony, he looked forward to an in-person event in 2022.

Rafael Menis, Pinole, reported on the County's overall progress on the Coronavirus and percentages of Pinole residents who had been fully and partially vaccinated. He urged those who had received their vaccines six months ago to receive a booster shot pursuant to the overall recommendations from health officials. He also expressed his appreciation to Christy Lamb Julian for her work on getting student participation for the Holiday Tree Lighting Ceremony.

Anthony James, Pinole, understood that a meeting with Caltrans had been scheduled which he asked to be open to the public to allow for community input, particularly since the overhead lights on the freeway underpass remained inoperable, an issue that had been identified for some time with no resolution. He also sought a joint effort between the City of Pinole and Caltrans to widen the off-ramp beyond the Jack in the Box to three lanes to alleviate traffic back-ups. In addition, he asked the status of the vacant caretakers' home on Adobe Road and the illegal dumping of wood chips on that property.

Lisa Stramm, a resident of San Francisco, congratulated Council member Murphy.

Debbie Long, Pinole, reminded everyone of Pearl Harbor on December 7, 1941 and asked for an acknowledgement at the end of the meeting and a Moment of Silence to those who lost their lives that day. While she was not going to comment on Council member Murphy not standing for the flag during the Pledge of Allegiance, she found it ironic that on this date he would be sworn in as Mayor Pro Tem. She asked that Council member Murphy reflect on that event on this day. She also expressed her congratulations to Mayor Pro Tem Salimi on his new position as Mayor once he was sworn in and looked forward to his tenure at the helm.

Alfred Twe, congratulated Council member Murphy for all of his work.

Nicole Bolden, offered her congratulations to Council member Murphy on his impending role and wished him well.

City Manager Andrew Murray was unaware of the upcoming Caltrans meeting a member of the public had referenced, although he reported that City staff regularly communicated with Caltrans regarding residents' concerns with respect to congestion on I-80, mobility challenges, congestion on local roads due to the congestion on I-80, the metering system and litter from the freeway that impacted the community. City staff had recently met with Caltrans to discuss these issues and would be further discussing Caltrans' initiatives. While none of the City's ongoing studies involved Caltrans, the City did have a number of traffic monitoring efforts moving forward. Interested parties were encouraged to e-mail him to follow-up on any issues.

7. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

None

B. Presentations / Recognition

None

8. CONSENT CALENDAR

All matters under the Consent Calendar are considered to be routine and noncontroversial. These items will be enacted by one motion and without discussion. If, however, any interested party or Council member(s) wishes to comment on an item, they may do so before action is taken on the Consent Calendar. Following comments, if a Council member wishes to discuss an item, it will be removed from the Consent Calendar and taken up in order after adoption of the Consent Calendar.

PUBLIC COMMENTS OPENED

Deputy City Clerk Roxane Stone reported there were no comments from the public.

PUBLIC COMMENTS CLOSED

A. Approve the Minutes of the Meeting of October 19, 2021 and November 6, 2021

B. Receive the November 13, 2021 – December 3, 2021 List of Warrants in the Amount of $783,641.61 and the November 26, 2021 Payroll in the Amount of $471,266.05

C. Resolution Confirming Continued Existence of Local Emergency **[Action: Adopt Resolution per Staff Recommendation (Casher)]**

D. Ordinance Adding Chapter 8.10, Organics Reductions and Recycling Ordinance, to the Pinole Municipal Code **[Action: Second Reading and Adoption per Staff Recommendation (Casher)]**

ACTION: <u>Motion by Council members Murphy/Toms to Approve Consent Calendar Items 8A through 8D, as shown</u>.

Vote:	**Passed**	**5-0**
	Ayes:	**Martinez-Rubin, Murphy, Salimi, Tave, Toms**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**None**

9. COUNCIL REORGANIZATION

A. Presentations to Mayor Martinez-Rubin

City Manager Murray presented Mayor Martinez-Rubin a small vase with an inscription in recognition of her service as the Mayor for the City of Pinole. He thanked Mayor Martinez-Rubin for her dedication and service and stated it had been a pleasure working with her as the Mayor.

Mayor Martinez-Rubin thanked the City Council and staff for the vase. She commented on the City Council's efforts over the past year to work together and to be collaborative. She acknowledged the new staff and a new City Manager despite the COVID-19 pandemic, and spoke to the American Rescue Plan Act (ARPA) funds which would help the City continue its progress and be able to complete items that had been identified in the Strategic Plan. As Mayor, she had worked to be efficient, had grown during her Mayorship, and recognized a lot of what had been accomplished as Mayor was working with the entire City Council. She expressed her appreciation to the City Council and staff and looked forward to continuing to serve and represent the City of Pinole as a member. She thanked her husband, Jeff Rubin, for his support.

B. Council Comments to Outgoing Mayor

PUBLIC COMMENTS OPENED

Cordell Hindler, Richmond, stated the Mayor had done an exceptional job given long City Council meetings, the budget and other issues. He thanked her for listening to everyone including the City Council, staff, and members of the public.

Rafael Menis, Pinole, also thanked Mayor Martinez-Rubin for her tenure as the Mayor over the past year, for her hard work to be fair and evenhanded to all commenters to ensure an equitable process, for her advocacy for vaccinations against COVID-19, and for her work with the Pinole Creek Watershed Community Science Project. He wished her well.

PUBLIC COMMENTS CLOSED

Council member Toms thanked the Mayor for all of her work and representation of the City as the liaison to many other community organizations, particularly given the challenges of the pandemic. She thanked Mayor Martinez-Rubin for her leadership and guidance during the last year.

Mayor Pro Tem Salimi also thanked Mayor Martinez-Rubin for her work, fairness and kind heart, particularly during a very challenging year. He was proud to have served as her Mayor Pro Tem.

Council member Murphy echoed the comments from his fellow Council members and in particular appreciated the Mayor's work with WestCAT.

Council member Tave thanked Mayor Martinez-Rubin for her leadership and commended her work on the census. He looked forward to another great year on the City Council.

Mayor Martinez-Rubin thanked everyone for their kind comments.

C. Reorganization of the City Council in Accordance with Council Resolution 2010-87 and Appointment of Mayor and Mayor Pro Tem **[Action: Council Discretion to Nominate Officers and Adopt a Resolution of Appointment (Bell)]**

City Clerk Bell presented the staff report and recommended the City Council appoint the Mayor and Mayor Pro Tem per the Rules of Succession established by Resolution 2010-87, by approving the resolution in Attachment A to the staff report.

PUBLIC COMMENTS OPENED

Cordell Hindler, Richmond, agreed with the staff recommendation.

Hadiya (no last name given), responded to comments made by a member of the public related to Council member Murphy not standing for the flag and the history of Pearl Harbor Day. She understood that Council member Murphy had family that had fought and died for this country, with many people having fought for freedom and the right to make choices. She asked the speaker to realize because of those rights people had a right to decide how to show up. She was pleased Devin Murphy would be selected as the Mayor Pro Tem.

Cheryl Sudduth commended the service of Mayor Martinez-Rubin, particularly during the Mayors' Conferences. She thanked Mayor Martinez-Rubin and the entire Council for their service. She also looked forward to the leadership of the new Mayor and Mayor Pro Tem on a number of initiatives in West County. She encouraged everyone to be kind to one another in all of their actions and interactions with each other.

PUBLIC COMMENTS CLOSED

ACTION: Motion by Council members Toms/Tave to adopt a Resolution Appointing Vincent Salimi as Mayor and Devin Murphy as Mayor Pro Tem for a One-Year Term Consistent with the Procedures in Resolution No. 2010-87.

Vote:	**Passed**	**5-0**
	Ayes:	**Martinez-Rubin, Murphy, Salimi, Tave, Toms**
	Noes:	**None**
	Abstain:	**None**
	Absent:	**None**

D. Administer Oath to Mayor and Mayor Pro Tem by City Clerk

The Oath of Office was administered to Mayor Pro Tem Devin Murphy by Contra Costa County District Attorney Diana Becton, and the Oath of Office was administered to Mayor Vincent Salimi by Attorney Paul Tour-Sarkissian, Esq.

E. Transfer of the Gavel & Comments by the New Mayor

Mayor Salimi read into the record written comments in which he detailed his background as a double immigrant, born in Iran raised in France, and as someone who was living the American Dream. He had been elected by Pinole citizens in 2018, and he commended the work of the City Council to end divisions. He highlighted all of the City Council's achievements over the past three years.

Mayor Salimi suggested work still needed to be done on economic development, potentially a City bank, development of the downtown, the reopening of Fire Station No. 74, and consideration of a Charter City. He looked forward to serving the City of Pinole as its Mayor, and working with Mayor Pro Tem Murphy and the entire City Council.

Mayor Salimi further expressed his appreciation to District Attorney Diana Becton for supporting him during his election, and expressed appreciation to several former Pinole Council members, former City Managers including the current City Manager, and other members of City staff. In addition, he expressed his appreciation for the support of his wife and family and numerous extended family members including those no longer present. Further, members of the community and community organizations which had been supportive were also recognized including the residents of Pinole.

Mayor Pro Tem Murphy read into the record written comments and reported he would be not only the youngest but the first black and open LGBTQ+ Mayor Pro Tem in Pinole's history. He too highlighted the many initiatives the City Council had shepherded over the past few years and suggested the City Council could fulfill its potential as a body as a strong, responsible, transparent, and collaborative Council that upholds responsible participatory government as great as the people served. As the Mayor Pro Tem, he would continue to serve Pinole residents with the utmost respect and honor and would work every day for the government the City deserved. He looked forward to working with the City Council, City staff, the public and the Mayor to ensure the City Council worked for all people including those most marginalized.

Council member Martinez-Rubin virtually turned the gavel over to the new Mayor.

Mayor Salimi chaired the meeting at this time.

Council member Tave congratulated both Mayor Salimi and Mayor Pro Tem Murphy, and looked forward to working with the entire Council and keeping the momentum moving forward.

Council member Toms also congratulated both Mayor Salimi and Mayor Pro Tem Murphy. She too looked forward to working with everyone.

PUBLIC COMMENTS OPENED

Rafael Menis, Pinole, congratulated both Mayor Salimi and Mayor Pro Tem Murphy, spoke to the background of each and emphasized the need to recognize the diversity of strength and experience both men brought to their leadership roles, with ambitious goals everyone shared both within the community and with the major projects that had been moving forward and would continue to go forward while defending the democratic and republican nation from threats within/outside of the community. He appreciated the fact both the Mayor and Mayor Pro Tem had taken the Oath of Office to protect Pinole citizens against all enemies, both foreign and domestic, who sought to overturn the Constitution, both in the State of California and in the United States as a whole. He thanked the Mayor and Mayor Pro Tem for their comments on democracy and the defense of democracy.

Irma Ruport, Pinole, congratulated both Mayor Salimi and Mayor Pro Tem Murphy. She urged the Mayor and Mayor Pro Tem to reach out to those they may not know and when making decisions ensure it was for the betterment of all and not just a few. She supported the entire City Council and urged the reopening of Fire Station No. 74.

Mayor Salimi thanked both District Attorney Becton and Mr. Tour-Sarkissian for their participation.

PUBLIC COMMENTS CLOSED

F. Review, Discuss and Appoint to the 2021 Council Committee Assignments List **[Action: Council Discretion to review, discuss and appoint Councilmembers (Bell)]**

Mayor Salimi identified the City Council 2021 Council Committee Assignments as follows:

Joint Powers Authorities and Other Interagency Regulatory Bodies of which the City is a Member

	Primary/Delegate(s)	Alternate
Association of Bay Area Governments (ABAG)	Toms	Murphy
Marin Clean Energy (MCE)	Murphy	Toms
Pinole/Hercules Wastewater Subcommittee	Tave, Toms	Murphy
West Contra Costa Integrated Waste Management Authority (WCCIWMA “RecycleMore)	Tave	Murphy
West Contra Costa Transportation Advisory Committee (WCCTAC)	Martinez-Rubin	Murphy
Western Contra Costa Transit Authority (WestCat)	Martinez-Rubin, Toms	Murphy

Voluntary Interagency Collaboration Bodies of which the City is a Member

Bay Front Chamber of Commerce	Toms	
Contra Costa Mayors Conference	Salimi	Murphy
East Bay Division League of California Cities	Salimi	Murphy
West County Mayors and Supervisors Association	Salimi	Murphy

Subcommittees of the Pinole City Council

Finance Subcommittee	Salimi, Murphy, City Treasurer
Committee on Memorials	Murphy, Toms
Municipal Code Ad-Hoc Subcommittee	Tave, Toms
Planning Commission Interview Ad-Hoc Subcommittee	Martinez-Rubin, Toms
Taps and Community Services Commission Interview Ad-Hoc Subcommittee	Tave, Murphy
Participants in Formation Process of East Bay Wildfire Prevention and Vegetation Management Joints Powers Authority	Toms, Murphy

Historic Preservation Overlay/Old Town Design Guideline Review Ad-Hoc Subcommittee	Martinez-Rubin, Toms
Technology and Communications Subcommittee	Murphy, Tave

PUBLIC COMMENTS OPENED

Deputy City Clerk Roxane Stone reported there were no comments from the public.

PUBLIC COMMENTS CLOSED

City Clerk Bell reported the list of Council Committee Assignments would be brought back to the City Council at its next meeting for approval.

10. PUBLIC HEARINGS

Citizens wishing to speak regarding a Public Hearing item should fill out a speaker card prior to the completion of the presentation, by first providing a speaker card to the City Clerk. An official who engaged in an ex parté communication that is the subject of a Public Hearing must disclose the communication on the record prior to the start of the Public Hearing.

None

11. OLD BUSINESS

None

12. NEW BUSINESS

None

13. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor Salimi was happy and honored to be the new Mayor. He reported that he had attended the Holiday Tree Lighting ceremony, appreciated the participation from the Council and attendees, and expressed his appreciation to Sequoia Real Estate for its participation.

B. Mayoral & Council Appointments

None

C. City Council Committee Reports & Communications

Mayor Pro Tem Murphy also was thankful to serve and looked forward to working with the City Council in the next year including all City staff, community partners and the small business community. He thanked everyone involved in the Holiday Tree Lighting ceremony and all donors and sponsors. He looked forward to the commencement of the work of the Technology and

Communications Subcommittee, and those interested in the work of the subcommittee were asked to send him an e-mail and let him know how the City could better communicate with the public.

Council member Martinez-Rubin reported she had attended the Holiday Tree Lighting ceremony and took the opportunity to specifically identify all of the community sponsors and City Departments who had helped with the event. She reiterated the need for everyone to be vaccinated and comply with social distancing and masking requirements. She also reported that she had attended the Mayors' Conference with a presentation from the Northern California College Promise Coalition and briefed the Council on the discussions. In addition, a presentation had been made by District Attorney Becton on the District Attorney's Office response to the wave of retail thefts with higher levels of more serious prosecutions being considered. A number of Mayors from Contra Costa cities were working with the District Attorney's Office on how best to address those incidents. Further, WestCAT would be meeting later in the week via Zoom.

Council member Toms reported she had been absent for the last meeting of the City Council since she had been attending a conference. She congratulated the City of Pinole for being able to advocate for Measure X funds and looked forward to whatever agreement could be considered to reopen Fire Station No. 74. She had also attended the League of California Cities presentation on Bay Adapt: Regional Strategy for a Rising Bay, an initiative of the San Francisco Bay Conservation and Development Commission (BCDC) on rising tides, with impacts on Bay Area coastal communities, as well as the first meeting of the formation for the East Bay Wildfire Prevention and Vegetation Management Joint Powers Authority, and briefed the Council on the discussions. She too thanked City staff and the community organizations for their support of the Holiday Tree Lighting ceremony.

Council member Tave thanked everyone involved in the Holiday Tree Lighting ceremony which had been a great event, and commended the synergy with everyone working in concert. He looked forward to the next year and future successes. He added that the West Contra Costa Integrated Waste Management Authority (WCCIWMA) RecycleMore would meet on Thursday, December 9, 2021 with more information on the RecycleMore website. He wished everyone a Happy Holiday.

D. Council Requests for Future Agenda Items

Council member Toms requested a future agenda item for the adoption of a resolution in support of the Bay Adapt: Regional Strategy for a Rising Bay initiative. Consensus given.

Mayor Pro Tem Murphy requested a future agenda item for a presentation from the Greenbelt Alliance on its Resilience Book, with the date yet to be determined. Consensus given.

Mayor Pro Tem Murphy requested a future agenda item to revisit the Council procedures; Mayor Salimi understood such discussion had been agendized for the December 21 City Council meeting; and City Manager Murray confirmed that after reorganization each year the City Council considered the City Council Procedures and the City Clerk would present the City Council Procedures at the December 21, 2021 City Council meeting.

Mayor Pro Tem Murphy requested a status report on the Parks Master Plan. Consensus given.

Council member Martinez-Rubin requested a future agenda item to consider augmenting the General Plan to include a Health Element. Consensus given for discussion purposes.

E. City Manager Report / Department Staff

City Manager Murray again congratulated the Mayor and Mayor Pro Tem and outgoing Mayor Martinez-Rubin. He reported that public input was currently being sought on a couple of projects including the Local Road Safety Plan and rebuilding the San Pablo Avenue Bridge, with a community workshop for the bridge project scheduled for December 8, 2021 via Zoom, and with more information on the City website. He also expressed his appreciation to City staff for the Holiday Tree Lighting ceremony and thanked all the community partners involved.

City Manager Murray added that the City Council had been provided memorandums with status reports on: the zoning for property located at 2151 Appian Way (former Doctors' Hospital); street light network ownership and maintenance; a site along Tennent Avenue for a potential future solar site; and recurring City Council items.

F. City Attorney Report

City Attorney Casher expressed his appreciation to outgoing Mayor Martinez-Rubin and congratulated newly-elected Mayor Salimi and Mayor Pro Tem Murphy. He looked forward to continuing to work with the City Council in the next year.

14. ADJOURNMENT to the Regular City Council Meeting of December 21, 2021 in Remembrance of Amber Swartz with a Moment of Silence Observed in Recognition of the Events at Pearl Harbor, Hawaii, December 7, 1941.

At 8:15 p.m., Mayor Salimi adjourned the meeting to the Regular City Council Meeting of December 21, 2021 in Remembrance of Amber Swartz.

Submitted by:

____

Heather Bell, CMC
City Clerk

Approved by City Council:

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8B

WARRANT LISTING

By Vendor Name

City of Pinole, CA

Payment Dates 12/4/2021 - 12/17/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2275 - ALL EAST BAY PROPERTIES					
2022 BL	97846	12/17/2021	100-000-31510	REFUND OVERPAYMENT OF 2022 BUSINESS LICENSE	18.00
				Vendor 2275 - ALL EAST BAY PROPERTIES Total:	**18.00**
Vendor: AME52 - AMERICAN MESSAGING SERVICE, LLC					
W4102378VL	97847	12/17/2021	525-118-43101	FD MESSAGING SERVICES DEC 2021	43.63
				Vendor AME52 - AMERICAN MESSAGING SERVICE, LLC Total:	**43.63**
Vendor: AME47 - AMERINATIONAL COMMUNITY SERVICES, INC.					
21-3887	97848	12/17/2021	285-464-42101	MONTHLY SERVICE FEE FOR OCTOBER 2021	280.76
21-3887	97848	12/17/2021	750-463-42101	MONTHLY SERVICE FEE FOR OCTOBER 2021	219.24
				Vendor AME47 - AMERINATIONAL COMMUNITY SERVICES, INC. Total:	**500.00**
Vendor: 2005 - ANIMAL DAMAGE MANAGEMENT, INC					
4803C	97796	12/10/2021	100-345-42108	PV/FERNANDEZ PARK BI-MONTHLY PEST CONTROL	250.00
				Vendor 2005 - ANIMAL DAMAGE MANAGEMENT, INC Total:	**250.00**
Vendor: ANT09 - ANTX,INC					
42993	97797	12/10/2021	500-642-42108	MG AB-W VERIZON LTE-SOLID NEMA	2,750.57
43038	97797	12/10/2021	500-642-42108	CANMNMH050	165.00
				Vendor ANT09 - ANTX,INC Total:	**2,915.57**
Vendor: ARA01 - ARAMARK UNIFORM SERVICES					
113021 860022857	97799	12/10/2021	100-221-44410	PD UNIFORM SERVICE NOV 2021	29.73
113021 860105970	97849	12/17/2021	100-343-44410	CORP YARD UNIFORM SERVICES NOV 2021	1,605.71
113021 939388000	97799	12/10/2021	100-231-42107	WWTP/SENIOR CENTER/FD UNIFORM SERVICE NOV 2021	132.45
113021 939388000	97799	12/10/2021	209-552-43804	WWTP/SENIOR CENTER/FD UNIFORM SERVICE NOV 2021	422.94
113021 939388000	97799	12/10/2021	500-641-44410	WWTP/SENIOR CENTER/FD UNIFORM SERVICE NOV 2021	1,251.60
24003310	97798	12/10/2021	100-342-44410	NAVY HOODED JACKET	75.71
24038868	97798	12/10/2021	500-641-44410	WWTP CLOTHING/EMBROIDERY	385.98
				Vendor ARA01 - ARAMARK UNIFORM SERVICES Total:	**3,904.12**
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
76977	97800	12/10/2021	100-343-44306	PADLOCKS	202.41
				Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:	**202.41**
Vendor: ATT01 - AT&T					
000017360741-	97850	12/17/2021	525-118-43101	PD AT&T CALNET SERVICE 10/20-11/19/21	2,353.97
287274105793X11282021	97801	12/10/2021	215-341-43101	PW I80 MOBILITY PROJECT 10/21-11/20/21	77.42
287277095767X11282021-	97851	12/17/2021	215-341-43101	PW I80 MOBILITY PROJECT 10/21-11/20/21	77.22
				Vendor ATT01 - AT&T Total:	**2,508.61**
Vendor: 2274 - AXE HEAD THREADS, LLC.					
D6611	97852	12/17/2021	100-231-44410	NAVY JOB SHIRTS	874.00
				Vendor 2274 - AXE HEAD THREADS, LLC. Total:	**874.00**

WARRANT LISTING

Payment Dates: 12/4/2021 - 12/17/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: BAR28 - BARTEL ASSOCIATES, LLC					
21-857	97803	12/10/2021	100-115-42101	ACTUARIAL CONSULTING SERVICES OCT 2021	1,175.00
				Vendor BAR28 - BARTEL ASSOCIATES, LLC Total:	**1,175.00**
Vendor: BAY01 - BAY AREA AIR QUALITY					
T132127	97804	12/10/2021	500-641-44304	ANNUAL PERMIT RENEWAL 2022	255.00
				Vendor BAY01 - BAY AREA AIR QUALITY Total:	**255.00**
Vendor: BAY04 - BAY AREA BARRICADE SVC.					
0027223	97853	12/17/2021	200-342-42108	ROAD CLOSED SIGN- PW	114.42
				Vendor BAY04 - BAY AREA BARRICADE SVC. Total:	**114.42**
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
0001318936	97805	12/10/2021	100-112-42514	LEGAL CLASSIFIED ADS NOV 2021	225.00
0001318936	97805	12/10/2021	100-115-42514	LEGAL CLASSIFIED ADS NOV 2021	297.90
				Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:	**522.90**
Vendor: BLU12 - BLUE CHIP TEES					
3006	97806	12/10/2021	209-553-42514	TINY TOTS TEE SHIRT FUNDRAISER	693.14
				Vendor BLU12 - BLUE CHIP TEES Total:	**693.14**
Vendor: BLU03 - BLUE LAGOON POOL SERVICE					
15897	97854	12/17/2021	209-557-42108	WINTER POOL SERVICE 11/20/21	220.00
				Vendor BLU03 - BLUE LAGOON POOL SERVICE Total:	**220.00**
Vendor: BOU01 - BOUND TREE MEDICAL, LLC					
84292631	97807	12/10/2021	100-231-42104	FD MEDICAL SUPPLIES	1,235.54
84294421	97807	12/10/2021	100-231-42104	ALBUTEROL 0.083%, 2.5MG, 3ML UNIT DOSE	6.30
84296117	97807	12/10/2021	100-231-42104	SYRINGES/LEVER LOCKS	62.29
84306393	97855	12/17/2021	100-231-42104	PARAMEDIC SUPPLIES FOR FIRE DEPT	1,211.68
				Vendor BOU01 - BOUND TREE MEDICAL, LLC Total:	**2,515.81**
Vendor: CAP05 - C.A.P.E. ACCOUNTING					
10064	97808	12/10/2021	100-222-42401	FULL MEMBERSHIP RENEWAL	50.00
				Vendor CAP05 - C.A.P.E. ACCOUNTING Total:	**50.00**
Vendor: CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS					
DEC 2021	97856	12/17/2021	100-231-41008	FIREFIGHTERS LONG TERM DISABILITY DEC 2021	265.50
DEC 2021	97856	12/17/2021	105-231-41008	FIREFIGHTERS LONG TERM DISABILITY DEC 2021	88.50
				Vendor CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS Total:	**354.00**
Vendor: DAV04 - CHARLENE DAVIS					
112921 REIMBURSEMENT	97809	12/10/2021	100-116-42302	CONFERENCE EXPENSES 11/16-11/19/21	1,114.13
112921 REIMBURSEMENT	97809	12/10/2021	100-116-42303	CONFERENCE EXPENSES 11/16-11/19/21	34.00
				Vendor DAV04 - CHARLENE DAVIS Total:	**1,148.13**
Vendor: 2242 - COLE PRO MEDIA, LLC					
2690	97810	12/10/2021	225-221-42514	TRANSPARENCY ENGAGEMENT ADVISING NOV 2021	2,000.00
				Vendor 2242 - COLE PRO MEDIA, LLC Total:	**2,000.00**
Vendor: COM20 - COMCAST					
111621PD	97811	12/10/2021	100-222-43105	PD BUSINESS CABLE SERVICES 11/21-12/20/21	170.84
				Vendor COM20 - COMCAST Total:	**170.84**

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT					
704431	97812	12/10/2021	200-342-42101	TRAFFIC SIGNAL MAINTENANCE OCTOBER 2021	7,198.15
704431	97812	12/10/2021	310-347-42101	TRAFFIC SIGNAL MAINTENANCE OCTOBER 2021	294.74
				Vendor CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT Total:	**7,492.89**
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
19094	97857	12/17/2021	100-221-42107	PD 2017 FORD EXPLORER UNIT 812 OIL CHANGE/TPMS SEN	262.30
				Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:	**262.30**
Vendor: CRI07 - CRIME SCENE CLEANERS INC.					
83017	97813	12/10/2021	100-221-42107	CAR #812	140.00
				Vendor CRI07 - CRIME SCENE CLEANERS INC. Total:	**140.00**
Vendor: CSI01 - CSI FORENSIC SUPPLY					
3680	97858	12/17/2021	100-222-42201	PD FORENSIC SUPPLIES	370.46
				Vendor CSI01 - CSI FORENSIC SUPPLY Total:	**370.46**
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
84297954	97859	12/17/2021	100-10601	CORP YARD UNLEADED GAS 300 GALLONS 11/30/21	1,265.34
84308498	97859	12/17/2021	100-10601	CORP YARD UNLEADED GAS 525 GALLONS 12/7/21	2,257.45
				Vendor 1443 - DIESEL DIRECT WEST, INC. Total:	**3,522.79**
Vendor: 2020 - DOCUSIGN, INC.					
INV27146915	97860	12/17/2021	525-118-42510	ANNUAL SOFTWARE RENEWAL	6,831.00
				Vendor 2020 - DOCUSIGN, INC. Total:	**6,831.00**
Vendor: DOL01 - DOLAN'S LUMBER					
120121 STATEMENT	97814	12/10/2021	106-344-47206	FULL STATEMENT PAYMENT NOV 2021 TRANSACTIONS	255.64
120121 STATEMENT	97814	12/10/2021	500-641-42108	FULL STATEMENT PAYMENT NOV 2021 TRANSACTIONS	340.51
				Vendor DOL01 - DOLAN'S LUMBER Total:	**596.15**
Vendor: 2198 - DOWN RANGE INVESTMENTS, LLC					
489005	97861	12/17/2021	100-231-44410	SAFETY CLOTHING FOR FIRE DEPT	1,378.71
489009	97861	12/17/2021	100-231-44410	SAFETY CLOTHING FOR FIRE DEPT	1,716.00
489011	97861	12/17/2021	100-231-44410	SAFETY CLOTHING FOR FIRE DEPT	3,850.40
497982	97815	12/10/2021	100-231-44410	BLACK LARGE HELMET WITH DIAL HARNESS	845.32
				Vendor 2198 - DOWN RANGE INVESTMENTS, LLC Total:	**7,790.43**
Vendor: 2276 - ETESTSOLUTIONS					
000354	97862	12/17/2021	217-117-42101	9/29-10/1/21 COVID TESTING SERVICES	880.00
				Vendor 2276 - ETESTSOLUTIONS Total:	**880.00**
Vendor: FAI03 - FAILSAFE TESTING					
11914	97816	12/10/2021	100-231-42107	GROUND LADDERS/HALYARD ROPE TESTING	725.60
				Vendor FAI03 - FAILSAFE TESTING Total:	**725.60**
Vendor: FED01 - FEDEX					
7-586-25163	97863	12/17/2021	100-112-42201	FEDEX ESPRESS SERVICES	6.30
				Vendor FED01 - FEDEX Total:	**6.30**
Vendor: FIL07 - FILEONQ, INC					
9461	97864	12/17/2021	525-118-42106	FILEONQ SOFTWARE/MAINT 2022-5% DISCOUNT	3,397.77
				Vendor FIL07 - FILEONQ, INC Total:	**3,397.77**
Vendor: FIS01 - FISHER SCIENTIFIC					
5373100	97817	12/10/2021	500-641-44305	COVER GLASS	150.23

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
5985947	97865	12/17/2021	500-641-44303	ACETATE BUFF PH 4 1L	208.84
				Vendor FIS01 - FISHER SCIENTIFIC Total:	**359.07**
Vendor: 2277 - GIERLICH-MITCHELL, INC.					
16092	97866	12/17/2021	500-642-42108	HANHOLE MONITOR- CY	2,518.96
				Vendor 2277 - GIERLICH-MITCHELL, INC. Total:	**2,518.96**
Vendor: GLO08 - GLOBALSTAR					
23668151	97818	12/10/2021	525-118-43101	ORBIT 150 WIRELESS PLAN 11/16-12/15/21	111.57
				Vendor GLO08 - GLOBALSTAR Total:	**111.57**
Vendor: GRE19 - GREEN VALLEY TRACTOR					
01-27256	97819	12/10/2021	100-345-42107	PTO SWITCH	661.89
				Vendor GRE19 - GREEN VALLEY TRACTOR Total:	**661.89**
Vendor: KEN14 - GREG KENNEDY RN					
100	97820	12/10/2021	100-231-42101	EMS CQI DUTIES OCT 2021	2,000.00
				Vendor KEN14 - GREG KENNEDY RN Total:	**2,000.00**
Vendor: H&R02 - H & R PLUMBING AND DRAIN CLEANING, INC.					
2022 BL	97867	12/17/2021	100-000-31510	REFUND OVERPAYMENT OF 2022 LICENSE	14.00
				Vendor H&R02 - H & R PLUMBING AND DRAIN CLEANING, INC. Total:	**14.00**
Vendor: HIL03 - HILLTOP FORD					
FOCS357687	97821	12/10/2021	100-221-42107	PD 2015 FORD SEDAN UNIT 807	194.12
				Vendor HIL03 - HILLTOP FORD Total:	**194.12**
Vendor: 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES					
SIN013502	97868	12/17/2021	100-115-42101	TRANSACTION TAX CONTRACT SERVICES	300.00
				Vendor 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:	**300.00**
Vendor: HOM01 - HOME DEPOT CREDIT SERVICE					
6035 3225 0315 0413 112121	97822	12/10/2021	100-222-44306	AGENCY WIDE HOME DEPOT PURCHASES	22.22
6035 3225 0315 0413 112121	97822	12/10/2021	100-343-44306	AGENCY WIDE HOME DEPOT PURCHASES	1,838.83
6035 3225 0315 0413 112121	97822	12/10/2021	100-345-44306	AGENCY WIDE HOME DEPOT PURCHASES	58.78
6035 3225 0315 0413 112121	97822	12/10/2021	207-344-44306	AGENCY WIDE HOME DEPOT PURCHASES	170.34
6035 3225 0315 0413 112121	97822	12/10/2021	500-641-44306	AGENCY WIDE HOME DEPOT PURCHASES	399.22
6035 3225 0315 0413 112121	97822	12/10/2021	500-642-44306	AGENCY WIDE HOME DEPOT PURCHASES	106.26
				Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:	**2,595.65**
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X06661602	97869	12/17/2021	500-641-44305	DEIONIZATION AND PORTABLE EXCHANGE SERVICE DEC2021	466.18
				Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:	**466.18**
Vendor: MOO14 - ISSAC MOORE					
NOV 2021	97823	12/10/2021	209-552-43802	EXERCISE CLASSES NOV 2021	225.00
				Vendor MOO14 - ISSAC MOORE Total:	**225.00**
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
236104	97824	12/10/2021	100-117-42511	PORTABLE TOILET RENTAL 11/18-12/15/21	140.77
				Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:	**140.77**
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
NOV 2021	97825	12/10/2021	209-552-43802	YOGA/BALANCE CLASSES NOV 2021	194.60
				Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:	**194.60**

WARRANT LISTING

Payment Dates: 12/4/2021 - 12/17/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1611 - JANICE M. BYER					
NOV 2021	97826	12/10/2021	209-552-43802	EXERCISE CLASSES NOV 2021	405.00
				Vendor 1611 - JANICE M. BYER Total:	**405.00**
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
9338	97870	12/17/2021	209-554-42108	PYC MONTHLY JANITORIAL SERVICES DEC 2021	456.00
9339	97870	12/17/2021	209-552-42108	SENIOR CENTER MONTHLY JANITORIAL SERVICES DEC 2021	422.00
9340	97870	12/17/2021	209-552-43810	SENIOR CENTER KITCHEN JANITORIAL SERVICES DEC 2021	405.00
9341	97870	12/17/2021	209-553-42108	TINY TOTS MONTHLY JANITORIAL SERVICES DEC 2021	377.00
				Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:	**1,660.00**
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000030673	97871	12/17/2021	500-641-44302	SLUDGE REMOVAL-WWTP	5,857.79
				Vendor KEL09 - KELLER CANYON LANDFILL Total:	**5,857.79**
Vendor: 2181 - KOFF & ASSOCIATES INC.					
013663	97827	12/10/2021	100-116-42101	TOTAL COMP-MANAGEMENT SEPT 2021	1,920.00
				Vendor 2181 - KOFF & ASSOCIATES INC. Total:	**1,920.00**
Vendor: LAN01 - LANER ELECTRIC SUPPLY,INC					
924081	97828	12/10/2021	100-222-44306	LED WALLPAK	255.81
				Vendor LAN01 - LANER ELECTRIC SUPPLY,INC Total:	**255.81**
Vendor: LAN15 - LANGUAGE LINE SERVICES					
10407653	97872	12/17/2021	100-223-42101	OVER THE PHONE INTERPRETATIONS -PD	110.92
				Vendor LAN15 - LANGUAGE LINE SERVICES Total:	**110.92**
Vendor: LAR04 - LARRY WALKER ASSOCIATES					
00243.11-8	97829	12/10/2021	500-641-42101	ONGOING NPDES ASSISTANCE PINOLE-HERC WPCP	661.00
				Vendor LAR04 - LARRY WALKER ASSOCIATES Total:	**661.00**
Vendor: 2253 - LOOKOUT HEALTH CORP					
1140	97873	12/17/2021	217-117-42101	MOBILE COVID-19 TESTING NOV 2021	17,995.00
				Vendor 2253 - LOOKOUT HEALTH CORP Total:	**17,995.00**
Vendor: 2272 - LUTZ-JESCO AMERICA CORPORATION					
15025714	97830	12/10/2021	500-641-44303	TUBING FOR PERIDOS-FLORPENE	317.92
				Vendor 2272 - LUTZ-JESCO AMERICA CORPORATION Total:	**317.92**
Vendor: MAN01 - MANNA FOODS, INC.					
974838	97831	12/10/2021	209-552-43804	PORK LOINS FOR LUNCH PROGRAM SUPPLIES	175.93
				Vendor MAN01 - MANNA FOODS, INC. Total:	**175.93**
Vendor: 1139 - MICHAEL BAKER INTERNATIONAL, INC.					
1133474	97874	12/17/2021	209-551-42101	IMPACT FEE AND USER FEE STUDY OCT 2021	590.97
				Vendor 1139 - MICHAEL BAKER INTERNATIONAL, INC. Total:	**590.97**
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
INV002238	97875	12/17/2021	100-116-42101	DRUG/ALCOHOL TESTING 1ST QTR JUL-SEP 2021	125.57
				Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:	**125.57**
Vendor: 2024 - MV CHENG & ASSOCIATES, INC.					
11/30/2021	97832	12/10/2021	100-116-42101	HR DIRECTOR CONSULTING SERVICES NOV 2021	4,680.00
				Vendor 2024 - MV CHENG & ASSOCIATES, INC. Total:	**4,680.00**

WARRANT LISTING

Payment Dates: 12/4/2021 - 12/17/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
112821 1083841	97833	12/10/2021	100-343-44306	AGENCY WIDE AUTO PARTS ACCOUNT PAID IN FULL NOV 21	84.95
112821 1083841	97833	12/10/2021	500-642-44306	AGENCY WIDE AUTO PARTS ACCOUNT PAID IN FULL NOV 21	17.54
				Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:	**102.49**
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
SK24780001	97876	12/17/2021	100-343-42108	EMERGENCY BATTERY CITY HALL ELEVATOR	546.00
				Vendor OTI01 - OTIS ELEVATOR COMPANY Total:	**546.00**
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
61150	97877	12/17/2021	100-222-42108	MONTHLY LANDSCAPE MAINTENANCE-DEC 2021	122.50
61150	97877	12/17/2021	100-231-42108	MONTHLY LANDSCAPE MAINTENANCE-DEC 2021	327.50
61150	97877	12/17/2021	100-343-42108	MONTHLY LANDSCAPE MAINTENANCE-DEC 2021	174.40
61150	97877	12/17/2021	100-345-42108	MONTHLY LANDSCAPE MAINTENANCE-DEC 2021	5,619.33
61150	97877	12/17/2021	200-342-42108	MONTHLY LANDSCAPE MAINTENANCE-DEC 2021	326.00
61150	97877	12/17/2021	201-343-42108	MONTHLY LANDSCAPE MAINTENANCE-DEC 2021	532.60
61150	97877	12/17/2021	209-552-42108	MONTHLY LANDSCAPE MAINTENANCE-DEC 2021	198.00
61150	97877	12/17/2021	209-553-42108	MONTHLY LANDSCAPE MAINTENANCE-DEC 2021	206.00
61150	97877	12/17/2021	209-557-42108	MONTHLY LANDSCAPE MAINTENANCE-DEC 2021	206.00
61150	97877	12/17/2021	310-347-42108	MONTHLY LANDSCAPE MAINTENANCE-DEC 2021	60.00
61150	97877	12/17/2021	310-348-42108	MONTHLY LANDSCAPE MAINTENANCE-DEC 2021	65.00
				Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:	**7,837.33**
Vendor: PET08 - PET FOOD EXPRESS CORP					
33-2111PN	97834	12/10/2021	100-221-42514	PD DOG FOOD	98.75
				Vendor PET08 - PET FOOD EXPRESS CORP Total:	**98.75**
Vendor: PGE01 - PG&E					
112421-2222	97835	12/10/2021	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
112421-2222	97835	12/10/2021	200-342-43103	STREET AND HIGHWAY LIGHTING	15,233.60
112421-2222	97835	12/10/2021	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
112421-2222	97835	12/10/2021	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
112421-8511	97835	12/10/2021	100-345-43103	W/S PINOLE SHORES DR-SPRINKLER CONTROLLER	11.40
112421-9929	97835	12/10/2021	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	64.01
112921-4256	97835	12/10/2021	500-641-43103	11 TENNANT AVE	65,760.83
112921-4430	97835	12/10/2021	100-345-43103	S/O MARLESTA 1ST POLE-SPRINKLER CONTROLLER	10.35
112921-7547	97835	12/10/2021	100-222-43103	880 Tennent Ave-Public Safety Facility	3,200.09
112921-7547	97835	12/10/2021	100-223-43103	880 Tennent Ave-Public Safety Facility	640.02
112921-7547	97835	12/10/2021	100-231-43103	880 Tennent Ave-Public Safety Facility	2,560.07

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
112921-9961	97835	12/10/2021	209-552-43103	2500 CHARLES ST-SENIOR CENTER	2,477.95
113021-6521	97878	12/17/2021	200-342-43103	IFO 971 SAN PABLO AVE-TRAFFIC SIGNAL CONTROL	96.29
113021-6897	97835	12/10/2021	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	61.24
120221-0887	97878	12/17/2021	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	72.47
120221-1093	97878	12/17/2021	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	585.66
120221-2182	97878	12/17/2021	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	67.09
				Vendor PGE01 - PG&E Total:	**91,570.46**
Vendor: PIT01 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC					
3105137592	97879	12/17/2021	100-117-42201	POSTAGE MACHINE LEASE 9/30-12/29/21	476.87
				Vendor PIT01 - PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC Total:	**476.87**
Vendor: 1744 - POLICE EXECUTIVE RESEARCH FORUM					
10567	97880	12/17/2021	100-221-42401	MEMBERSHIP RENEWAL 2022	200.00
				Vendor 1744 - POLICE EXECUTIVE RESEARCH FORUM Total:	**200.00**
Vendor: 1009 - PRECISION IT CONSULTING					
11959	97836	12/10/2021	525-118-42510	ACROBAT STANDARD FOR TIFFANY PINA	288.31
11960	97836	12/10/2021	525-118-42510	ACROBAT STANDARD FOR ANDREW	288.31
12006	97881	12/17/2021	525-118-42510	AGREEMENT PRECISION 360 OFFICE 365 JAN 2022	2,940.00
12007	97881	12/17/2021	525-118-42101	AGREEMENT PRECISION 360 GOLD JAN 2022	14,500.00
12007	97881	12/17/2021	525-118-42105	AGREEMENT PRECISION 360 GOLD JAN 2022	1,815.00
12007	97881	12/17/2021	525-118-42106	AGREEMENT PRECISION 360 GOLD JAN 2022	407.30
				Vendor 1009 - PRECISION IT CONSULTING Total:	**20,238.92**
Vendor: PRO18 - PROTECTION 1 / ADT					
DEC 21 0999	97882	12/17/2021	209-553-42108	TINY TOTS ALARM SERVICES	85.50
				Vendor PRO18 - PROTECTION 1 / ADT Total:	**85.50**
Vendor: 2278 - RIDGECREST TERRACE					
2022 BL	97883	12/17/2021	100-000-31510	REFUND OVERPAYMENT OF 2022 BUSINESS LICENSE	152.00
				Vendor 2278 - RIDGECREST TERRACE Total:	**152.00**
Vendor: 2273 - ROY'S SEWER SERVICE, INC.					
214696	97837	12/10/2021	500-641-42511	CLEANED AND FLUSHED VARIOUS LOCATIONS AT WWTP	3,675.00
				Vendor 2273 - ROY'S SEWER SERVICE, INC. Total:	**3,675.00**
Vendor: ROS08 - RSG, INC.					
I008053	97884	12/17/2021	285-464-42101	AFFORDABLE HOUSING RFP AND DEVELOPER SELECTION	45.00
I008058	97884	12/17/2021	750-463-42101	REAL ESTATE OPEN LISTING	180.00
I008059	97884	12/17/2021	285-464-42101	COMPLIANCE MONITORING	4,101.25
				Vendor ROS08 - RSG, INC. Total:	**4,326.25**
Vendor: 1204 - S & L BODY AND FRAME					
1042	97885	12/17/2021	100-221-42107	OCTOBER 2021 CAR WAS SERVICES- PD	550.00
1043	97885	12/17/2021	100-221-42107	NOVEMBER 2021 CAR WAS SHERVICES-PD	550.00
				Vendor 1204 - S & L BODY AND FRAME Total:	**1,100.00**
Vendor: 1714 - SHERRI D. LEWIS					
CC12PINOLE-FY2021/22	97886	12/17/2021	100-112-42101	CITY COUNCIL MEETING MINUTES NOV 16, 2021	787.50

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
CC13PINOLE-FY2021/22	97886	12/17/2021	100-112-42101	CITY COUNCIL MEETING MINUTES DEC 7, 2021	450.00
				Vendor 1714 - SHERRI D. LEWIS Total:	**1,237.50**
Vendor: 2048 - SONIC.NET, LLC					
1003491628	97887	12/17/2021	525-118-43101	JANUARY 2022 ETHERNET SERVICE	449.00
				Vendor 2048 - SONIC.NET, LLC Total:	**449.00**
Vendor: SQU00 - SQUARE DEAL GARAGE					
37480	97888	12/17/2021	100-221-42107	PD 2015 FORD UNIT 807 OIL CHANGE/CATA CLEAN	237.68
				Vendor SQU00 - SQUARE DEAL GARAGE Total:	**237.68**
Vendor: STE20 - STERICYCLE, INC.					
3005800763	97838	12/10/2021	100-222-42201	PD STERI-SAFE ECONOMY MONTHLY 12/1	57.88
				Vendor STE20 - STERICYCLE, INC. Total:	**57.88**
Vendor: OFF11 - THE OFFICE CITY					
113021 STATEMENT	97839	12/10/2021	500-641-42201	WPCP OFFICE SUPPLIES NOV 2021	171.39
				Vendor OFF11 - THE OFFICE CITY Total:	**171.39**
Vendor: TMO00 - T-MOBILE USA, INC					
9477421849	97840	12/10/2021	100-222-42514	GPS LOCATE	270.00
				Vendor TMO00 - T-MOBILE USA, INC Total:	**270.00**
Vendor: TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA					
263397-202110-1	97841	12/10/2021	525-118-42510	PD PERSON SEARCHES OCTOBER 2021	85.80
263397-202111-1	97841	12/10/2021	525-118-42510	PD PERSON SEARCHES NOVEMBER 2021	82.60
				Vendor TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA Total:	**168.40**
Vendor: UNI38 - UNIVAR USA INC					
49649007	97889	12/17/2021	500-641-44303	SOD BISULFITE 25% BULK NSF LIQ	6,839.95
49650750	97889	12/17/2021	500-641-44303	SOD HYPO 12.5% LIQUICHLOR K2 BULK NSF LIQ	3,880.02
				Vendor UNI38 - UNIVAR USA INC Total:	**10,719.97**
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
264154	97890	12/17/2021	100-343-44306	CITY HALL CUSTODIAL SUPPLIES	211.85
264155	97890	12/17/2021	100-222-44306	PD CUSTODIAL SUPPLIES	229.59
264423	97890	12/17/2021	100-343-44306	CORP YARD CUSTODIAL SUPPLIES	367.29
264423-1	97890	12/17/2021	100-343-44306	CORP YARD CUSTODIAL SUPPLIES	233.57
264816	97890	12/17/2021	100-343-44306	CORP YARD CUSTODIAL SUPPLIES	403.62
264840	97890	12/17/2021	100-222-44306	PD CUSTODIAL SUPPLIES	181.94
264841	97890	12/17/2021	100-343-44306	CITY HALL CUSTODIAL SUPPLIES	181.94
265179-1	97842	12/10/2021	100-231-44306	FD CUSTODIAL SUPPLIES	108.98
265283	97842	12/10/2021	100-343-42108	CORP YARD CUSTODIAL SUPPLIES	387.11
265456	97890	12/17/2021	100-222-44306	PD CUSTODIAL SUPPLIES	320.04
265535	97890	12/17/2021	100-343-44306	CORP YARD CUSTODIAL SUPPLIES	298.99
				Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:	**2,924.92**
Vendor: USB06 - US BANK					
112221 STATEMENT	97843	12/10/2021	100-20018	CITY CREDIT CARD BILLING	25,002.00
				Vendor USB06 - US BANK Total:	**25,002.00**

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: LUK00 - VIVIENNE F. KEARSLEY-LUKE					
NOV 2021	97844	12/10/2021	209-552-43802	GENTLE YOGA NOV 2021	71.40
				Vendor LUK00 - VIVIENNE F. KEARSLEY-LUKE Total:	**71.40**
Vendor: WCC01 - WCCTAC					
21801	97891	12/17/2021	215-117-42401	PW WCCTAC MEMBERSHIP FEE 2021/22	49,664.00
				Vendor WCC01 - WCCTAC Total:	**49,664.00**
Vendor: WES01 - WESTERN EXTERMINATOR CO.					
23249C	97892	12/17/2021	100-343-42108	CITYWIDE EXTERMINATOR SERVICES 10/18-10/19/21	69.00
23249C	97892	12/17/2021	209-553-42108	CITYWIDE EXTERMINATOR SERVICES 10/18-10/19/21	97.00
24971C	97892	12/17/2021	100-343-42108	CITYWIDE EXTERMINATOR SERVICES 11/11/21	69.00
24971C	97892	12/17/2021	209-552-42108	CITYWIDE EXTERMINATOR SERVICES 11/11/21	77.40
				Vendor WES01 - WESTERN EXTERMINATOR CO. Total:	**312.40**
Vendor: 1520 - WEX BANK					
76517410	97893	12/17/2021	100-221-42301	FUEL PURCHASES- PD	85.00
				Vendor 1520 - WEX BANK Total:	**85.00**
Vendor: ZOL02 - ZOLL					
INV00094484	97845	12/10/2021	100-231-42106	FIRERMS ENTERPRISE EDITION QTR MAINT 10-12/21	157.50
				Vendor ZOL02 - ZOLL Total:	**157.50**
				Grand Total:	**318,927.60**

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	79,661.08
105 - Measure S -2006	88.50
106 - MEASURE S-2014	255.64
200 - Gas Tax Fund	23,169.26
201 - Restricted Real Estate Maintenance Fund	596.61
207 - NPDES Storm Water Fund	170.34
209 - Recreation Fund	8,006.83
215 - Measure C and J Fund	49,818.64
217 - American Rescue Plan Act Fund	18,875.00
225 - Asset Seizure-Adjudicated Fund	2,000.00
285 - Housing Land Held for Resale	4,427.01
310 - Lighting & Landscape Districts	1,099.74
500 - Sewer Enterprise Fund	96,765.45
525 - Information Systems	33,594.26
750 - Recognized Obligation Retirement Fund	399.24
Grand Total:	**318,927.60**

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business License	184.00
100-10601	Gas Tanks/Corp Yard	3,522.79
100-112-42101	Prof Svcs/Professional Ser...	1,237.50
100-112-42201	Office Expense	6.30
100-112-42514	Admin Exp/Special Depart	225.00
100-115-42101	Prof Svcs/Professional Ser...	1,475.00
100-115-42514	Admin Exp/Special Depart	297.90
100-116-42101	Prof Svcs/Professional Ser...	6,725.57
100-116-42302	Travel & Training/Mileage,..	1,114.13
100-116-42303	Travel & Training/Meal Al...	34.00
100-117-42201	Office Expense	476.87
100-117-42511	Admin Exp/Equipment Re...	140.77
100-20018	Accounts Payable/CalCard	25,002.00
100-221-42107	Prof Svcs/Equipment Mai...	1,934.10
100-221-42301	Travel & Training/Conf-Re...	85.00
100-221-42401	Dues & Pub/Memberships	200.00
100-221-42514	Admin Exp/Special Depart	98.75
100-221-44410	Safety Clothing	29.73
100-222-42108	Prof Svcs/Building-Structu...	122.50
100-222-42201	Office Expense	428.34
100-222-42401	Dues & Pub/Memberships	50.00
100-222-42514	Admin Exp/Special Depart	270.00
100-222-43103	Utilities/Electricity & Pow...	3,200.09
100-222-43105	Utilities/Cable	170.84
100-222-44306	Other Materials Supp/Ma...	1,009.60
100-223-42101	Prof Svcs/Professional Ser...	110.92
100-223-43103	Utilities/Electricity & Pow...	640.02
100-231-41008	Emp Benefits/Long Term ...	265.50
100-231-42101	Prof Svcs/Professional Ser...	2,000.00
100-231-42104	Prof Svcs/Paramedic Servi...	2,515.81
100-231-42106	Prof Svcs/Software Maint...	157.50
100-231-42107	Prof Svcs/Equipment Mai...	858.05
100-231-42108	Prof Svcs/Building-Structu...	327.50
100-231 43103	Utilities/Electricity & Pow...	2,560.07
100-231-44306	Other Materials Supp/Ma...	108.98
100-231-44410	Safety Clothing	8,664.43
100-342-44410	Safety Clothing	75.71
100-343-42108	Prof Svcs/Building-Structu...	1,245.51

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Account Summary

Account Number	Account Name	Payment Amount
100-343-44306	Other Materials Supp/Ma...	3,823.45
100-343-44410	Safety Clothing	1,605.71
100-345-42107	Prof Svcs/Equipment Mai...	661.89
100-345-42108	Prof Svcs/Building-Structu...	5,869.33
100-345-43103	Utilities/Electricity & Pow...	71.14
100-345-44306	Other Materials Supp/Ma...	58.78
105-231-41008	Emp Benefits/Long Term ...	88.50
106-344-47206	Improvements/Storm Dra...	255.64
200-342-42101	Prof Svcs/Professional Ser...	7,198.15
200-342-42108	Prof Svcs/Building-Structu...	440.42
200-342-43103	Utilities/Electricity & Pow...	15,530.69
201-343-42108	Prof Svcs/Building-Structu...	532.60
201-343-43103	Utilities/Electricity & Pow...	64.01
207-344-44306	Other Materials Supp/Ma...	170.34
209-551-42101	Prof Svcs/Professional Ser...	590.97
209-552-42108	Prof Svcs/Building-Structu...	697.40
209-552-43103	Utilities/Electricity & Pow...	2,477.95
209-552-43802	Program Cost/Class Fees	896.00
209-552-43804	Program Cost/Food Progr...	598.87
209-552-43810	Program Cost/Center Mai...	405.00
209-553-42108	Prof Svcs/Building-Structu...	765.50
209-553-42514	Admin Exp/Special Depart	693.14
209-554-42108	Prof Svcs/Building-Structu...	456.00
209-557-42108	Prof Svcs/Building-Structu...	426.00
215-117-42401	Dues & Pub/Memberships	49,664.00
215-341-43101	Utilities/Telephone	154.64
217-117-42101	PROF SVCS/Professional S...	18,875.00
225-221-42514	Admin Exp/Special Depart	2,000.00
285-464-42101	Prof Svcs/Professional Ser...	4,427.01
310-347-42101	Prof Svcs/Professional Ser...	294.74
310-347-42108	Prof Svcs/Building-Structu...	60.00
310-347-43103	Utilities/Electricity & Pow...	280.00
310-348-42108	Prof Svcs/Building-Structu...	65.00
310-348-43103	Utilities/Electricity & Pow...	400.00
500-641-42101	Prof Svcs/Professional Ser...	661.00
500-641-42108	Prof Svcs/Building-Structu...	340.51
500-641-42201	Office Expense	171.39
500-641-42511	Admin Exp/Equipment Re...	3,675.00
500-641-43103	Utilities/Electricity & Pow...	65,760.83
500-641-44302	Other Materials Supp/Slu...	5,857.79
500-641-44303	Other Materials Supp/Ch...	11,246.73
500-641-44304	Other Materials Supp/Pe...	255.00
500-641-44305	Other Materials Supp/Lab...	616.41
500-641-44306	Other Materials Supp/Ma...	399.22
500-641-44410	Safety Clothing	1,637.58
500-642-42108	Prof Svcs/Building-Structu...	5,434.53
500-642-43103	Utilities/Electricity & Pow...	585.66
500-642-44306	Other Materials Supp/Ma...	123.80
525-118-42101	Prof Svcs/Professional Ser...	14,500.00
525-118-42105	Prof Svcs/Network Maint...	1,815.00
525-118-42106	Prof Svcs/Software Maint...	3,805.07
525-118-42510	Admin Exp/Software Purch	10,516.02
525-118-43101	Utilities/Telephone	2,958.17
750-463-42101	Prof Svcs/Professional Ser...	399.24
	Grand Total:	**318,927.60**

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Project Account Summary

Project Account Key		Payment Amount
None		300,052.60
21711742101ER2101		18,875.00
	Grand Total:	**318,927.60**

Approved By: ____________________ Date: 12/16/2021

CITY COUNCIL REPORT

8C

DATE: DECEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: MARKISHA GUILLORY, FINANCE DIRECTOR

SUBJECT: RECEIVE THE DEVELOPMENT IMPACT FEE REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2021

RECOMMENDATION

City staff recommends that the City Council receive the Development Impact Fee Report for the fiscal year ended June 30, 2021, and adopt a resolution finding that all development impact fees collected are expended, committed, or will be committed.

BACKGROUND

Recognizing that new construction of residential and commercial facilities may have growth-related impacts on existing public streets, facilities, and services, Chapter 5 of the California Government Code authorizes the collection of development impact fees. Sections 66000-66009 of the State's Government Code prescribe a method for the equitable and consistent collection of fees for public improvements and facilities that are needed to mitigate the impacts of new development. These statutes require that public agencies provide periodic fiscal reconciliations of the amount of growth impact fees assessed and collected against new construction, and the use of those fees collected.

Effective January 1, 1989, AB 1600 imposed specific accounting procedures regarding the collection and use of development impact fees. Specifically, Government Code Section 66001 (d) provides for an annual review of fees collected, based on a five year "holding and use" period following the deposit of the fees. AB 1600 requires the City to make findings annually, subsequent to the deposit of these fees, with respect to any portion of the fee that may remain unexpended, whether committed or uncommitted. The findings must identify the purpose to which the fee will be put, demonstrate a nexus between the fee and the purpose, identify the sources and amounts of anticipated funding used to complete incomplete improvements, and identify approximate dates on which the anticipated funding is expected to be expended.

Additionally, the provisions of AB 1600 expanded Government Code 66002(b), the accountability standard to require annual reviews of the proposed use of these fees through the inclusion of eligible projects in public agency capital improvement plans.

The FY 2021/22 – 2025/26 Five-Year Capital Improvement Plan (CIP), which includes projects eligible for funding using development impact fees, was approved by the City Council on June 29, 2021.

REVIEW AND ANALYSIS

In August of 1984, the City Council established a cumulative growth impact fee. Ordinance Number 462 provided fees to be collected from developers for both residential and business development impacts on public facilities and services and for residential impacts on parklands and recreation. The fees were updated to the following amounts effective April 3, 2018:

Development Impact Fees (Resolution No. 2018-29/April 3, 2018)						
Facility Category	Single Family	Multi-Family	Office	Commercial	Industrial	Institutional
	Fee per Dwelling Unit		*Fee per 1,000 Building Square*			
Police	$1,148.95	$870.42	$435.21	$139.27	$348.17	$34.82
Fire Protection	$1,468.25	$1,112.31	$556.16	$177.97	$444.92	$44.49
Public Facilities & Equipment	$1,981.29	$1,500.98	$750.49	$240.16	$600.39	$60.04
Wastewater	$4,943.00	$3,707.00	$2,296.00	$2,296.00	$1,879.00	$1,252.00
Transportation	$414.83	$294.53	$555.87	$1389.68	$365.05	$1053.67
Drainage	$1,104.82	$66.29	$162.32	$162.32	$321.27	$380.45
Growth Impact Total	***$11,061.14***	***$7,551.53***	***$4,756.05***	***$4,405.40***	***$3,958.80***	***$2,825.47***
Parks and Recreation	$8,013.78	$6,071.05	N/A	N/A	N/A	N/A
Subtotal	***$19,074.92***	***$13,622.58***	***$4,756.05***	***$4,405.40***	***$3,958.80***	***$2,825.47***
Administration 3%	$572.25	$408.68	$142.68	$132.16	$118.76	$84.76
Total	**$19,647.17**	**$14,031.26**	**$4,898.73**	**$4,537.56**	**$4,077.56**	**$2,910.23**

Pinole Municipal Code (PMC) 3.20.096 (b) allows for an annual adjustment to the amount of the impact fees by a percentage equal to the percentage change in the Engineering News Record Construction Cost Index for San Francisco Bay Area. The fees were most recently updated effective April 3, 2018.

In addition, PMC 3.20.96 (c) requires a review of the basis of the impact fees at least once every five years to determine whether the fees are still reasonably related to the needs of new development. The last Development Impact Mitigation Fee Nexus Study was prepared by a consultant, PMC, in May 2008. More recently, the City worked with a consultant, Michael Baker International, to review various City fees. The City will be conducting a comprehensive user fee study, which is expected to be completed in spring 2022.

The City maintains separate funds for growth impact fees within the Growth Impact Fund - 276 and the Parkland Dedication Fund - 275. All interest earned on the fees held and retained in these funds.

Growth Impact Fund - 276

Since the development impact fees have been put in place, the City has collected the following fees for the mitigation of growth impacts in the Growth Impact Fund – 276:

Fiscal Year	Fee Income & Interest	Expenditures	Year End Residual Balance
Prior to 2008-09	3,162,923	2,924,091	237,979
2008-09 to 2017-18	317,121	564,213	(9,113)
2018-19	82,480	-	73,367
2019-20	35,557	-	108,925
2020-21	32,567	-	141,492
Totals	**3,630,649**	**3,488,304**	

As of June 30, 2021, a fund balance of $141,492 is reported in the Growth Impact Fund.

Staff has reviewed the development impact fees collected from July 1, 2016 through June 30, 2021. No development impact fees, collected prior to July 1, 2016, the subject compliance year of this report, remain unexpended or uncommitted.

Two projects have been identified for funding from impact fees in the FY 2021/22 through FY 2021/22 - 2025/26 CIP adopted by the City Council on June 29, 2021:

- Project #SW1901 (Stormwater) Hazel Street Gap Closure – $58,000
- Project #RO1802 (Roads) Hazel Street Gap Closure – $200,000

These projects are also noted in the Development Impact Fee Report included as Attachment A.

Parkland Dedication Fund - 275

Since the development impact fees have been put in place, the City has collected the following fees for park and recreation projects in the Parkland Dedication Fund – 275:

Fiscal Year		Fee Income & Interest		Expenditures		Year End Residual Balance
Prior to 2008-09	$	2,424,729	$	2,311,672	$	113,057
2008-09 to 2017-18		72,918		161,381		24,608
2018-19		36,528		-		61,137
2019-20		27,732		799		88,070
2020-21		16,378		-		104,448
Totals	**$**	**2,578,285**	**$**	**2,473,852**		

As of June 30, 2021, a fund balance of $104,448 is reported. There is $16,454 that remains unexpended for fees collected prior to July 1, 2016, the subject compliance year of this report; however, all the unexpended fees will be committed to eligible project expenditures.

Findings

In accordance with California Government Code Section 66001(d), the City is reporting the following findings as of June 30, 2021:

- Parkland Dedication Fund - 275 reports a balance of $16,454 held past five years. These funds will be committed to an eligible park project expenditure in the future.

FISCAL IMPACT

Staff has reviewed the development impact fees collected from July 1, 2016 through June 30, 2021. For Growth Impact Fund – 276, no development impact fees collected prior to July 1, 2015, the subject compliance year of this report, remain unexpended or uncommitted. For Parkland Dedication Fund – 275, $16,454 is held past five years unexpended, but will committed in the next CIP budget for an eligible park project.

ATTACHMENTS

A – Development Impact Fee Report for the year ended June 30, 2021

B – Resolution

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Development Impact Fee Report

Fiscal Year Ended June 30, 2021

City of Pinole
2131 Pear Street
Pinole, CA 94564

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LEGAL REQUIREMENTS FOR DEVELOPMENT IMPACT FEE REPORTING

A. CALIFORNIA GOVERNMENT CODE SECTION 66006 (b)

California Government Code Section 66006 (b) defines the specific reporting requirements for local agencies that impose AB 1600 development impact fees on new development. Annually, for each development impact fee collected and expended, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the information shown below for the most recent fiscal year.

- A brief description of the type of fee in the account or fund;
- The amount of the fee;
- The beginning and ending balance of the account or fund;
- The amount of the fees collected and interest earned;
- Identification of each public improvement on which fee revenue was expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fee revenue;
- Identification of the approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement;
- A description of each inter-fund transfer or loan made from the account or fund, including interest rates, repayment dates, and a description of the improvements on which the transfer or loan will be expended;
- The amount of any refunds or allocations made pursuant to Section 66001, paragraphs (e) and (f).

B. CALIFORNIA GOVERNMENT CODE SECTION 66001 (d)

For all funds established for the collection and expenditure of development impact fees, California Government Code Section 66001 (d) has additional requirements. For the fifth fiscal year following the first deposit into the fund and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements;
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

As of June 30, 2021, the City is reporting the following findings:

- Parkland Dedication Fund reports a balance of $16,404 held past five years. These funds are committed to an eligible park project in the FY 2021/22 – FY 2025/26 Capital Improvement Plan (CIP).

C. ADDITIONAL NOTES

The State of California Government Code Section 66002 states that local agencies that have developed a fee program may adopt a CIP indicating the approximate location, size and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees. A formal CIP is recommended, at a minimum, as a five-year plan. The City annually produces a five-year CIP which helps to maintain and support the City's General Plan.

The City's current Fiscal Year (FY) 2021/22– 2025/26 Capital Improvement Plan can be found on the City's website at https://www.ci.pinole.ca.us/city_government/public_works/capital_projects.

D. ESTABLISHING A REASONABLE RELATIONSHIP BETWEEN THE FEE AND THE PURPOSE FOR WHICH IT IS CHARGED

The City's Development Impact Fee Program has been in effect since September 19, 1984. The current Development Impact Fee was adopted on July 1, 2008. Adjustments to the fees may be made annually in accordance with the Engineering News Record Construction Cost Index-San Francisco Bay Area. The program sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs of those improvements based on the current General Plan for build-out.

The City's capital improvements provide infrastructure to the residents and businesses in Pinole in order to keep pace with ongoing development in, and adjacent to the community. Information on current CIP projects that are funded from Development Impact Fees can be found on page 10. Impact fees may also be used to pay the principal, interest and other cost of bonds, notes and other obligations issued or undertaken by or on behalf of the City to finance such facilities.

E. FUNDING OF INFRASTRUCTURE

The Fiscal Year 2021/22– 2025/26 CIP identifies all funding sources and amounts for individual projects through over the five-year period. The CIP is updated annually to reflect the current infrastructure needs of the City. As a CIP project is identified, the project is evaluated to determine the portion of the project that will service existing residents and businesses versus new development.

Once the determination of use is made, the percentage of use attributable to new development is then funded by the appropriate development fee based on the type of project. The percentage of use associated with existing residents or businesses are funded from other appropriate sources as identified on each individual project sheet in the CIP. All future planned infrastructure needs are outlined in the Development Fee Program. Estimated construction start dates for projects are adjusted, as needed, to reflect the needs of the community.

F. CURRENT MAJOR CIP PROJECTS

Currently, there are not any major CIP projects being funded by development impact fees.

DESCRIPTION OF DEVELOPMENT IMPACT FEES

Police Facility Fee – To provide for the expansion, design and construction of police facilities, or to upgrade existing police facilities. To purchase vehicles, enhance communication systems and/or perform refurbishment within the parameters allowed by Government Code 66000.

Fire Protection Facility Fee – To provide for the expansion, design and construction of fire facilities, or to upgrade existing fire facilities. To purchase equipment and vehicles, enhance communication systems and/or perform refurbishment within the parameters allowed by Government Code 66000.

Public Facility & Equipment Fee – To provide for the expansion, design and construction of municipal or community facilities, or to upgrade existing facilities; to purchase equipment and vehicles, enhance communication systems and/or perform refurbishment within the parameters allowed by Government Code 66000.

Wastewater Facility Fee – To provide for the upgrade and expansion of sewer collection and wastewater treatment capacities at the Water Pollution Control Plant.

Transportation Facility Fee – To provide for traffic improvements that include arterial roadway and intersection improvements to accommodate new development.

Drainage Facility Fee – To provide for the expansion of drainage facilities to accommodate new development.

Parks and Recreation Facility Fee – To provide for the acquisition and development of parks as specified in the City's Parkland Dedication Ordinance (PDO) (Municipal Code Sec. 16.28) which requires as a condition of approval for the subdivision of land, the dedication of park land or payment of a fee in-lieu of dedication, pursuant to California Government Code 66477 (the "Quimby Act"). The Quimby Act allows the City to require the dedication of land for park purposes up to the rate of the existing acreage per 1,000 population, which stands at 3.34 acres. The City may collect the full AB1600 park impact fees for park acquisition and development at the issuance of building permits, but may not impose the land dedication requirement at the subdivision stage. The City may collect on either the PDO or the impact fee, but not both.

CURRENT FEE SCHEDULE

The Development Impact Fees were adopted on April 3, 2018. Fees are reviewed annually and adjustments may be made in conjunction with the development of the Capital Improvement Plan to ensure the Development Impact Fee is accounting for all planned future development. The updated Development Impact Fee information is then used to determine the amount of fees available for the funding of the proposed CIP projects.

Development Impact Fees (Resolution No. 2018-29/April 3, 2018)						
Facility Category	Single Family	Multi-Family	Office	Commercial	Industrial	Institutional
Fee per Dwelling Unit			Fee per 1,000 Building Square Feet			
Police	$1,148.95	$870.42	$435.21	$139.27	$348.17	$34.82
Fire Protection	$1,468.25	$1,112.31	$556.16	$177.97	$444.92	$44.49
Public Facilities & Equipment	$1,981.29	$1,500.98	$750.49	$240.16	$600.39	$60.04
Wastewater	$4,943.00	$3,707.00	$2,296.00	$2,296.00	$1,879.00	$1,252.00
Transportation	$414.83	$294.53	$555.87	$1389.68	$365.05	$1053.67
Drainage	$1,104.82	$66.29	$162.32	$162.32	$321.27	$380.45
Growth Impact Total	***$11,061.14***	***$7,551.53***	***$4,756.05***	***$4,405.40***	***$3,958.80***	***$2,825.47***
Parks and Recreation	$8,013.78	$6,071.05	N/A	N/A	N/A	N/A
Subtotal	***$19,074.92***	***$13,622.58***	***$4,756.05***	***$4,405.40***	***$3,958.80***	***$2,825.47***
Administration 3%	$572.25	$408.68	$142.68	$132.16	$118.76	$84.76
Total	**$19,647.17**	**$14,031.26**	**$4,898.73**	**$4,537.56**	**$4,077.56**	**$2,910.23**

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Financial Summary Report

Statement of Revenues, Expenditures and Changes in Fund Balance

For the Year Ended June 30, 2021

Description	Growth Impact	Parkland Dedication
REVENUE		
Fees-Police	$ 3,174.59	$ -
Fees-Fire	4,056.81	-
Fees-Transportation	1,748.86	-
Fees-Storm Drainage	3,018.60	-
Fees-Public Facilities	5,474.07	-
Fees-Wastewater	14,617.32	-
Fees-Administrative OH	-	-
Fees-Parks & Recreation	-	16,026.78
Interest	476.73	351.19
Other Revenue	-	-
Total Revenue	32,566.98	16,377.97
EXPENDITURES		
Expenditures	-	-
Total Expenditures	-	-
REVENUE OVER (UNDER) EXPENDITURES	32,566.98	16,377.97
Fund Balance, Beginning of Year	108,924.77	88,070.00
Fund Balance, End of Year	$ 141,491.75	$ 104,447.97

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Growth Impact Fund - 276

Statement of Revenues, Expenditures and Changes in Fund Balance
Last Five Fiscal Years

Description	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
REVENUE					
Fees-Police	$ 1,148.95	$ 16,820.86	$ 8,203.70	$ 3,760.21	$ 3,174.59
Fees-Fire	1,468.25	21,495.26	10,483.56	4,805.18	4,056.81
Fees-Transportation	414.83	30,737.54	5,685.73	1,298.42	1,748.86
Fees-Storm Drainage	1,104.82	5,911.02	4,571.92	1,303.69	3,018.60
Fees-Public Facilities	1,981.00	15,713.95	14,146.73	6,484.23	5,474.07
Fees-Wastewater	-	-	38,655.18	16,064.00	14,617.32
Fees-Administrative OH	482.15	-	-	-	-
Fees-Parks & Recreation	-	-	-	-	-
Interest	16.78	669.04	733.19	1,841.74	476.73
Other Revenue	-	-	-	-	-
Total Revenue	6,616.78	91,347.67	82,480.01	35,557.47	32,566.98
EXPENDITURES					
Expenditures	-	-	-	-	-
Total Expenditures	-	-	-	-	-
REVENUE OVER (UNDER) EXPENDITURES	6,616.78	91,347.67	82,480.01	35,557.47	32,566.98
Fund Balance, Beginning of Year	(107,077.16)	(100,460.38)	(9,112.71)	73,367.30	108,924.77
Fund Balance, End of Year	$ (100,460.38)	$ (9,112.71)	$ 73,367.30	$ 108,924.77	$ 141,491.75

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Parkland Dedication Fund - 275

Statement of Revenues, Expenditures and Changes in Fund Balance

Last Five Fiscal Years

Description	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
REVENUE					
Fees-Parks & Recreation	$ -	$ 8,014.00	$ 36,183.44	$ 26,226.93	$ 16,026.78
Interest	1.07	139.73	344.94	1,505.18	351.19
Other Revenue	-	-	-	-	-
Total Revenue	1.07	8,153.73	36,528.38	27,732.11	16,377.97
EXPENDITURES					
Expenditures	-	-	-	798.91	-
Total Expenditures	-	-	-	798.91	-
REVENUE OVER (UNDER) EXPENDITURES	1.07	8,153.73	36,528.38	26,933.20	16,377.97
Fund Balance, Beginning of Year	16,453.62	16,454.69	24,608.42	61,136.80	88,070.00
Fund Balance, End of Year	$ 16,454.69	$ 24,608.42	$ 61,136.80	$ 88,070.00	$ 104,447.97

NOTES TO THE DEVELOPMENT IMPACT FEE REPORT

The Notes address two items required by California Government Code Section 66006 (b). First, Notes #1 and #2 provide information on bonds and notes payable associated with improvements to the City's wastewater system and upgrade to the Water Pollution Control Plant. Second, Note #3 provides information on refunds made, if applicable, due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

NOTE # 1 – BONDS

A. 2016 WASTEWATER REVENUE REFUNDING BONDS

On June 30, 2016, the City of Pinole issued an $8,251,000 Wastewater Revenue Refunding Bond (Bank Qualified) to redeem its 2006 Wastewater Revenue Bonds which were issued to finance certain capital improvements to the City's wastewater system. The bonds bear annual interest at 2.95% which is payable semi-annually on March 1 and September 1 of each year through 2036. Principal payments are due annually beginning on September 1, 2016 through 2036. The bond is secured with pledged net wastewater revenues. As of June 20, 2021, the outstanding debt on the loan is $6,650,000. Loan payments are due annually on each August 31 based on the payment schedule below:

Year Ending June 30,	2016 Wastewater Revenue	
	Principal	Interest
2022	$ 329,000	$ 191,322
2023	341,000	181,440
2024	347,000	171,292
2025	362,000	160,834
2026	372,000	150,008
2027-2031	2,025,000	576,710
2032-2036	2,357,000	254,157
2037	517,000	7,626
Total	$ 6,650,000	$ 1,693,390
Due within one	$ 329,000	$ 191,322
Due after one year	6,321,000	1,502,068
Total	$ 6,650,000	$ 1,693,390

NOTE # 2 – NOTES PAYABLE

A. <u>2016 Clean Water State Revolving Fund</u>

In May 2016, the City entered into a loan agreement with the State of California's State Water Resources Control Board for the purpose of financing its 50% share of the Pinole-Hercules Wastewater Pollution Control Plant Upgrade project to comply with Regional Water Quality Board NPDES permit requirements. Funds are drawn on the agreement as work is completed up to the maximum amount of $26.7 million plus any construction period interest. The loan accrues interest at a rate of 1.7% annually and is amortized over the life of the agreement through August 2048. Net revenues, defined as all sewer enterprise fund revenues less operations and maintenance costs (excluding depreciation and amortization expenses), is pledged as future debt service. As of June 20, 2021, the outstanding debt on the loan is $24,773,976. Loan payments are due annually on each August 31 based on the payment schedule below:

Year Ending	2016 Clean Water State Revolving	
June 30,	Principal	Interest
2022	$ 668,026	$ 421,158
2023	679,383	409,801
2024	690,932	398,252
2025	702,678	386,506
2026	714,624	374,560
2027-2031	3,759,531	1,686,389
2032-2036	4,090,142	1,355,777
2037-2041	4,449,828	996,092
2042-2046	4,841,144	604,776
2047-2050	4,177,688	179,047
Total	$ 24,773,976	$ 6,812,358
Due within one	$ 668,026	$ 421,158
Due after one year	24,105,950	6,391,200
Total	$ 24,773,976	$ 6,812,358

NOTE # 3 – REFUNDS PAYABLE

A. <u>REFUNDS OF DEVELOPER FEES</u>

When the City no longer needs the funds for the purposes collected, or if the City fails to make required findings or perform certain administrative tasks prescribed by AB 1600, the City may be required to refund, on a prorated basis, to owners of the properties upon which the fees for the improvement were imposed, the monies collected for that project and any interest earned on those funds. At this time, all fees being collected pursuant to the Development Fee Program have been earmarked for current or future capital projects necessary to maintain the current levels of service within existing service areas to serve new development.

DEVELOPMENT IMPACT FEE PROJECT IDENTIFICATION

The Development Impact Fee funded projects listed below conform to the following reporting requirements defined by California Government Code Section 66006 (b):

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.

All of the current projects including all funding sources and approximate dates of funding can be found in the FY 2021/22 - 2025/26 Capital Improvement Plan at https://www.ci.pinole.ca.us/city_government/public_works/capital_projects

- Project #SW1901 (Stormwater) Hazel Street Gap Closure (Sunnyview) – $58,000
- Project #RO1802 (Roads) Hazel Street Gap Closure (Sunnyview) – $200,000

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ATTACHMENT B

RESOLUTION NO. 2020-__

A RESOLUTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, FINDING THAT DEVELOPMENT IMPACT FUNDS THROUGH FISCAL YEAR END JUNE 30, 2021 ARE EXPENDED, COMMITTED OR WILL BE COMMITTED

WHEREAS, Government Code §66001(d), effective January 1, 1989, requires the City to make findings once each fiscal year with respect to any portion of a growth impact fee remaining unexpended or uncommitted in its development fee account(s) five or more years after deposit of the fee, and to identify the purpose to which the fee is to be put and to demonstrate a reasonable relationship between the fee and the purpose for which it was charged, identify the sources and amounts of anticipated funding used to complete incomplete improvements and identify approximate dates on which the anticipated funding is expected to be deposited; and

WHEREAS, Government Code §66006(d), effective January 1, 1989, requires that a report documenting these findings must be made within 180 days following the conclusion of each fiscal year by the City; and

WHEREAS, City staff have reviewed and summarized the development impact fees collected and expended each fiscal year covering July 1, 2016 through June 30, 2021 to determine if any such development fees remain unexpended or uncommitted; and

WHEREAS, City staff have reviewed development impact fees collected prior to July 1, 2016, the subject compliance year of this report, to identify funds that remain unexpended or uncommitted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole as follows:

Section 1. There are no funds remaining unexpended or uncommitted in the Growth Impact Fund – 276.

Section 2. There is $16,454 remaining unexpended in the Parkland Dedication Fund – 275 but these funds will be committed to an eligible park project in the next Capital Improvement Plan.

PASSED AND ADOPTED this **21st** day **December 2021,** by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on this **21st** day of **December 2021.**

Heather Bell, CMC

City Clerk

Return to Agenda

CITY COUNCIL REPORT 8D

DATE: DECEMBER 21, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, CITY ATTORNEY

SUBJECT: RESOLUTION CONTINUING AUTHORIZED REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the continued use of remote teleconference meetings pursuant to AB 361.

BACKGROUND

On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for the anticipated broader spread of the novel coronavirus disease 2019 ("COVID-19"). On March 18, 2020, the City Manager, acting as Director of Emergency Services, proclaimed a local emergency due to COVID-19 pursuant to California Government Code Section 8630 and Pinole Municipal Code Chapter 2.32. The City Council subsequently adopted a resolution affirming the City Manager's emergency declaration and continues to reevaluate the need for continuing the local emergency every fourteen (14) days. Both the State and local emergency declaration remain in effect.

All meetings of the City Council and the City's other legislative bodies, such as the Planning Commission, are open and public, as required by the Ralph M. Brown Act (Government Code section 54950 *et seq*.). Any member of the public may attend, participate, and watch the City's legislative bodies conduct their business. On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means in order to slow the spread of COVID-19. As a result of Executive Order N-29-20, staff set up virtual meetings for all City Council meetings and other City legislative bodies. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, repealed the provisions of Executive Order N-29-20 that allowed local legislative bodies to conduct meetings telephonically or by other means.

On September 16, 2021, the Governor signed AB 361 (2021) which allows for local legislative bodies to continue to conduct meetings via teleconferencing without complying with certain Brown Act provisions under specified conditions and includes a requirement that the City Council make specified findings. AB 361(2021) took effect October 1, 2021. Pursuant to AB 361 (2021), legislative bodies are allowed to continue to meet remotely during a declared state of emergency. In addition, remote meetings are only allowed when state or local health officials have imposed or recommended measures to promote social distancing, or when the legislative body finds that meeting in person would present imminent risks to the health or safety of attendees.

On October 19, 2021, the City Council adopted a Resolution Of The City Council Of The City Of Pinole Authorizing Remote Teleconference Meetings Pursuant To AB 361 upon a finding that: (i) the State of Emergency continues to directly impact the ability of the members to meet safely in person, and (ii) State or local officials continue to impose or recommend measures to promote social distancing. On November 2, 2021, the City Council requested a future agenda item to discuss the return to in-person meetings on November 16th. On November 16, 2021, the City Council adopted the Resolution Authorizing Continued Remote Teleconference Meetings Pursuant to AB 361, on finding that these conditions under AB 361 continue to exist.

In order to continue to hold remote meetings during a proclaimed state of emergency and maintain the Resolution of October 19, 2021, the City Council must reconsider whether these conditions under AB 361 exist, every thirty (30) days. Thus, the City Council has a standing opportunity to discuss a return to in-person meetings every thirty (30) days.

On December 7, 2021, the City Council adopted the Resolution Confirming Continued Existence of Local Emergency. In order to continue to hold remote meetings during this proclaimed state of emergency, the City Council must find that either: (i) the State of Emergency continues to directly impact the ability of the members to meet safely in person; or (ii) State or local officials continue to impose or recommend measures to promote social distancing. This staff report discusses whether these conditions under AB 361 continue to exist in order continue the use of remote teleconference meetings pursuant to AB 361.

DISCUSSION

Since issuing Executive Order N-08-21, the highly contagious Delta variant of COVID-19 has emerged, causing an increase in COVID-19 cases throughout the State and Contra Costa County. It is anticipated that COVID-19 cases may surge throughout the State in the coming winter months. As such, Governor Newsom has extended the State of Emergency declared on March 4, 2020 through March 2022. The City Council has also confirmed the continued existence of the local emergency, most recently on December 7, 2021.

Health officials continue to recommend measures to slow the spread of COVID-19. Specifically, the Centers for Disease Control and Prevention ("CDC") continues to recommend physical distancing of at least 6 feet from others outside of the household. On August 2, 2021, in response to the Delta variant of COVID-19, the Contra Costa County Health Officer issued an order for nearly all individuals to wear masks when inside public spaces and on September 14, 2021, issued an order requiring operators of specified dining establishments, entertainment venues and fitness facilities to restrict entry based on COVID-19 vaccination status or testing. Subsequent exceptions or exemptions to the health order have been made for persons participating in certain religious activities, performers and public speakers in venues where everyone eligible to receive a COVID-19 vaccine is fully vaccinated, and certain organized gatherings in indoor settings that are not open to the general public. These exceptions or exemptions do not apply here. Additionally, COVID-19 continues to present imminent risks to the health or safety of attendees, including the legislative bodies and staff, should the City's legislative bodies hold in person meetings.

On September 20, 2021, the Contra Costa County Health Officer issued recommendations for safely holding public meetings but strongly recommended the use of online meetings as it presents the lowest risk of transmission of COVID-19. Additionally, the Contra Costa County Health Officer continues to recommend the availability of remote access as an alternative to participating in person, should the City elect to offer in person meetings.

The proposed resolution re-affirms the necessary findings in order for the City Council, and all of the City' s other legislative bodies, to continue to hold remote teleconference meetings pursuant to AB 361. Staff is prepared to return to an in-person hybrid meeting format at the direction of the City Council.

FISCAL IMPACT

There is no direct fiscal impact from the adoption of the resolution.

ATTACHMENTS

A. Resolution Authorizing Continued Remote Teleconference Meetings Pursuant to AB 361

5019525.1

ATTACHMENT A

RESOLUTION NO. 2021-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING CONTINUED REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

WHEREAS, all City of Pinole ("City") meetings are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for an anticipated broader spread of the novel coronavirus disease 2019 ("COVID-19"), and Governor Newsom has continued to confirm the continued existence of the State of Emergency; and

WHEREAS, on March 18, 2020, the City Manager, acting as Director of Emergency Services, proclaimed a local emergency due to COVID-19 pursuant to California Government Code Section 8630 and Pinole Municipal Code Chapter 2.32, and the City Council has continued to confirm the continued existence of the local emergency; and

WHEREAS, On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, as a result of Executive Order N-29-20, staff set up virtual meetings for all City Council meetings and meetings of all City legislative bodies, such as the Planning Commission; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, repealed the provisions of Executive Order N-29-20 that allowed local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (2021) which allows for local legislative bodies and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the City Council make specified findings. ; and

WHEREAS, on September 20, 2021, Governor Newsom issued Executive Order N-15-21, delaying the full application of AB 361 (2021) until 11:59 p.m. October 1, 2021;

WHEREAS, in order for legislative bodies to continue to conduct meetings via teleconferencing pursuant to AB 361 (2021), a proclaimed State of Emergency must exist; and

WHEREAS, AB 361 (2021) further requires that State or local officials have imposed or recommended measures to promote social distancing, or, requires that the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the City of Pinole, specifically, Governor Newsom has declared a State of Emergency due to COVID-19 and the City Council has confirmed the continued existence of the local emergency due to COVID-19; and

WHEREAS, since issuing Executive Order N-08-21, the highly contagious Delta variant of COVID-19 has emerged, causing an increase in COVID-19 cases throughout the State and Contra Costa County; and

WHEREAS, on August 2, 2021, in response to the Delta variant of COVID-19, the Contra Costa County Health Officer issued Health Order No. COVID19-51, for nearly all individuals to wear masks when inside public spaces and on September 14, 2021, issued an order requiring operators of specified dining establishments, entertainment venues and fitness facilities to restrict entry based on COVID-19 vaccination status or testing; and

WHEREAS, on September 20, 2021, the Contra Costa County Health Officer issued recommendations for safely holding public meetings recommending the use of online meetings as it presents the lowest risk of transmission of COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") continues to recommend physical distancing of at least six (6) feet from others outside of the household; and

WHEREAS, because of the rise in cases due to the Delta variant of COVID-19, the City Council is concerned about the health and safety of all individuals who intend to attend City Council meetings and meetings of the City's other legislative bodies; and

WHEREAS, the City Council desires to provide a way for the Council, staff, and members of the public to participate in meetings remotely, without having to attend meetings in person; and

WHEREAS, the City Council hereby finds that the presence of COVID-19 and the increase of cases due to the Delta variant would present imminent risks to the health or safety of attendees, including the legislative bodies and staff, should the City's legislative bodies hold in person meetings; and

WHEREAS, the City shall ensure that it's meetings comply with the provisions required by AB 361 (2021) for holding teleconferenced meetings; and

WHEREAS, on October 19, 2021, the City Council adopted Resolution Of The City Council Of The City Of Pinole Authorizing Remote Teleconference Meetings Pursuant To AB 361; and

WHEREAS, AB 361 (2021) allows City Council to continue to conduct meetings via teleconference upon a finding every thirty (30) days thereafter that a State of Emergency continues to exist which either continues to directly impact the ability of members to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, on November 16, 2021, the City Council adopted Resolution Of The City Council Of The City Of Pinole Authorizing Continued Remote Teleconference Meetings Pursuant To AB 361; and

WHEREAS, on December 7, 2021, the City Council adopted Resolution Confirming Continued Existence of Local Emergency; and

WHEREAS, the City Council has reconsidered the need to conduct meetings remotely within thirty (30) days of the Resolution and finds the need continues to exist.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Pinole hereby declares as follows:

1. The above recitals are true and correct, and incorporated into this Resolution.

2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Brown Act, the City Council makes the following findings:

    a) The City Council has reconsidered the circumstances of the State of Emergency; and

    b) The State of Emergency, as declared by the Governor and the City, continues to exist, directly impacting the ability of the City Council and the City's legislative bodies, as well as staff and members of the public, from meeting safely in person; and

    c) The CDC continues to recommend physical distancing of at least six (6) feet due to COVID-19 and as a result of the presence of COVID-19 and the increase of cases due to the Delta variant, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.

3. The City Council and all of the City's other legislative bodies may continue to meet remotely in compliance with AB 361 (2021), in order to better ensure the health and safety of the public.

4. The City Council will revisit the need to conduct meetings remotely within thirty (30) days of the adoption of this resolution.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of December, 2021, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 21st day of December, 2021.

____

Heather Bell, CMC
City Clerk

5019793.1

Return to Agenda

CITY COUNCIL REPORT 8E

DATE: DECEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER
CHRIS WYNKOOP, FIRE CHIEF

SUBJECT: ADOPT A RESOLUTION APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND IAFF LOCAL 1230 ON THE PROCESS AND COMPENSATION OF THE ADMINISTRATIVE FIRE CAPTAIN AND FIRE PREVENTION CAPTAIN ASSIGNMENTS

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a side letter agreement between the City of Pinole and the International Association of Firefighters, Local 1230 (IAFF) on the process and compensation of the Administrative Fire Captain and Fire Prevention Captain assignments.

BACKGROUND

The Fiscal Year (FY) 2021/22 budget includes funding for two additional Fire Captain positions, which the City will use to fill assignments to the roles of Administrative Fire Captain and Fire Prevention Captain. In order to assign employees to these roles, the City must establish a process for assignment and establish special compensation for these assignments. These matters are within the scope of bargaining between the City and the labor union that represents Fire Captains, IAFF.

REVIEW AND ANALYSIS

The City and IAFF have identified side letter of agreement language that satisfies both parties describing the assignment process and compensation. Per the language, individuals selected will be assigned to the positions for a period not less than one year and will be assigned a 40 hour a week work schedule. The current MOU between the City and IAFF already incorporated language regarding assignments to 40 hour a week schedule. City staff recommends that the Council approve the attached side letter.

FISCAL IMPACT

There is no cost directly related to executing a side letter of agreement outlining the assignment process or compensation for the Administrative Fire Captain or Fire Prevention Captain assignments. These positions are already included in the FY 2021/22 budget.

ATTACHMENTS

A Resolution
B Side Letter Agreement between the City and IAFF

ATTACHMENT A

RESOLUTION NO.

A RESOLUTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND IAFF LOCAL 1230 ON THE PROCESS AND COMPENSATION OF THE ADMINISTRATIVE FIRE CAPTAIN AND FIRE PREVENTION CAPTAIN ASSIGNMENTS

WHEREAS, the Fiscal Year (FY) 2021/22 budget includes funding for two additional Fire Captain positions, which the City will use to fill assignments to the roles of Administrative Fire Captain and Fire Prevention Captain; and

WHEREAS, the City has established a process for the assignment to the position and the special compensation for these assignments; and

WHEREAS, the City and IAFF have identified side letter of agreement language that satisfies both parties describing the assignment process and compensation; and

WHEREAS, individuals selected will be assigned to the positions for a period not less than one year and will be assigned a 40 hour a week work schedule; and

WHEREAS, the positions and funding are already included in the FY 2021/22 budget.

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

Section 1. Declares the above recitals are true and correct and incorporated by this reference.

Section 2: Approves a side letter to the Memorandum of Understanding between the City of Pinole and IAFF Local 1230 establishing the process and compensation of the Administrative Fire Captain and Fire Prevention Captain assignments.

Section 3. Authorizes the City Manager, or his designee, to make changes to the side letter, with concurrence with the City Attorney, for purposes of clarifying language between the side letter and the Memorandum of Understanding, and to take all actions and execute all documents necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 21st day of December 2021 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on this 21st day of December, 2021.

____

Heather Bell, CMC

City Clerk

Return to Agenda

ATTACHMENT B

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF PINOLE

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1230

This Side Letter is to memorialize an agreement between the City of Pinole (“City”) and the International Association of Firefighters, Local 1230 (“Local 1230”) on the matter of bargaining unit employees assigned to the Administrative Fire Captain and Administrative Fire Prevention Captain Assignment. This Side Letter reflects agreed upon changes, additions, corrections or clarifications to the Memorandum of Understanding (“MOU”) between the City and Local 1230 dated July 1, 2021 to June 30, 2023.

The City and Local 1230 hereby agree:

Beginning FY 2021/2022 the City has approved and budgeted for two additional FTE line Fire Captain positions for a total of five FTE Fire Captains. In addition, two Administrative Assignments have been created. The assignments are Administrative Fire Captain and Fire Prevention Captain. Two of the five Fire Captain’s will be assigned to one of the administrative assignments on a rotational basis. The provisions of this assignment shall be as follows:

- The employee selected to perform these temporary assignments will come off of their regular line assignment 56-hour work week schedule and will be placed in a 40-hour work week schedule per 40-hour work week language in the MOU.

- The assignments are open to all Fire Captains and/or those on a Fire Captain eligibility list.

- The selection process will consist of a letter of interest from candidates followed by an interview with the Fire Chief and Battalion Chief. In the event that no employees submit a letter of interest, the letters submitted are withdrawn, or it is determined that none of the individuals who submitted interest are qualified to serve in this assignment, the Fire Chief or designee may appoint an employee to perform this assignment.

- Once the candidate is chosen, the administrative assignment/s may be a one year commitment on a rotational basis or it may be re-filled on an as needed basis following the above selection.

- Because of the uniqueness of these assignments and the skill set needed, the selected employee/s for the administrative assignment/s shall receive a Fire Staff Premium/Fire Prevention Assignment Premium of 15% of the employee's base monthly salary which is Cal-PERS compensable per Cal-PERS rules while in the administrative assignment.

- Any employee working in an administrative assignment that is in a Paramedic classification or receives Paramedic Differential pay will continue to receive his/her Cal-PERS compensable Paramedic pay while in an administrative assignment per Cal-PERS rules. Paramedic pay will be included in all compensation as stated in other articles of the MOU.

- All other compensation and benefits will be in accordance with the 40-hour work week language in the MOU.

- While working in the administrative assignment, any overtime beyond the standard 40-hour work schedule must be approved in advance by the Fire Chief. Overtime worked in the administrative assignment will be paid at the 40-hour rate in accordance with the 40-hour schedule. The employee is also eligible to work shifts on the weekend under the 48/96 schedule in accordance with the 40-hour side letter. Any shift work will be paid as overtime at the 56-hour rate per the 40-hour side letter.

- While working in the administrative assignment, the assigned employee will have access to a City vehicle while on duty, at special events when needed and/or per the Fire Chief’s discretion.

- At the discretion of the Fire Chief the employee in an administrative assignment may choose a work week that consists of 5-8’s, 4-10’s or a 9-80 schedule.

The City recognizes that the employee in the administrative assignment will need at least a 2 week notice before the start date of the assignment. Start date of a new pay period and FLSA period should be taken into consideration in selecting the official start date and termination of the assignment.

On behalf of the City	On Behalf of Local 1230
__________________________	__________________________
Andrew Murray City Manager	Vince Wells President, Local 1230
__________________________	__________________________
Date	Date

Return to Agenda

CITY COUNCIL REPORT

8F

DATE: DECEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: MISHA KAUR, SR. PROJECT MANAGER

SUBJECT: COOPERATIVE FUNDING AGREEMENT WITH THE WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE (WCCTAC) TO RECEIVE $100,000 IN SUBREGIONAL TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FOR CIP PROJECT # RO2105 – APPIAN WAY COMPLETE STREET PROJECT

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to:

1. Approve a Cooperative Funding Agreement (CFA) with the West Contra Costa Transportation Advisory Committee (WCCTAC) to receive $100,000 in Subregional Transportation Mitigation Program (STMP) funds for Capital Improvement Plan (CIP) project # RO2105 – Appian Way Complete Street;

2. Authorize the City Manager to execute the CFA for the Appian Way Complete Street project; and

3. Accept and appropriate $100,000 in STMP funds for the Appian Way Complete Street project.

BACKGROUND

In 1988, Contra Costa County voters approved a ½ cent sales tax, Measure C, to fund transportation projects. In 2004, Measure C was succeeded by Measure J. Measure C created four Regional Transportation Planning Committees (RTPCs) tasked with identifying projects in their portion of the County that would receive funding from the sales tax.

The West Contra Costa Transportation Advisory Committee (WCCTAC) is the RTPC charged with obtaining the funding for regional transportation improvement projects in West Contra Costa County. WCCTAC is a public agency, governed by a Joint Exercise of Powers Agreement between the following member agencies: the cities of El Cerrito, Hercules, Pinole, Richmond, San Pablo; Contra Costa County; and the transit operators, AC Transit, BART, and WestCAT.

WCCTAC develops and coordinates various transportation plans, projects, programs, and policies for the West Contra Costa area. In addition to directing some Measure J funds, WCCTAC administers the Subregional Transportation Mitigation Fee Program (STMP), which collects impact fees from development projects taking place within its member jurisdictions and applies them to regional transportation improvements.

WCCTAC periodically announces the availability of funding for transportation improvement projects performed by its member agencies. On March 26, 2021, the WCCTAC Board of Directors approved a Cycle 1 Call for Projects for the 2019 STMP Update. In response to the solicitation, City staff submitted a funding request to complete the preliminary engineering for the Appian Way Complete Street.

REVIEW & ANALYSIS

The Appian Way Complete Street project is a complete street project with a primary goal of providing improvements to bicycle and pedestrian infrastructure along Appian Way beginning from unincorporated El Sobrante to about 1500 lineal feet north of the southerly Pinole city limit to Michael Drive.

On May 28, 2021, the WCCTAC board selected the Appian Way Complete Street project to receive $100,000 in STMP fee revenues. The scope of work is described in detail in the Cooperative Funding Agreement (Attachment B) and the City is required to enter into the Agreement to receive funding.

FISCAL IMPACT

Staff is requesting that City Council accept and appropriate $100,000 in STMP funds to complete preliminary engineering for the Appian Way Complete Street project.

The planning level estimate for the Appian Way Complete Street project is $1,147,000, which includes preliminary engineering, design, utility coordination, environmental clearance, and construction. The cost of these improvements is not fully quantified. The effort funded by STMP fees will allow the City to be ready to seek construction phase funding in future calls for grant funding.

ATTACHMENT(S)

A. Resolution

B. Cooperative Funding Agreement – Appian Way Complete Street

ATTACHMENT A

RESOLUTION NO. 2021-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A COOPERATIVE FUNDING AGREEMENT WITH THE WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE (WCCTAC) TO RECEIVE $100,000 IN SUBREGIONAL TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FOR THE APPIAN WAY COMPLETE STREET PROJECT AND ACCEPTING AND APPROPRIATING THE FUNDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the West Contra Costa Transportation Advisory Committee (WCCTAC) is one of four RTPCs charged with obtaining the funding for regional transportation improvement projects in West Contra Costa County; and

WHEREAS, WCCTAC is a public agency, governed by a Joint Exercise of Powers Agreement between the following member agencies: the cities of El Cerrito, Hercules, Pinole, Richmond, San Pablo; Contra Costa County; and the transit operators, AC Transit, BART, WestCAT; and

WHEREAS, WCCTAC administers the Sub-regional Transportation Mitigation Fee Program (STMP) which collects impact fees from development projects taking place within its member jurisdictions and applies them to regional transportation improvements; and

WHEREAS, the City desire to advance the Appian Way Complete Street Project (CIP Project # RO2105) and responded to a solicitation issued by WCCTAC for STMP funds; and

WHEREAS, at its May 28, 2021 meeting, the WCCTAC Board of Directors approved an appropriation of one hundred thousand dollars ($100,000) in STMP funds to the City of Pinole to complete preliminary engineering for the Appian Way Complete Street Project; and

WHEREAS, the City is required to enter into the Cooperative Funding Agreement to receive said funding.

NOW, THEREFORE BE IT RESOLVED THAT, the City Council of the City of Pinole hereby adopts a resolution approving a Cooperative Funding Agreement with the West Contra Costa Transportation Advisory Committee (WCCTAC) to receive $100,000 in Subregional Transportation Mitigation Program (STMP) funds for the Appian Way Complete Street project and accepting and appropriating the funds and authorizing the city manager to execute the agreement

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of December by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 21st day of December 2021.

____
Heather Bell, CMC
City Clerk

ATTACHMENT B

COOPERATIVE FUNDING AGREEMENT BETWEEN
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
AND
City of Pinole

Appian Way Complete Streets Preliminary Engineering Project

This AGREEMENT is made and entered into as of ________, (the "Effective Date") by and between the West Contra Costa Transportation Advisory Committee ("WCCTAC"), a Joint Exercise of Powers Agency organized pursuant to California Government Code Section 6500, *et. seq*., among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, Bay Area Rapid Transit District, and Western Contra Costa Transit Authority, with offices located at 6333 Potrero Avenue, Suite 100, El Cerrito, CA 94530, and City of Pinole, a municipal corporation/special district/etc.

WCCTAC and City of Pinole ("Agency") shall sometimes be referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the members of WCCTAC signed a Master Cooperative Agreement pertaining to the 2019 Subregional Transportation Mitigation Fee Program Update ("2019 STMP") in West Contra Costa County, including a list of twenty specific projects and the STMP funding commitments to those projects; and

WHEREAS, Agency's Project, as further described in the Scope of Work, attached as Exhibit A, which is incorporated herein ("Project"), is one of the twenty projects identified in the 2019 STMP; and

WHEREAS, plans, studies, and cost estimates for Agency's Project are eligible uses for the STMP funds; and

WHEREAS, at its May 28, 2021 meeting, the WCCTAC Board of Directors approved an appropriation of one hundred thousand dollars ($100,000) in STMP funds to Agency towards the Project.

Now, therefore, the Parties hereby agree as follows:

SECTION 1
SCOPE OF WORK

1.1 **Scope of Work.** Subject to the terms and conditions set forth in this Agreement, Agency shall perform or cause to perform the work described in the scope of work attached as Exhibit A, and incorporated herein (the "Scope of Work"), 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 Exhibit A, the Agreement shall prevail.

1.2 **<u>Term of Services</u>.** The term of this Agreement shall begin on the Effective Date and shall end on the third anniversary of the Effective Date, and Agency shall complete the work described in <u>Exhibit A</u> on or before that date, unless the term of the Agreement is otherwise terminated or extended. The time provided to Agency to complete the services required by this Agreement shall not affect WCCTAC's right to terminate the Agreement.

1.3 **<u>Standard of Performance</u>.** Agency shall perform or cause to be performed all services required in Exhibit A according to the standards observed by a competent practitioner of the profession in which Agency's consultants or contractors are engaged.

1.4 **<u>Assignment of Personnel</u>.** Agency shall retain only competent personnel to perform the Project to this Agreement. In the event that WCCTAC, in its sole discretion, desires the reassignment of any such persons, Agency shall, upon receiving notice from WCCTAC, of such desire of WCCTAC, reassign such person or persons.

1.5 **<u>Time is of the Essence</u>.** Time is of the essence. Agency shall devote such time to the performance of the Project pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work.

1.6 **<u>Public Works and Department of Industrial Relations Requirements</u>.** Because the Project and Scope of Work described in Exhibit A may include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the Project may constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. In accordance with California Labor Code Section 1773.2, WCCTAC notifies Agency that this Project is subject to the general prevailing wages in the locality in which the services described in Exhibit A are to be performed. Agency shall cause to be paid prevailing wages for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which Agency shall make available on request by contractors and consultants. The Agency, its consultant and contractors engaged in the performance of the Scope of Work described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A. Agency is also required to comply all relevant provisions of the Labor Code applicable to public works, including enforcement of the contractor registration requirements of the California State Department of Industrial Relations.

SECTION 2
FUNDING OBLIGATIONS

2.1 **<u>Funding</u>.** In accordance with the WCCTAC Master Cooperative Agreement pertaining to the 2019 STMP, and subject to available funding, WCCTAC hereby agrees to fund Agency's Project in a sum not to exceed one hundred thousand dollars, ($100,000) notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Agency's Scope of

Work, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

The payments specified herein shall be the only payments from WCCTAC to Agency pursuant to this Agreement. Agency shall submit all invoices to WCCTAC in the manner specified herein. Agency shall not bill WCCTAC for duplicate services performed by more than one person.

WCCTAC and Agency acknowledge and agree that funding paid by WCCTAC to Agency under this Agreement is based upon Agency's estimated costs of funding Agency's Project, including salaries and benefits of employees, consultants and contractors of Agency. WCCTAC has no responsibility for such contributions beyond the amount set forth under this Agreement.

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

a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;

b. The beginning and ending dates of the billing period;

c. A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

d. Such other information as reasonably requested by WCCTAC.

2.3 **Monthly Payment.** WCCTAC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. WCCTAC shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Agency.

2.4 **Total Payment.** In no event shall Agency submit any invoice for an amount in excess of the maximum amount of compensation provided in Section 2.1, above, either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Reimbursable Expenses.** Reimbursable expenses shall not include a mark-up and are billed as a direct cost. In no event shall expenses be advanced by WCCTAC to the Agency. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.6 **Payment of Taxes.** Agency and its contractors and consultants are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 **Payment upon Termination.** In the event that WCCTAC or Agency terminates this Agreement pursuant to Section 3.4, WCCTAC shall compensate the Agency for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Agency shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.8 **Authorization to Perform Services.** The Agency is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from WCCTAC's Executive Director or his designee.

2.9 **Funding Request**. Agency shall submit the request for funds for specific components of the Project, detailing project scope, schedule and proposed funding plan, at least four (4) months in advance of the initial anticipated cash flow need or reimbursement; to submit subsequent requests at least two (2) months in advance of anticipated need; and to apply any funds received under this Agreement to the Project consistent with the terms and conditions of an approved funding appropriation.

2.10 **Progress Reports**. Progress reports shall be submitted along with the funding request in Section 2.9. Agency shall submit progress reports in a form satisfactory to WCCTAC based on the cost for services performed.

2.11 **Records Keeping.** All reports, studies, plans, 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 Agency prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be made available to WCCTAC at WCCTAC's request.

2.12 **Agency Financial Records.** Agency 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 WCCTAC under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Agency to this Agreement.

2.13 **Inspection and Audit of Records.** Any records or documents that Sections 2.11 and 2.12 of this Agreement requires Agency to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request by WCCTAC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of WCCTAC or as part of any audit of WCCTAC, for a period of 3 years after final payment under the Agreement.

SECTION 3
GENERAL PROVISIONS

3.1 **Funding Limitations and Contingencies**. If, in response to the Request for Proposal(s), it appears that Project costs including contingency, will exceed the funding set forth in Section 2.1, the Parties agree that they shall meet to revise Scope of Work to meet available funding. Funding of Agency's Project is strictly contingent upon WCCTAC having received, appropriated and allocated sufficient STMP funds for the Agency's Project. Funding is also contingent upon WCCTAC receiving a fully executed Agreement from Agency. If the Scope of Work cannot be revised to meet available funding, then WCCTAC reserves the right to terminate this Agreement, or suspend funding, until such time that additional STMP funds are available and allocated to Agency's Project.

3.2 **Acceptance.** Upon completion of the Project, Agency shall submit a report documenting that the Project is substantially complete. Agency shall be responsible for filing the appropriate notice of completion for the Project and shall provide a copy to WCCTAC for its records.

3.3 **Alternative Dispute Resolution**. All disputes that arise in connection with interpretation or performance of the Agreement shall first attempted to be resolved informally by the Parties. If not resolved, prior to instituting legal action, the Parties agree to participate in mediation with a mediator jointly selected by the Parties. If the dispute is not resolved by mediation, then the Parties will retain any and all remedies that they otherwise would have at law or equity.

3.4 **Termination**. This Agreement shall be subject to termination as follows:

a. Either Party may terminate this Agreement at any time for cause pursuant to a power created by the Agreement or by law, other than for breach, by giving written notice of termination to either Party, which notice shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. All obligations that are still executory will be discharged but any right based upon prior breach or performance shall survive.

b. This Agreement may be terminated by a Party for breach of any obligation, covenant, or condition by the other Party, upon notice to the breaching Party. With respect to any breach that is reasonably capable of being cured, the breaching Party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching Party diligently pursues cure, such Party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. On termination, the non-breaching Party retains the same rights as a Party exercising its right to terminate under the provisions of Section 3.4, except that the non-breaching Party also retains any remedy for breach of the whole contract or any unperformed balance.

c. By mutual consent of both Parties, this Agreement may be terminated at any time.

d. This Agreement may be terminated by WCCTAC if funding for Agency's Project is no longer available by operation of law, or by action taken by the WCCTAC Board of Directors to reallocate funds.

e. In no event shall the Parties terminate this Agreement if such termination would conflict with, cause a default under, or otherwise violate the terms or conditions of any revenue bonds.

3.5 **Waiver of Claims Against WCCTAC**. Agency waives all claims by Agency, its directors, supervisors, officers, employees, or agents against WCCTAC, its commissioners, officers, employees, or agents for damages, loss, injury and/or liability, direct or indirect, resulting from Agency's participation in the Project. Agency's waiver shall not apply to liability arising from and caused by the sole negligence or willful misconduct of WCCTAC, its commissioners, officers, employees, or agents.

3.6 **Indemnity**. Agency shall defend, indemnify and hold harmless WCCTAC, its governing board, member agencies, officers, employees, and agents from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, reasonable attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Agency's performance of any work under this Agreement, except such Liability caused by the sole negligence or willful misconduct of WCCTAC. With respect to any claims brought against Agency by a third party, Agency waives any and all rights of any type to express or implied indemnity by WCCTAC.

3.7 **Notices**. All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

a. When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.

b. When mailed by certified mail with return receipt requested, notice is effective upon receipt if delivery is confirmed by a return receipt.

c. When delivered by overnight delivery by a nationally recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.

d. When personally delivered to the recipient, notice shall be deemed delivered on the date personally delivered.

e. The place for delivery of all notices under this Agreement shall be as follows:

If to WCCTAC:

John Nemeth, Executive Director
West Contra Costa Transportation Advisory Committee
6333 Potrero Avenue, Suite 100

El Cerrito, CA 94530

with a Copy to:

Kristopher J. Kokotaylo, Legal Counsel
Meyers Nave
1999 Harrison Street, 9th Floor
Oakland, CA 94612

If to Agency:

Andrew Murray, City Manager
City of Pinole
2131 Pear Street
Pinole, CA 94564

3.8 **Additional Acts and Documents**. Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this Agreement.

3.9 **Integration**. This Agreement represents the entire agreement of the Parties with respect to the subject matter. No representations, warranties, inducement, or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement.

3.10 **Governing Law.** The laws of the State of California shall govern this Agreement. Agency and any consultants and contractors shall comply with all laws, including, but not limited, all statutes, regulations, local ordinances, and decisional authority, applicable to the Scope of Work hereunder. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Agency and any subcontractors shall comply with all applicable rules and regulations to which WCCTAC is bound by the terms of such fiscal assistance program.

3.11 **Amendment**. This Agreement may not be changed, modified, or rescinded except by the written approval, and any attempt of oral modification of this Agreement shall be void and of no effect.

3.12 **Independent Contractor**. Agency and WCCTAC render their services under this Agreement as independent contractors. None of the agents or employees of either shall be agents or employees of the other.

3.13 **Assignment**. This Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.

3.14 **Successors and Assigns**. This Agreement shall be binding upon the successors, assignees, or transferees of WCCTAC or Agency as the case may be. This provision shall not be constructed as an authorization to assign, transfer, hypothecate, or pledge this Agreement other than as provided above.

3.15 **Severability**. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, so long as the remainder, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

3.16 **Jurisdiction and 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.

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

3.18 **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.

3.19 **Counterparts**. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and attested by their respective officers, duly authorized so to act, as of the date set forth in the first paragraph of this Agreement.

City of Pinole	**West Contra Costa Transportation Advisory Committee**
________________________	________________________
Andrew Murray, City Manager	John Nemeth, Executive Director
Approved as to Form:	Approved as to Form:
________________________	________________________
Eric Casher, Legal Counsel	Kristopher Kokotaylo, Legal Counsel

3852446.1

EXHIBIT A

SCOPE OF WORK

The Agency agrees to:

1. To act as the lead agency and take responsibility for evaluating prospective consultants and contractors retained by Agency and subsequent award of work consistent with this Agreement.

2. To act as the lead agency and retain, as appropriate, consulting services consistent with this Agreement.

3. To be responsible for providing management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with the scope of the project.

4. To advance or complete all or a portion of following STMP project identified as funding categories*: Category 2: Appian Way Complete Streets Project*

5. To use the STMP funds *to advance towards construction Pinole's Appian Way Complete Streets Project between Michael Drive and Allview Avenue*

6. To produce or complete *preliminary design, community outreach, utility coordination, environmental and final design.*

7. To complete the over-all project based on the following initial schedule for the project:

Preliminary Engineering Start:	*December 2021*
Preliminary Engineering Complete:	*February 2022*
Utility and Environmental Start:	*January 2021*
Utility and Environmental Complete:	*March 2022*
Final Design Start:	*March 2022*
Final Design Complete:	*May 2022*
Plans, Specifications, and Estimate (PSE):	*June 2022*
Construction Begins:	*Pending securing funds*
Opening to Public:	*To be determined*

8. To complete the STMP-funded portion of the project based on the estimated completion date of *June 30, 2022.*

CITY COUNCIL REPORT

8G

DATE: DECEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: MISHA KAUR, SR. PROJECT MANAGER

SUBJECT: UPDATE ON 2022 GARBAGE COLLECTION RATES

RECOMMENDATION

Staff recommends that the City Council receive an update on the garbage collection rates (fees) that the City's franchise garbage collection company will charge effective January 1, 2022.

BACKGROUND

Solid Waste (garbage) service in the City of Pinole is provided by Republic Services Inc. ("Republic", formerly known as Richmond Sanitary Service) under a collection franchise agreement managed by the City of Pinole. Under the collection agreement, Republic is responsible for collection of trash, recyclables, compost, and bulky items. The collection agreement regulates the maximum collection rate Republic can charge and allows for an annual Consumer Price Index (CPI) rate adjustment and a rate review every five years.

The West Contra Costa Integrated Waste Management Authority (WCCIWMA) has a post-collection agreement with Republic. Under the post-cost collection agreement, Republic is responsible for recyclables processing, composting, operation of a Household Hazardous Waste facility, and the transfer, transportation, disposal of solid waste, and education and outreach. WCCIWMA conducts an annual process to review the post-collection fee.

The fee paid by customers for solid waste service in the City of Pinole has four rate components, which are described below:

1. Collection fee – funds Republic's collection of waste and recyclables and hauling the waste to post-collection facilities (landfill, compost facility, and recyclable, processing facility). This fee is established by the collection agreement and increased by CPI annually.
2. Post collection fee – funds recyclables processing, composting, operation of the Household Hazardous Waste facility. Also funds WCCIWMA to provide Post-Collection Agreement oversight, compliance with State regulatory requirements

regarding diversion of solid waste, recycling, household hazardous waste, and related programs in support of said diversion. This fee is established annually by WCCIWMA.

3. AB 939 fee – funds City program activities related to waste reduction and recycling, including participation in WCCIWMA (Fund 213). This fee is established by the collection agreement and does not change over time.
4. Solid waste project fee – also known as city waste program, funds City improvement projects related to waste management (Fund 214). This fee is established by the collection agreement and increases by CPI annually.

In a letter dated November 12, 2021, Republic informed the City that rates for calendar year 2022 will be adjusted by the CPI for the San Francisco-Oakland San Jose Metropolitan areas published for October 2021, an increase of 3.82%.

WCCIWMA is responsible for approving the maximum annual Post-Collection Rate and conducted a rate workshop on October 14, 2021. On November 18, 2021, the WCCIWMA Board of Directors approved the post-collection rates for calendar year 2022.

There is no change proposed to the current AB 939 fee, and the Solid waste project fee will increase by CPI, an increase of 3.82%.

REVIEW & ANALYSIS

The CPI rate increase by Republic and the increase approved by WCCIWMA for post collection services will result in an increase to the rates paid by solid waste customers in Pinole. The impact to the overall garbage rate, including the (1) Collection fee, (2) Post collection fee, (3) AB 939 fee, and (4) Solid Waste Project fee, is shown in the following table:

Residential Service Rates (effective January 1, 2022)								
	Current Standard Collection Rate	Current Sr. Collection rate	2022 CPI 3.82%	2022 Collection Rate	2022 Post Collection charge	City AB 939 fee	City Solid waste project fee	1/1/2022 Combined Monthly total
20 – gallon	$22.83		$0.87	$23.70	$7.00	$0.83	$1.99	$33.52
35 – gallon	$23.74		$0.91	$24.65	$12.28	$0.83	$2.87	$40.63
35 – gallon Sr.		$21.05	$0.80	$21.85	$12.28	$0.83	$2.76	$37.72
65 – gallon	$41.34		$1.58	$42.92	$22.83	$1.51	$5.21	$72.47
95 – gallon	$59.02		$2.25	$61.27	$34.26	$2.19	$7.71	$105.43

Commercial Service Rates (effective January 1, 2022) *includes $53.73 per yard/per month/per pick-up per week (IRRF Surcharge)							
Bin size	Times per week						
	1	2	3	4	5	6	7
1 yard	$296.74	$526.53	$756.20	$986.06	$1,215.70		
2 yard	$500.78	$924.28	$1,347.97	$1,771.38	$2,195.08		

3 yard	$693.81	$1,301.22	$1,908.63	$2,516.04	$3,123.47		
4 yard	$881.20	$1,667.52	$2,453.97	$3,240.48	$4,026.77	$4,813.07	$5,599.37
5 yard	$1,065.07	$2,028.45	$2,991.64	$3,955.08	$4,918.29	$5,881.49	
6 yard	$1,247.64	$2,386.93	$3,526.37	$4,666.00	$5,805.25		
7 yard	$1,429.03	$2,744.54	$4,060.44	$5,375.89	$6,691.43		

In addition to the rate increase based on CPI, Republic also proposed an adjustment of $0.35 per yard per month to commercial service rates for an additional organics collection route Republic says is necessary due to SB 1381. The City is reviewing the proposed increase and at this time does not authorize Republic to charge the $0.35 per yard per month fee for expansion of the commercial organics collection route.

FISCAL IMPACT

There is a modest increase in the cost for services that is passed through to ratepayers for increases associated with inflation, changing markets, and changing waste tonnages.

As detailed in the franchise agreement, Republic pays the City a franchise fee in the amount of 10% of the gross revenue generated by the collection rate.

CITY COUNCIL REPORT 8H

DATE: DECEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A TWO-YEAR CONTRACT WITH THE PACIFIC COAST FARMERS' MARKET ASSOCIATION TO MANAGE A YEAR-ROUND FARMERS' MARKET FOR THE PERIOD OF JANUARY 1, 2022, THROUGH DECEMBER 31, 2023

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a two-year contract with the Pacific Coast Farmers' Market Association (PCFMA) to manage a year-round Pinole Farmers' Market for the period of January 1, 2022, through December 31, 2023.

BACKGROUND

PCFMA is a Bay Area-wide nonprofit organization with a mission to provide community-supported certified farmers' markets that serve farmers, provide local access to farm-fresh produce, support local businesses and community organizations, and provide education to the community.

The Pinole Farmers' Market was first approved and funded by the Redevelopment Agency Board on May 20, 1997. The Agency initiated the Farmers' Market as a way to promote and bring traffic to the Old Town businesses. The Agency selected PCFMA to operate the market. Farmers' Market has continued to operate in the Old Town but is no longer funded by the City. The market is held year-round every Saturday, 9 am to 1 pm, at the parking lot bordered by Pear Street and Fernandez Avenue, which is partially a city-owned lot. The site is well suited to the market because it provides ample space for vendors, is surrounded by adequate parking, and is in the heart of the Old Town business community.

REVIEW AND ANALYSIS

The current contract with PCFMA runs from January 1, 2019 through December 31, 2021. The City would like to have PCFMA continue to operate the market. PCFMA has expressed its intent to continue to provide the same level of service and coordination it has done for 24 years including all aspects of market management such as staffing, working with the County Health Department, coordinating farmers, vendors, musicians, and activities at no cost to the City, through December 31, 2023.

Since PCFMA runs numerous farmers' markets around the Bay Area, they have developed relationships with a large number of farmers and food producers. These relationships allow PCFMA to recruit specific vendors that are a good fit for a particular community, which supports the ongoing growth and sustainability of each of their markets.

PCFMA also works to provide increased customer access to its markets. In 2021, PCFMA supported over 200 customers shopping with public food benefits (CalFresh or Farmers' Market Nutrition Program) at the Pinole Farmers' Market. Those customers increased their buying power by 60%, while buying locally grown fresh produce, thanks to Market Match and other grant-funded programs that PCFMA manages at the farmers' market. Through Market Match and other grant funded programs, for every dollar you spend purchasing from PCFMA vendors, you receive a free Market Match dollar worth $1 towards the purchase of fresh fruits and vegetables.

PCFMA has historically provided the Pinole Artisans (PA) and the Pinole Historical Society (PHS) with a booth at no cost each week to highlight their organizations and work. PCFMA proposed to continue to provide non-profit organizations like the Library, Police Department, etc., with a booth at no cost but has requested that they sign an agreement with PCFMA which provides noticing requirements should they decide not to attend any Saturday event, thus allowing PCFMA to fill that booth for that weekend. Included as Attachment C is a list of Pinole organizations that have participated in the events in 2019, 2020, and 2021.

Given the long-standing relationship with Pacific Coast Farmers Market Association, the City sought out negotiation of a successor agreement. As part of the successor agreement, the City informed PCFMA that it was in the process of selling two parcels in the area which may immediately or in the near future impact the use of the full parking lot. PCFMA acknowledged that the sale of the properties may impact their operations but expressed interest in continuing with an agreement.

Below are the key deal points of the Market Site and Operation Agreement between the City and the PCFMA, which is now in a form for City Council consideration and approval.

- Section 1.1 & Exhibit A – Site: Recognizes the parking lot bordered by Pear Street and Fernandez Avenue as the location for the Farmers Market and which is subject to change once City-owned properties in the area are sold.

- Section 1.2 – Term: The term shall be for two years, from January 1, 2022, through December 31, 2023. Prior agreements were also for two-year terms.

- Section 1.3 – Renewal: The Agreement includes a three year renewal provision, upon mutual written consent of the parties.

- Section 1.4 – Fees: References a fee paid to the City by PCFMA. However, the City has not charged PCFMA any fees for the use of the parking lot, which is noted in Exhibit B of the Agreement.

- Section 2.3 – Market Location: Addresses possible relocation of the Farmers' Market if/when the corner parcel (2301 San Pablo Ave.) is sold, if the Farmers Market cannot come to an agreement with the new property owners for use of the parking lot.

- Section 3.5 & Exhibit E – Community Programs: PCFMA agrees to provide space in the Market, at no charge, to non-profits, governmental agencies, and local businesses, if space is available.

- Section 8.8 – Annual Donation: PCFMA agreed to continue to donate $1,000 to the City for supporting local Pinole non-profit organizations selected by the City. As a condition of the donation, the City must provide at least 3-weeks advance notice to CONSULTANT, reference CONSULTANT as the source of the donation in any related public media and provide CONSULTANT with an opportunity to be present at any events or ceremonies during which the non-profit is presented with these funds.

- Exhibit C – Operating Schedule: Established the dates and times the Farmers Market will be open, pending any weather or other unforeseen issues.

There are other sections within the agreement which are not listed above, which reflect standard language on warranties and covenants, insurance, indemnification, breach, or default by PCFMA. The complete version of the Agreement is included as Attachment B.

FISCAL IMPACT

There is a minimal expense for the City to pay half of a required onsite portable toilet and hand wash unit cost, in an amount not to exceed $3,000 annually. This is funded through the General Fund Budget, 100-42511-117.

ATTACHMENTS

Attachment A: Resolution for the Pinole Farmers' Market Contract
Attachment B: Agreement with the Pacific Coast Farmer's Market Association
Attachment C: List of Non-Profit Organizations attendance

ATTACHMENT A

RESOLUTION NO. 2021-

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO-YEAR CONTRACT WITH PACIFIC COAST FARMERS' MARKET ASSOCIATION TO MANAGE A YEAR-ROUND FARMERS' MARKET FOR THE PERIOD OF JANUARY 1, 2022, THROUGH DECEMBER 31, 2023

WHEREAS, the City of Pinole intends to continue its relationship with the Pacific Coast Farmers' Market Association to maintain the successful year-round Farmers' Market in Old Town Pinole; and

WHEREAS, Pacific Coast Farmers' Market Association is a well-established, successful community activity that provides local access to farm-fresh produce, supports local business and community organizations, and provides education to the community; and

WHEREAS, the Pacific Coast Farmers' Market Association is willing to continue full coordination of the year-round Farmers' Market in the City of Pinole at a minimal cost not to exceed $3,000 towards the annual rental of a required onsite portable toilet and hand wash unit; and

WHEREAS, the Pacific Coast Farmers' Market Association is a committed partner of the City of Pinole and wishes to further enhance its community engagement, the Pacific Coast Farmers' Market Association commits to the following, as a minimum:

1) Provide booth space, including table and signage, for any Pinole area non-profit or school organization to assist with their outreach and fundraising efforts, at no-cost.
2) Provide an annual donation of $1,000 to the City for distribution to a local non-profit organization of the City Council's choosing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does hereby authorize the City Manager to enter into and execute a two-year contract with Pacific Coast Farmers' Market Association to manage a year-round Farmer's Market in the Old Town Parking Lot for the period of January 1, 2021, through December 31, 2023.

PASSED AND ADOPTED at a regular meeting of the City of Pinole held on the 21st day of December 2021 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 21st day of December 2021.

____

Heather Bell, CMC
City Clerk

ATTACHMENT B

Market Site and Operation Agreement

This is a Market Site and Operation Agreement ("Agreement") dated as of January 1, 2022, between Pacific Coast Farmers' Market Association, a California nonprofit corporation ("CONSULTANT") located at 5060 Commercial Circle, Suite A, Concord, CA 94520, and the City of Pinole ("CITY").

Background

CONSULTANT is a nonprofit organization and is tax-exempt under Section 501(c)(5) of the Internal Revenue Code. It operates certified farmers' markets, as defined in Section 47004(a) of the California Food and Agriculture Code, throughout the San Francisco Bay Area. Such markets offer consumers a wide variety of farm fresh and other complementary products and serve as essential community gathering spaces.

CITY believes that farmers' markets can be beneficial to the surrounding community, as well as to market consumers and vendors, by attracting people to the area, improving local economies, and enhancing the local business environment. CITY and CONSULTANT desire that CONSULTANT operate a certified farmers' market in Pinole, California on the basis set out in this Agreement.

1. Site, Term, and Fees

1.1 Site

CITY grants CONSULTANT a revocable license to use the space described in **Exhibit A** ("Site") for the limited purpose of operating a certified farmers' market and an adjacent area where non-agricultural food products may be sold ("Market") in accordance with this Agreement.

1.2 Term

The initial term of this Agreement is 2 year(s), starting on January 1, 2022, and ending on December 31, 2023. This Agreement will terminate upon the expiration of the initial term if not renewed under the renewal term in Section 1.3, or if either party terminates the Agreement sooner than the initial term as described in Section 10.

1.3 Renewal

This Agreement may be renewed upon mutual written consent of the parties for 1 additional 3-year terms until December 31, 2026.

1.4 Fees

CONSULTANT will pay CITY fees for the use of the Site in such amounts and on such dates as stated in **Exhibit B**. Any changes in fee amounts, due dates, and payment terms require amendment of this Agreement in the manner set out in Section 11.2.

2. Market Days, Location, and Hours

2.1 Market Days and Hours
Except as otherwise provided by this Agreement, CONSULTANT will operate the Market at the Site during the months and on the day or days and during the hours set out in **Exhibit C** (each such day when the Market is open is referred to in this Agreement as a “Market Day”).

2.2 Annual Schedule
On an annual basis, CONSULTANT will develop and document a schedule of Market Days for the following year (the “Annual Schedule”). CONSULTANT will provide the City with the Annual Schedule for review. The CITY will identify in the Annual Schedule any Market Days when the Market will need to be relocated due to construction or other conflicting activities at the Site, if foreseeable. It is understood that the CITY will allow the Market use of its City owned parcels within the parking lot, as the primary user of the Site on scheduled Market Days and will seek to minimize the need for and number of relocations. The Annual Schedule for the initial term is set out in **Exhibit C**.

2.3 Market Location
The Market will operate in the space identified in Section 1.1 unless relocated as provided in Section 2.4. The Market is aware that the City is in the process of selling a City owned parcel (2301 San Pablo Ave.) on the Site and once sold, will not control the site or parking lot associated with the sold property.

2.4 Temporary Relocations
For purposes of this Agreement, the term “Unplanned Event” means events, activities, or developments that are not events of force majeure contemplated by Section 9.5 or specified in the applicable Annual Schedule. Such events include without limitation, Site maintenance or repairs or street closures for other events. If, by reason of an Unplanned Event, CITY wishes CONSULTANT to relocate the Market or change Market operating hours on a particular day, CITY will provide as much advance notice to CONSULTANT as possible, and CONSULTANT will cooperate with CITY in finding a solution.

2.5 Market Cancellations by CITY
If CITY directs CONSULTANT to cancel a Market by reason of an Unplanned Event, fees payable by CONSULTANT to CITY under Section 1.4 will be reduced on a pro rata basis as provided in Exhibit B.

3. Market Operations

3.1 Operations Generally
CONSULTANT will have sole responsibility and authority for Market planning and operations. This means that, subject to and as may be supplemented by additional terms, if any, as set out in **Exhibit J**, CONSULTANT will have sole responsibility and authority to: (a) recruit, select, discipline, and remove California certified agricultural producers, artisans, entertainers, nonprofit organizations, and other vendors and providers at the Market (together, “Market Participants”); (b) determine product, service, and entertainment offerings at the Market; (c) determine and modify Market layout; (d) assign Market Participants to specific locations; (e) interpret and apply Market Rules (as defined in Section 3.7); (f) determine CONSULTANT’s Market promotion and marketing activities

as set out in Section 5.3; and (g) make decisions about all other matters arising in the course of Market operations.

3.2 Market Manager

CONSULTANT will designate a single market manager ("Market Manager") responsible for day-to-day Market operations, including overseeing Market set-up and cleanup, monitoring Market Participant compliance with the Market Rules (as defined in Section 3.7), and addressing logistics or other problems as they may arise on a Market Day. The initial Market Manager is identified in **Exhibit D**. CONSULTANT will notify CITY if CONSULTANT changes its Market Manager. The CONSULTANT shall report to and receive direction from the City Manager and/or his/her designee.

3.3 Equipment, Supplies, Labor, and Expenses

Except for equipment and supplies that are the responsibility of individual Market Participants and as otherwise provided by this Agreement, CONSULTANT will: (a) provide all equipment, tables, signs, and supplies it needs to operate the Market; (b) be responsible for hiring, monitoring, and paying for any personnel CONSULTANT engages in Market operations; and (c) be responsible for all other expenses, fees, and charges incurred by CONSULTANT relating to Market operations, including, without limitation, expenses for marketing and insurance.

3.4 Signage

CONSULTANT may display signs and banners on the Site each Market Day advertising the Market and directing customers and Market Participants.

3.5 Community Programs

CONSULTANT will manage community organization and local merchant access programs at the Market, if any, in the manner set out in in Exhibit E.

3.6 Market Cancellations by CONSULTANT

In line with its responsibility for Market operations, CONSULTANT may decide, based on weather conditions, air quality, or other factors, to not open the Market or to close the Market early on any Market Day. CONSULTANT will try to give CITY advance notice and, in any case, will notify CITY of any such decision prior to the scheduled Market Day.

3.7 Market Rules

CONSULTANT maintains comprehensive market rules and regulations ("Market Rules"). The Market Rules cover, among other things: application, admission, and selling requirements for agricultural producer, non-agricultural producer, and artisan vendors; market management; stall space assignment; and signage, labeling, and sampling requirements. CONSULTANT will operate the Market in accordance with the Market Rules. It may amend the Market Rules at any time at its discretion. CONSULTANT will provide CITY with a copy of the most current Market Rules upon request.

3.8 Compliance with Law

CONSULTANT in operating the Market will act with due care, in a manner consistent with the nature of the Site, and in compliance with applicable law including, without limitation, provisions of the California Food and Agriculture Code governing certified farmers' markets, local ordinances, and other applicable laws.

3.9 Permits and Licenses

CONSULTANT will be solely responsible for obtaining and maintaining necessary permits and licenses relating to its activities in operating the Market. The Market Rules provide that individual Market Participants are responsible for obtaining needed permits and licenses for their own operations.

4. Market Day Activities

4.1 Site Set-up and Take-down

CONSULTANT will be solely responsible for the set-up and take-down of the Market on each Market Day.

4.2 Site Cleanup

CONSULTANT will ensure that the Site is free of debris upon the close of each Market Day. CONSULTANT will make reasonable efforts to ensure that the pavement and other surfaces at the Site are not stained or damaged by Market operations.

4.3 CONSULTANT Property

CONSULTANT will remove all of its property from the Site within one hours of the close of each Market Day, with the exception of property kept in a storage area, if any, identified in **Exhibit A**.

4.4 Noise

CONSULTANT will make reasonable efforts to ensure that noise levels associated with entertainers and Market operations generally are appropriate given the nature of the Site and do not conflict with other events that may be occurring near the Site on CITY property.

4.5 On-Site Services

CITY on each Market Day will provide the services described in **Exhibit F**. CITY will not be entitled to separate compensation or expense reimbursement for providing such services unless otherwise agreed in writing by CONSULTANT.

4.6 Inspection by CITY

CITY may enter the Site on Market Days to inspect it and evaluate whether CONSULTANT is in compliance with the terms of this Agreement, and for the purposes of taking any other actions CITY believes are appropriate to protect CITY's interest in the Site.

5. Marketing and Publicity

5.1 Market Name

CONSULTANT will advertise and promote the Market using the market name set out in **Exhibit G**. CITY will not use the name of the Market in connection with any farmers' market other than the Market without CONSULTANT's prior written approval.

5.2 Market Branding

CONSULTANT will use its branding ("CONSULTANT Branding") for the Market as depicted and described in **Exhibit G**. Such branding, including typography, layout, intended format, and color choices, reflects the branding used by CONSULTANT in operation of all of its farmers' markets. For marketing consistency, to the extent CITY produces promotional materials for the Market, CITY will use CONSULTANT Branding elements and otherwise design its materials in a manner consistent with CONSULTANT Branding as determined by CONSULTANT in its sole discretion. CITY will not use CONSULTANT Branding elements, or any other branding that is substantially similar to CONSULTANT Branding, at or in connection with any other farmers' market or event sponsored by CITY and not operated by CONSULTANT.

5.3 Market Promotion

CONSULTANT will advertise and promote the Market as it determines appropriate in line with its experience as a market operator. CONSULTANT and CITY may use the other's name and logo in line with the other's brand guidelines, if any. CONSULTANT and CITY may provide information about Market operations—including days, hours, location, vendors, product and entertainment offerings, and similar matters—on their websites, marketing materials, posters, vendor and other applications, social media, and other marketing or outreach-oriented materials. Each of CONSULTANT and CITY will own signage, banners, or other materials it may develop in connection with such marketing activities.

5.4 Trademarks

CONSULTANT and CITY acknowledge that: (a) any right or approval under this Agreement to use the other's logo or other trademarks is non-exclusive, non-sublicensable, non-transferable, and revocable; (b) the other party will remain the sole and exclusive owner of all right, title, and interest in its marks and branding including, in CONSULTANT's case, CONSULTANT Branding; and (c) any and all goodwill in the other party's marks will inure solely to the benefit of the other party. Neither CONSULTANT nor CITY will combine the other's marks with any other mark, word, symbol, or design. CONSULTANT and CITY will use the other's marks only in the form specified by the other party and comply with reasonable trademark use guidelines that the other may provide.

5.5 Photography and Video at the Site

CONSULTANT and CITY may film, record, photograph, and otherwise document Market activities taking place at the Site. Such images and recordings may be used in CONSULTANT and CITY's marketing activities under Section 5.3 and otherwise for archival, external communication, and other purposes. Neither CONSULTANT nor CITY will be entitled to receive any payment from the other for any such use.

5.6 Special Events

CITY, when possible, will inform CONSULTANT of special or seasonal events (e.g., food, holiday, health, and farm-related) sponsored by CITY and taking place on or near the Site, and may invite CONSULTANT to participate when appropriate. CONSULTANT may, in its discretion, decide whether to participate.

6. Communication and Reporting

6.1 Contact Persons

CONSULTANT and CITY will each appoint one individual to act as the principal contact person ("Primary Contact") and to coordinate activities in connection with the Market. The initial Primary Contacts are identified in **Exhibit D**. CONSULTANT and CITY may each change its Primary Contact at any time by written notice to the other party.

6.2 Concerns and Complaints

For efficiency and clarity, if CITY has questions or concerns about Market operations, including any concerns about individual Market Participants or recurring complaints from consumer or neighbors about the Market, or if CONSULTANT has concerns about Site conditions or other matters, each will direct such questions and concerns initially only to the other's Primary Contact. If CITY's concerns relate to real-time health or safety issues on a Market Day, CITY should contact the Market Manager.

CONSULTANT agrees to handle any problems, situations, complaints and/or concerns from Pinole residents, businesses and market participants arising out of the operation of the market.

6.3 Cooperation

CONSULTANT and CITY will cooperate with each other in connection with the Market, including: (a) carrying out their respective obligations on a timely basis; (b) keeping each other advised about potential issues; (c) promptly responding to e-mail, text, and phone messages from the other party; and (d) providing one another with information and documents as may be appropriate in connection with Market activities.

6.4 Market Reporting

CONSULTANT will provide CITY with periodic reports about Market operations addressing Market attendance and other relevant matters in the form attached as **Exhibit H.** CONSULTANT agrees to provide CITY with an "annual report due December 1 describing the operations, marketing, and management of the market, as well as any other issues or concerns related to the market that has occurred during that calendar year.

6.5 General Reporting

CONSULTANT will notify the CITY promptly of: (a) any change in the Market Manager for the Market; (b) permanent revocation of CONSULTANT's tax-exempt status; (c) any filing by CONSULTANT of a proceeding under any bankruptcy or insolvency law; (d) any governmental action, legal proceeding, revocation of a permit, or other development that has or could have a material adverse effect on CONSULTANT's financial condition or otherwise materially affect its ability to carry out its obligations under the Agreement; or (e) any loss, disruption or substantive change in the CONSULTANT insurance coverages required under Section 9.1.

7. Site Matters

7.1 As Is
CONSULTANT acknowledges that it is accepting the Site as is. CONSULTANT will not be responsible for maintenance or repair of the Site's permanent fixtures, including, without limitation, any paved surfaces, curbs, walkways, handrails, or landscaping. Nothing in this Section 7.1 affects CONSULTANT's responsibilities with respect to Site clean-up as provided in Section 4.2.

7.2 Site Maintenance and Repairs
CITY will take reasonable actions and otherwise respond promptly to any concerns regarding Site conditions or requests for Site maintenance communicated by CONSULTANT. CONSULTANT will cooperate with any repair activities, including, without limitation, adjusting Market layout or Market hours.

7.3 Site Damage
CONSULTANT will reimburse CITY for the reasonable costs of repair of any physical damage to the Site resulting directly from Market operations. CITY will notify CONSULTANT of any such damage no later than 10 days after CITY discovers such damage. CITY will determine the cost of repair and invoice CONSULTANT for such costs, and will provide, at CONSULTANT's request, appropriate documentation supporting the charges. CONSULTANT will pay such amount no later than 10 days after receipt of invoice.

7.4 Site License
CITY confirms it has the right to license the Site as contemplated by this Agreement. CITY gives CONSULTANT a license only and does not grant to CONSULTANT any ownership, leasehold, easement, or other property interest or estate in the Site.

8. Other Agreements and Understandings

8.1 Exclusive Relationship
For purposes of this Agreement, the term "Market Area" means the Site as depicted in Exhibit A. In order to enhance the viability and success of the Market, and except as CITY and CONSULTANT may otherwise agree in writing, CITY will not grant others the right to operate a farmers' market, and CONSULTANT will not operate a farmers' market with any other partner organization, on any day at any location within the Market Area or within a one-mile radius of this location. Nothing in this Section 8.1 limits CITY's or CONSULTANT's freedom to operate another farmers' market together within the Market Area, or to operate, or engage third parties to operate, farmers' markets outside the area described above, or limits CITY's ability to license, lease, permit, or otherwise use the Site or other property for any other purpose.

8.2 Financial Support
Except for any fees set out in Section 1 and in **Exhibit B**, CITY has no obligation to provide any financial support to CONSULTANT in any form, including, without limitation, making loans or grants, advancing cash, or covering direct expenses.

8.3 Vendor-Related Taxes
CITY will have no responsibility for any income, sales, personal property, and other tax returns and payments that may be required by any federal, state, or local tax authority in connection with sales of goods and services by vendors at the Market.

8.4 Site-Related Taxes
CITY will have sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with its ownership or management of the Site or receipt of fees under this Agreement or otherwise in connection with Market operations.

8.5 No Guarantees
CITY and CONSULTANT acknowledge that neither party has nor is making any representations, warranties, promises, or guarantees of any kind to the other about the success of the Market, including, without limitation, representations about consumer traffic, consumer demographics, product offerings, impact on local business and neighborhoods, or security for persons and property at the Site.

8.6 Relationship
CITY and CONSULTANT are and will remain independent commercial contracting parties. The arrangements contemplated by this Agreement are not intended to and will not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither CONSULTANT nor CITY have the power or authority to bind or obligate the other to a third party or commitment in any manner. Neither party will hold itself out as a representative of the other party or otherwise purport to speak on the other party's behalf.

8.7 Additional Terms
The additional terms set out in **Exhibit J**, if any, are incorporated by reference into and form a part of this Agreement.

8.8 Annual Donation
CONSULTANT agrees to make a donation of $1,000 to the CITY at the end of each calendar year during which the market has operated under this contractual agreement. This donation is for the sole purpose of supporting a local Pinole non-profit organization selected by CITY. When CITY selects a non-profit as a recipient of this donation, they will provide at least 3-weeks advance notice to CONSULTANT, reference CONSULTANT as the source of the donation in any related public media and provide CONSULTANT with an opportunity to be present at any events or ceremonies during which the non-profit is presented with these funds.

9. Insurance, Indemnification, and Liability

9.1 Consultant Insurance
CONSULTANT at its sole expense will obtain and maintain the insurance coverages described in **Exhibit I**.

9.2 Indemnification by CONSULTANT
CONSULTANT will defend, with counsel reasonably acceptable to the CITY, indemnify, and hold harmless CITY and CITY's officials, directors, officers, employees, agents, volunteers, and assigns against all third party claims, liabilities, losses, suits, actions, damages, expenses, and attorneys' fees, including, without limitation, claims in respect of death, property damage, or personal injury, bodily injury, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of CONSULTANT or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of
their work.

9.3 Limitation on Liability
Neither CONSULTANT nor CITY will be liable to the other for any incidental, special, consequential, exemplary, punitive, or indirect damages arising out of or otherwise related to this Agreement, even if the other party has been apprised of the likelihood of such damages. This includes, without limitation, claims for loss of revenue, loss of profit, or loss of use.

9.4 Force Majeure
Neither CONSULTANT nor CITY will be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused in whole or in part by acts of God, acts of war, terrorist events, pandemics, earthquakes, fires, floods, poor air quality, power blackouts, explosions, demonstrations, riots, strikes, lockouts, or other events, occurrences, or causes beyond the control of the relevant party.

10. Termination

10.1 By Agreement
CONSULTANT and CITY may terminate this Agreement at any time upon mutual written consent.

10.2 Termination at Notice
This Agreement may be terminated at any time by either CONSULTANT or CITY. Such a termination will be effective 180 days after delivery by the terminating party to the other party of a written notice of termination under this Section 10.2.

10.3 Termination for Breach
If either CITY or CONSULTANT breaches any of its obligations under this Agreement, the other party may give written notice of the breach. If the party in breach fails to cure the breach to the non-breaching party's reasonable satisfaction within 30 days after receipt of such written notice, the non-breaching party may terminate this Agreement by providing written notice of intent to terminate, with the termination effective 10 after delivery of such notice.

10.4 Termination for Certain Events
CITY may terminate this Agreement if CONSULTANT loses permanently its tax-exempt status or dissolves, liquidates, files a petition in bankruptcy, or is adjudicated as a bankrupt. CONSULTANT may terminate this Agreement if CITY dissolves, liquidates, files a petition in bankruptcy, or is adjudicated as a bankrupt. A termination under this Section

10.4 shall be effective 10 days after delivery of written notice to that effect by the terminating party to the other party.

10.5 Effect of Termination

Upon termination of this Agreement, CONSULTANT will promptly vacate the Site, remove all CONSULTANT property from the Site and any storage space, and pay any amounts due to CITY under this Agreement. CONSULTANT and CITY will as soon as practicable discontinue use of each other's logos and other marks under Section 5. CITY will not use CONSULTANT Branding, or any other branding that is substantially similar to CONSULTANT Branding, at or in connection with any other farmers' market sponsored by CITY and not operated by CONSULTANT including, without limitation, any successor market at the Site operated directly by CITY or by another market operator. CONSULTANT and CITY will cooperate in good faith in reasonable transition activities prior to and after termination to minimize operational interruption and adverse impacts to CONSULTANT, CITY, and the community at large.

10.6 Post-Termination Activities in Market Area

If either party terminates the Agreement under Section 10.2, the terminating party will not operate or grant others the right to operate a farmers' market within the Market Area for a period of 180 days beginning from the date of effectiveness of termination.

10.7 Survival

The provisions of Sections 8.3, 8.4, 9.2, 9.4, 10, and 11 will survive termination of this Agreement regardless of the reason for termination.

11. General

11.1 Entire Agreement

This Agreement, together with its exhibits, expresses the final, complete, and exclusive agreement between CONSULTANT and CITY, and supersedes prior or contemporaneous written and oral agreements, proposals, negotiations, course of dealing, and communications between CONSULTANT and CITY relating to the same subject matter. If there are any inconsistencies between any exhibit and the text of this Agreement, the text will control.

11.2 Amendment

This Agreement may be amended only as stated in a writing signed by both CITY and CONSULTANT that recites that it is an amendment to this Agreement.

11.3 Notices

Notices, approvals, and consents under this Agreement must be in writing and delivered to CONSULTANT and CITY by mail, courier, fax, or email to the contact address identified in **Exhibit D**. Such addresses may be changed by written notice to the other party.

11.4 Severability

If any provision in this Agreement is held illegal, invalid, or unenforceable, all other provisions will remain enforceable, and the illegal, invalid, or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

11.5 Non-Assignment
Neither CONSULTANT nor CITY may assign any rights or delegate any duties under the Agreement without the other party's prior written approval, provided, however, that CONSULTANT may, without obtaining the approval of CITY, freely assign its rights and delegate its duties, either directly or by operation of law, under this Agreement to any affiliate or successor of CONSULTANT by merger, sale of assets, or otherwise.

This Agreement is binding on the heirs, successors and assigns of the parties hereto.

11.6 Waiver
Any waiver of any term of this Agreement must be in writing. Failure, neglect, or delay by CONSULTANT or CITY at any time to enforce the provisions of this Agreement will not be considered a waiver of that party's rights under this Agreement. Any waiver will not be considered a waiver of any remedy against a later breach or of the right to enforce any provision of this Agreement.

11.7 No Third-Party Beneficiaries
Except as specifically provided in Sections 9.2 and 9.3 of this Agreement, this Agreement is for the exclusive benefit of CITY and CONSULTANT, and not for the benefit of any third party including, without limitation, any customer or Market Participant or any employee of either party.

11.8 No Presumption Against Drafter
This Agreement will be construed without regard to any presumption or rule requiring construction against the party drafting the Agreement.

11.9 Governing Law
This Agreement will be governed by California law. Should any legal action be brought by a party for breach of this Agreement or to enforce any provisions of the Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, court costs or any other costs as may be fixed by the court. Any action arising out of this Agreement shall be venued in the Superior Court of the State of California in and for the County of Contra Costa.

11.10 Counterparts
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts will constitute effective delivery.

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This Agreement was signed by CONSULTANT and CITY as of the date stated in its first paragraph:

PACIFIC COAST FARMERS' MARKET ASSOCIATION	**CITY**
By: ______________________	By: ______________________
Name: Allen Moy	Name: Andrew Murray
Title: Executive Director	Title: City Manager

Exhibits

Exhibit A	Site Description
Exhibit B	Fee Schedule
Exhibit C	Annual Market Operation Schedule
Exhibit D	Contact Addresses
Exhibit E	Community Programs
Exhibit F	On-Site Services
Exhibit G	CONSULTANT Branding
Exhibit H	Market Report
Exhibit I	Insurance
Exhibit J	Additional Terms

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Exhibit A
Site Description

CONSULTANT agrees to provide services for the management of the Market, to be operated in the Old Town Parking Lot in Pinole, located behind the Old Bank building adjacent to Fernandez Avenue and Pear Street.

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Exhibit B
Fee Schedule

Fees: The CONSULTANT will continue to retain all revenue collected from booths and any other market related activities. Other than cost specified below, CITY will not charge CONSULTANT any fees for use of the Site depicted in Exhibit A.

Costs. The CITY and CONSULTANT agree to equally share the cost of an ADA portable toilet and a hand washing station rental onsite at the market. The CONSULTANT shall rent one ADA portable toilet and one hand washing station. CITY agrees to pay for half of the cost for the toilet and washing station. CONSULTANT will provide the CITY with a quarterly invoice for reimbursement of the services.

Payments:

CITY will make payments by check sent to: Pacific Coast Farmers' Market Association

CONSULTANT will pay any amounts not due as specified above net 30 upon receipt of invoice from CITY.

Exhibit C
Annual Market Operation Schedule

Operation:

The Market will be open from *9:00 am* to *1:00 pm* every *Saturday* between the months of *January* and *December* all year round. CONSULTANT will have access to the Market beginning at 7:00 am until 2:00 pm.

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Exhibit D
Contact Addresses

CONSULTANT:

Primary Contact:

Elisabeth Garon
Regional Manager
925.117.2943
elisabethgaron@pcfma.org

Market Manager:

Cody Brooks
Market Manager
925.771.2929
codybrooks@pcfma.org

Notice address:

Pacific Coast Farmers' Market Association
5060 Commercial Circle, Suite A
Concord, CA 94520

CITY:

Primary Contact:

Hector De La Rosa
Assistant City Manager, City of Pinole
510.741.3864
hdelarosa@ci.pinole.ca.us

Notice address:

Pinole City Hall
2131 Pear Street
Pinole, CA 94564

Exhibit E
Community Programs

CONSULTANT will provide space in the Market, at no charge, for organizations (non-profits, government agencies, etc.) providing information or services. CONSULTANT will provide space in the Market, at no charge, for local businesses to promote themselves to customers in the Market.

CONSULTANT will determine if and when space will be available for this purpose and coordinate with the entities described above about specific details of their participation. These entities must comply with and any instructions they receive from the Market Manager and any Market Rules that apply to them.

Exhibit F
On-Site Services

This Exhibit is for listing any on-site services provided by PCFMA partner organization (as mentioned in Section 4.5). These services could include electricity, access to a dumpster, or the use of barricades. The CITY is not responsible for providing any such Services.

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Exhibit G
CONSULTANT Branding

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Exhibit H
Market Report

Market Date Year ↑	Sum of Crowd Count #	Average Crowd Count #	Sum of Stalls Used	Average Stalls Used	Sum of Stalls Used - Ag	Average Stalls Used - Ag	Record Count
2020	17,910	366	977.5	19.9	694.5	14.2	49

Sample

Exhibit I
Insurance

Insurance Requirements: On or before the first Market Day, CONSULTANT will provide CITY a certificate of insurance evidencing such insurance policies and copies of endorsements naming CITY as an additional insured. CONSULTANT will deliver to CITY evidence of each renewal or replacement of any required insurance policy at least 10 days prior to the expiration of such policy.

CONSULTANT, at its own cost and expense, unless otherwise specified below, shall procure the types, and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the CONSULTANT and its agents, representatives, employees, and subcontractors.

CONSULTANT shall maintain the insurance policies required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

Workers' Compensation: CONSULTANT shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than TWO MILLION DOLLARS ($2,000,000.00) per accident. In the alternative, CONSULTANT may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

Commercial General and Automobile Liability Insurance:

1. **General Requirements:** CONSULTANT, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2. **Minimum Scope of Coverage:** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or GL 0002 (ed.1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1. No endorsement shall be attached limiting the coverage. The limit coverage for risks associated with the work

contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

1. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

2. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to the CITY and its officers, employees, agents, and volunteers.

Notice of Reduction in or Cancellation of Coverage: A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Additional Insured; Primary Insurance: A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the CITY and its officers, employees, agents, and volunteers shall be covered as additional insureds. A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to the CITY and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by the CITY shall be called upon to contribute to a loss under the coverage.

Variation: The CITY may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the CITY's interests are otherwise fully protected.

Exhibit J
Additional Terms

Business License: CONSULTANT shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that CONSULTANT has obtained a City of Pinole business license.

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ATTACHMENT C

PACIFIC COAST FARMERS MARKET
LIST OF NON-PROFIT ORGANIZATIONS IN ATTENDANCE

The following organizations have participated, via attendance, at the Farmers Market event on Saturday in Calendar Year 2019, 2020 & 2021. There was a period of at least 18 months when PCFMA did not allow any additional booths to set up as a part of their COVID protocols.

- Pinole Artisans
- Pinole Historical Society
- Pinole Police Department
- Touro University
- Pinole Library
- Meals on Wheels
- Master Gardeners

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CITY COUNCIL REPORT

8I

DATE: DECEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: HEATHER BELL, CITY CLERK

SUBJECT: APPROVE THE 2022 COUNCIL COMMITTEE ASSIGNMENT LIST

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the 2022 Council Committee Assignment List.

BACKGROUND

At the December 7, 2021 City Council meeting, Council reviewed and amended a draft 2022 Council Committee Assignment List created by staff based on the standard mayoral succession and 2021 assignments.

REVIEW AND ANALYSIS

Attached is the 2022 Council Committee Assignment List that reflects Council's direction from the December 7, 2021 meeting.

All appointments on this list are subject to Council discretion, including appointments to ad-hoc committees that are approved during the year. Staff will make any further changes directed by Council at the meeting on December 21, 2021 and disseminate the 2022 list to the Council and to the respective boards and outside agencies. Council assignments are also uploaded on the City Council webpage.

FISCAL IMPACT

There are no fiscal impacts associated with this action.

ATTACHMENTS:

A. Resolution
B. 2022 Council Committee Assignment List

ATTACHMENT A

RESOLUTION 2021 - XX

RESOLUTION OF THE CITY COUNCIL OF PINOLE, CALIFORNIA, APPROVING THE PINOLE CITY COUNCIL COMMITTEE APPOINTMENT LIST

WHEREAS, the City Council of the City of Pinole has established various Ad-Hoc Committees designed to aid the City Council in the conduct of the public's business; and

WHEREAS, in addition, the City of Pinole has representation on various county, local, regional Boards and Committees as a means of furthering the City's interests; and

WHEREAS, representation on various regional board and committees require attendance by the Mayor and Mayor Pro Tem; and

WHEREAS, designated City Council representatives appointed to the various boards, commissions and committees serve for one-year terms expiring in December of each year (except as otherwise noted in Exhibit A) following the reorganization of the new City Council; and

WHEREAS, on December 7, 2021, the City Council reviewed and recommended changes to the Committee Appointment list and directed staff to bring the item back on December 21, 2021 for approval.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Pinole does hereby approve the 2021 Council Committee Appointment List, hereunto attached as Exhibit A.

PASSED AND ADOPTED this **21st** day of **December 2021,** by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this **21st** day of **December 2021.**

____
Heather Bell, CMC
City Clerk

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ATTACHMENT B

CITY OF PINOLE CALIFORNIA 1903

2022 COUNCIL ASSIGNMENTS

Revised & Approved:

JOINT POWERS AUTHORITIES AND OTHER INTERAGENCY REGULATORY BODIES OF WHICH THE CITY IS A MEMBER

1. **ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG)**
   Meetings: Spring General Assembly, / Fall General Assembly Dates TBD
   Delegate Attendance Mandatory at the 2 Annual Assembly Meetings
   Ex. Board meets 3rd Thursdays @ 7 p.m. in Jan., Mar., July, Sept. & Nov.
   Contact: Clerk of the Board: Fred Castro (415) 820-7913
   Delegate: Toms Alternate: Murphy
   NOTE: Membership Reinstated in FY 2015- Approved September 2015

2. **MARIN CLEAN ENERGY (MCE)**
   Meetings: 3rd Thursday of every month at 7:00 p.m.
   Location: Rotational locations
   Contact: Darlene Jackson, Board Clerk and Executive Assistant (415) 464-6032
   Delegate: Murphy Alternate: Toms

3. **PINOLE / HERCULES WASTEWATER SUBCOMMITTEE**
   Meetings: Quarterly meetings required by the original agreement - currently conduct monthly meetings on 1st Thursday at 8:30 a.m.
   Location: Location alternates between cities
   Delegates: Tave/Toms Alternate: Murphy

4. **WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (WCCIWMA, "RECYCLEMORE")**
   Meetings: Meets monthly – 2nd Thursday at 7:00 p.m.
   Location: San Pablo City Hall Council Chambers, One Alvarado Square, San Pablo
   Contact: 510-215-3125 Executive Director: Peter Holtzclaw
   Delegate: Tave Alternate: Murphy

5. **WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE (WCCTAC)**
   Meetings: Meets monthly - Last Friday of every month from 8 a.m. to 10 a.m.
   Location: El Cerrito City Hall
   Contact: Staff Person: 510-210-5933, 510-210-5931
   Delegate: Martinez-Rubin Alternate: Murphy

6. **WESTERN CONTRA COSTA TRANSIT AUTHORITY ("WESTCAT")**
   Meetings: 2nd Thursday monthly at 6:30 p.m. *(amended 5/6/09)*
   Location: Pinole Council Chambers, 2131 Pear Street
   Contact: Staff: Mica McFadden - 724-3331 ex. 113
   Delegate: Martinez-Rubin/Toms Alternate: Murphy

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VOLUNTARY INTERAGENCY COLLABORATION BODIES OF WHICH THE CITY IS A MEMBER

7. <u>BAYFRONT CHAMBER OF COMMERCE</u>
Meetings: TBA
Location: Varies
Delegate: Toms

8. **<u>CONTRA COSTA MAYORS CONFERENCE</u>**
Meetings: First Thursday of each month at 6:30 p.m.
Location: Rotational locations
Delegate: (Mayor) Salimi (Mayor Pro Tem) Murphy

9. **<u>EAST BAY DIVISION, LEAGUE OF CALIFORNIA CITIES</u>**
Meetings: 4th Thursday of every other month, except August & December
Board Meeting 6:30 p.m. / General Membership: 7:00 p.m.
Location: Rotational locations
Contact: Dawn Abrahamson, (925) 989-5674
Delegate: (Mayor) Salimi (Mayor Pro Tem) Murphy

10. **<u>WEST COUNTY MAYORS AND SUPERVISORS ASSOCIATION</u>**
Meetings: 4th Thursday, monthly at 8:30 a.m.
Location: Rotational: Jan – June (Hercules) July – December (Richmond)
Contact: Hercules – Lori Martin
Delegate: (Mayor) Salimi: (Mayor Pro Tem) Murphy

SUBCOMMITTEES OF THE PINOLE CITY COUNCIL

11. **<u>FINANCE SUBCOMMITTEE</u>:**
Meetings: Meet Quarterly/As Needed
Delegates: Mayor, Mayor Pro Tem & City Treasurer
Contact: City Manager, Assistant City Manager, Finance Director, & City Clerk
Created: (Res. 2005-15)

12. **<u>COMMITTEE ON MEMORIALS</u>**
(limited duration / specific focus)
Meetings: TBD
Attendees: Toms/Murphy
Created: November 1, 2016

13. **<u>MUNICIPAL CODE AD-HOC SUBCOMMITTEE</u>**
(limited duration / specific focus)
Meetings: TBD
Attendees: Toms/Tave

14. **<u>PLANNING COMMISSION INTERVIEW AD-HOC SUBCOMMITTEE</u>**
(limited duration / specific focus)
Attendees: Toms/Martinez-Rubin

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AND COMMUNITY SERVICES COMMISSION INTERVIEW AD-HOC SUBCOMMITTEE
(limited duration / specific focus)
Attendees: Tave/Murphy

16. **PARTICIPANTS IN FORMATION PROCESS OF EAST BAY WILDFIRE PREVENTION AND VEGETATION MANAGEMENT JOINT POWERS AUTHORITY**
(limited duration / specific focus)
Meetings: TBD
Contacts: Toms/Murphy

17. **HISTORIC PRESERVATION OVERLAY/OLD TOWN DESIGN GUIDELINE REVIEW AD-HOC SUBCOMMITTEE** (with Design Review Board)
(limited duration / specific focus)
Meetings: TBD
Attendees: Martinez-Rubin/Toms

18. **TECHNOLOGY AND COMMUNICATION SUBCOMMITTEE**
Meetings: TBD
Attendees: Murphy/Tave
Created: October 19, 2021

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CITY COUNCIL REPORT

8J

DATE: DECEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: JOE BINGAMAN, PUBLIC WORKS MANAGER
BRAD DONOHUE, INTERIM PUBLIC WORKS DIRECTOR

SUBJECT: APPROVE PURCHASE AND APPROPRIATE FUNDING FOR REPLACEMENT OF PUBLIC WORKS BACKHOE AND AERIAL BUCKET TRUCK

RECOMMENDATION

Staff recommends the City Council adopt a resolution approving the appropriation of funding and purchase of a backhoe and aerial bucket truck, including a 10% contingency for each of the pieces of equipment to account for future volatility of material and manufacturing costs.

BACKGROUND

Public Works currently owns a 1996 Case backhoe and a 1999 Altec aerial bucket truck that are used for several maintenance activities. The backhoe is twenty-five years old, and the aerial bucket truck is twenty-three years old, and both are becoming unreliable and are out of emissions compliance.

REVIEW & ANALYSIS

Public Works staff uses the backhoe for several maintenance activities including sewer and storm drain work, street maintenance, park maintenance, material handling, and trash pickup. The quote for a replacement backhoe from Case Equipment is for an in-kind model. The new backhoe will have all the features of the current backhoe with the updated safety features developed over the past 25 years. and a current California Air Resources Board emission compliant final tier 4 diesel engine.

Public Works staff uses the bucket truck for several maintenance activities including tree trimming, building maintenance, streetlight maintenance, and parking lot light maintenance. Public Works also uses the bucket truck related to several community focused activities including decorating the annual holiday tree, decorating Old Town

Pinole, and hanging banners. The hybrid bucket truck for which the City has received a quote utilizes a Ford diesel chassis with a JEMS hybrid electric bucket. The truck chassis will be a final tier 4 class diesel engine that meets all current California Air Resources Board emissions requirements. The bucket equipment will be a hydraulicly driven system powered by the on-board battery pack. The bucket part of the vehicle will rely on the on-board battery system that will be able to run the entire vehicle during bucket operation allowing the diesel motor to be shut off during operation. This will create a safer work environment for staff, eliminating the noise from the truck and allow the City to advance environmentally sustainable vehicle operation as the diesel truck would not need to run to power the bucket.

Both the backhoe and aerial bucket truck are vital pieces of equipment needed by the Public Works department to complete maintenance and other activities.

FISCAL IMPACT

Public Works requested a quote form Sonsray Equipment and Altec Industries for the replacement of a backhoe and an aerial bucket truck through Sourcewell contracts in October of 2021. During the November 16, 2021 City Council meeting, Council approved the purchase and appropriated funding for a new backhoe for $147,000 and an aerial bucket truck for $193,000. When the City went to execute the purchases, the City was notified that the prices of the two pieces of equipment had increased. The price of the backhoe increased to $151,705.09 and the price of the aerial bucket truck increased to $235,589.08. Staff is now seeking Council approval and appropriation to purchase the two pieces of equipment at the current price. (Please refer to Attachments B and C.)

Public Works would also like to ask for a contingency of 10% on each piece of equipment to take into account possible cost increases because of the current supply chain crisis.

The total fiscal impact is $86,024 attributable to the cost increases of $4,705 for the backhoe and $42,589 for the hybrid bucket truck, plus $38,729 for the proposed 10% contingency. These additional funds will be appropriated from the Measure S 2014 (Fund 106) unassigned fund balance, the same source of funding that the City Council approved for the amounts originally quoted during the November 16th meeting.

ATTACHMENTS

Attachment A: Resolution
Attachment B: Sonsray Backhoe quote
Attachment C: Jems and AT40 G stock truck quote

ATTACHMENT A

RESOLUTION NO. 2021-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AWARD THE BID OF $235,589.08 TO ALTEC INDUSTRIES FOR THE PURCHASE OF A HYBRID AERIAL BUCKET TRUCK AND AWARD THE BID OF $151,705.09 TO SONSRAY MACHINERY FOR THE PURCHASE OF A CASE BACKHOE AND AUTHORIZE THE FINANCE DIRECTOR TO AMEND THE FY21/22 BUDGET TO PROVIDE FUNDING FOR THE EQUIPMENT PURCHASES.

WHEREAS, The City of Pinole Public Works Department maintains various elements of the City’s infrastructure; and

WHEREAS, The City of Pinole Public Works Department needs an aerial bucket truck and a backhoe to perform various maintenance activities related to the City’s infrastructure; and

WHEREAS, The current aerial bucket truck and backhoe must be replaced as the equipment has reached the full useful service life, has failed the required annual safety inspection (aerial bucket truck), is no longer reliable, and does not meet current California Air Resources Board regulations; and

WHEREAS, The City received a bid from Altec Industries and Sonsray Machinery through Sourcewell competitive cooperative supplier; and

WHEREAS, This type of competitive cooperative bidding process complies with the City of Pinole Procurement Policy; and

WHEREAS, Altec Industries provided a competitive bid of $235,589.08 for the purchase of a hybrid aerial bucket truck and Sonsray Machinery provided a competitive bid of $151,705.09 for the purchase of a Case backhoe; and

WHEREAS, Altec Industries and Sonsray Machinery can deliver the new truck and backhoe in a timely fashion; and

WHEREAS, The Public Works Department requests a 10% contingency for market volatility due to the supply chain crisis.

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

Authorize the Director of Finance to adjust the budget requests for the purchase of the hybrid aerial bucket truck and backhoe and include a 10% contingency for market volatility and Authorize the City Manager to execute an agreement for the purchase of the hybrid aerial bucket truck in an amount of $235,589.08 from Altec Industries and the purchase of a Case backhoe in an amount of $151,705.09 from Sonsray Machinery.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of December 2021 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 21st day of December 2021.

____
Heather Bell, CMC
City Clerk

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SONSRAY MACHINERY

WE MOVE MOUNTAINS © ARIZONA CALIFORNIA NEVADA OREGON WASHINGTON

CASE CONSTRUCTION

1450 Doolittle Dr. · San Leandro · CA · 94577 TEL: (510) 562-0653
www.SonsrayMachinery.com

Ship To: CITY OF PINOLE
2131 PEAR ST
PINOLE CA 94564
Invoice To: CITY OF PINOLE
2131 PEAR ST
PINOLE CA 94564

San Leandro
November 19, 2021
PINOL001

jrydman-0278
5107249000
Purchase Order:

Sales Person: James Rydman

Attention: JOSEPH BINGAMAN

EQUIPMENT QUOTE/SALES ORDER

CASE 580SN	Serial #: NMC773246 Stock #: 16106725	$114,831.99

2021 CASE 580SN TRACTOR LOADER BACKHOE 4WD
** MSRP LIST PRICE $182,273.00 LESS 37% NJPA/SOURCEWELL MEMBER DISCOUNT = $114,831.99
****
> ENGINE: 97HP FPT F5BFL413B TIER 4 FINAL EMISSIONS CERTIFIED
> TRANSMISSION: 4WD POWER SHIFT H-TYPE TRANSMISSION
> TIRES: 12X16.5 10PR LUG TREAD FRONT & 19.5LX24 10PR REAR
> 2 DOOR DELUXE CAB PACKAGE W/ HEAT, AIR CONDITIONING,
RADIO & BLUETOOTH, VISCOUS FAN, PULL DOWN SUN VISOR
> PREMIUM HEATED AIR SUSPENSION VINYL SEAT W/3" RETRACTABLE SEAT BELT
> BACKHOE AUXILIARY HYDRAULICS WITH 1-WAY/2-WAY W/ PILOT CONTROLS
> HYDRAULIC QUICK DISCONNECT BACKHOE COUPLER > REAR FLIP OVER STABILIZER PADS
> EXTENDAHOE, POWER LIFT & HEAVY FRONT COUNTER WEIGHT
> AUX. HYDRAULIC LOADER W/ PILOT CONTROLS > LED LIGHT PACKAGE
> 82" 4-1 LOADER BUCKET (1 CU YD) W/BOLT ON CUTTING EDGES
> AUTO RIDE CONTROL & COMFORT STEER > 4WD SHAFT GUARD
> TOOL BOX, LOCKING DEF/FUEL COVER, COLD START DUAL BATTERY
> CASE SITEWATCH TELEMATICS
****
* INCLUDES 1 YEAR UNLIMITED HOUR FACTORY WARRANTY & 3 YEAR ADVANCED TELEMATICS SUBSCRIPTION
* INCLUDES 3 YEAR OR 3,000 HOUR PURCHASE PROTECTION PLAN ($0 DEDUCTIBLE)
* SONSRAY SIGNATURE SERVICE – A commitment to providing excellent service and care when you purchase a new piece of equipment from Sonsray Machinery.

FACTORY THUMB + INSTALLATION	$5,463.93
FACTORY FREIGHT & CUSTOMER DELIVERY	$5,290.00
PPP-Premier 36/3000 ($0 Deductible)	$3,789.33
36" N SERIES DITCHING BUCKET, BOLT ON CUTTING EDGE & PINS	$3,283.33
PRE DELIVERY INSPECTION & VEHICLE GET READY	$1,827.00
18" N SERIES DIGGING BUCKET & PINS	$1,522.00
LOADER BUCKET HOOK SET (SET OF 4) & INSTALLATION	$ 832.00
ADD AUXILIARY COUPLERS FOR THUMB PLUMBING	$ 782.00
BEACON KIT & INSTALLATION	$ 573.00

NOTICE TO PURCHASER

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.
You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.
Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature ____________________ Sales Consultant ____________________ Date __________

Print Name ____________________ Date __________ Accepted By ____________________ Date __________

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Quoted Price	$138,194.58
Sales Tax 9.75 %	$13,104.51
Processing Fee	$ 399.00
CA Tire Tax	$ 7.00
Cash Due or Finance Amount	$151,705.09

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.

2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.

3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.

4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.

5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.

6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.

7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.

8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.

9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.

10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.

11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

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Altec Industries, Inc.

Quote Number: 959511
Opportunity Number: 1649165
Sourcewell Contract #: 012418-ALT
Date: 11/22/2021

Quoted for: City of Pinole
Customer Contact:
Phone: / **Email:**

Quoted by: Ashleigh Thompson
Phone: / **Email:**
Altec Account Manager: Steven Ankney

REFERENCE ALTEC MODEL		**Sourcewell Price**
AT37G	**Articulating Telescopic Aerial Device (Insulated)**	**$124,081**

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT37G-US40	40' Boom Height (AT40-G) MUST quote ISO option	$2,586
2	AT37G-ISO	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	$4,552
3	AT37G-HFO	H Frame Outrigggers, Wooden Outrigger Pads, and Pad Holders	$3,797
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	VCAM	Backup Camera System	$994
2	RBA	Running Boards (Installed by Altec)	$794
3	SPS	Scuff Pad with Step	$317
4	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	$844
5	RW	Rear Window Guard	$322
6			
7			
8			
		SOURCEWELL OPTIONS TOTAL:	$138,287

(B.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT	Metal Reservoir and Guard	$250
2	UNIT & HYDRAULIC ACC		$0
3	BODY		$0
4	BODY & CHASSIS ACC	Post Style Cone Holder Steel Retaining Board ILO Wood	$393
5	ELECTRICAL	Relocate Strobe Beacon to Center Top of Window Guard	$0
6	FINISHING		$0
7	CHASSIS	2023 Ford F550	$0
8	OTHER		$0
		OPEN MARKET OPTIONS TOTAL:	$643

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	**$138,930**
Delivery to Customer at $2.20 / mile:	**$5,087**
Estimated Taxes (9.75%):	**$13,546**
TOTAL FOR UNIT/BODY/CHASSIS:	**$157,563**

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: Based on Stock Availability

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Elizabethtown, KY

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Altec Service Estimate

105 Aerial Dr.
Elizabethtown,KY,42701
US

Customer				Service Request	
Estimate #	646309			**Service Request #**	4608602
Customer	ALTEC			**Unit Information**	
Account #	70274	**Payment Terms**	NET 30	**Customer Vehicle #**	
Contact	MARK BAER			**Model**	
Email				**Chassis VIN #**	
Phone		**Fax**		**Mileage**	
Mobile				**Unit Serial #**	
Altec Representative				**Assy Serial #(FA)**	
Contact	William P Calloway			**In-Service Date**	
Email	Paul.Calloway@altec.com				
Phone		**Fax**			
This Estimate Expires: 01-31-2022					
Notes:					

Item	Description	Hours	Labor	Material	Expenses	Total
1	INSTALL JEMS EQUIPMENT	100.00	$11,600.00	$63,931.29	$50.94	$75,582.23
2	AC DISCHARGE AND RECHARGE AFTER MODIFICATION	0.00	$0.00	$0.00	$752.16	$752.16
3	SHOP SUPPLIES AND ENVIRONMENTAL FEES	0.00	$0.00	$0.00	$200.00	$200.00
4	FREIGHT	0.00	$0.00	$0.00	$1,491.69	$1,491.69
	Totals	**100.00**	**$11,600.00**	**$63,931.29**	**$2,494.79**	**$78,026.08**

*This estimate is provided with the understanding that items may be discovered during the repair process that may require additional labor and/or materials to repair. Examples would include, but are not limited to, hidden damages or items that were not clearly visible or known at the time of estimate, damaged internal components, fasteners and pins that may be rusted, seized or broken.

**This estimate does not include City, County, State or Federal taxes.

***Transportation or towing of the vehicle is not included in the estimate unless specified.

****Freight charges are estimated and may be adjusted to reflect the actual cost incurred on the invoice.

Please sign below to authorize this estimate			
Printed Name:	**P.O.**		**Date:**
Signature:			Would you like to keep salvageable parts removed from the unit? Yes No

Altec Service Group Limited Warranty

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Pro[illegible]d by Altec Service Group are warranted to be free from defects in material and workmanship at the time of rebuild/repair subject to the following provisions:

- § Labor Coverage: For a period of six (6) months following the date of repair, no charge for labor shall be made for a repair or replacement by the Altec Service Group.
- § Travel Coverage: For a period of thirty (30) days following the date of repair, no charge for travel shall be made for a repair or replacement at the customers location by the Altec Service Group.
- § Parts Coverage: For a period of one (1) year following the date of repair, Altec will at its option, repair or replace any part found to be defective in material or workmanship at the time of repair.
- § This warranty is limited to parts that are repaired or replaced by the Altec Service Group. Authorization and coverage of this warranty will be at the discretion of the Altec Service Group.
- § Accessory items are excluded from this warranty and will be warranted from the original manufacturer.

This limited warranty is expressly in lieu of any other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Except as specified above, no associate, agent or representative of Altec is authorized to extend any warranty on Altec's behalf. Remedies under this limited warranty are expressly limited to the provision and installation of parts and labor, as specified above, and any claims for other loss or damages of any type (including, but not limited to, loss from failure of the product to operate for any period of time, other economic or moral loss, or direct, immediate, special, indirect, incidental or consequential damage) are expressly excluded.

Ser War 2-10 Altec Industries, Inc.

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CITY COUNCIL REPORT

8K

DATE: DECEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: ADOPT A RESOLUTION APPROVING A FIFTH AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT FOR THE SALE AND PURCHASE OF THE PINOLE SHORES II PROPERTIES AND CONSENTING TO THE ASSIGNMENT OF THE AGREEMENT FROM GENERAL REALTY CE, LLC TO GRP SHORES, LLC

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a Fifth Amendment to the Exclusive Negotiating Agreement (ENA) for the sale and purchase of the Pinole Shores II property and consenting to the assignment of the Agreement from General Realty CE, LLC, to GRP Shores, LLC.

BACKGROUND

On September 12, 2018, the City received a Letter of Intent from General Realty CE, LLC for the purchase of the property know as Pinole Shores II (the "Property"). Since September 2018, the City has been in discussion with General Realty CE, LLC for the sale and purchase of the property. The property consists of 7.848 acres (total of 341,859 square feet) of vacant site located on the north side of San Pablo Avenue between Sunnyview Drive and Pinole Shores Drive. The Property consists of six parcels (402-230-015, 402-230-016, 402-230-017, 402-230-018, 402-230-020 and 402-230-022), of which only four are developable.

On April 2, 2019, the City Council approved entering into an Exclusive Negotiating Agreement (ENA) with General Realty CE, LLC to create a Development Agreement and Purchase and Sale Agreement. The ENA allowed for a period of one hundred and twenty days plus an additional ninety days to negotiate the Development Agreement and Purchase and Sale Agreement. The ENA was executed on May 28, 2019. The general form and terms of the Purchase and Sale Agreement and Development Agreement were agreed in September and October 2019.

On September 26, 2019, October 15, 2019, October 6, 2020, and March 16, 2021, the parties agreed to extend the ENA through December 31, 2021 (First Amendment, Second Amendment, Third Amendment, & Fourth Amendment, respectively).

The purpose of the first and second amendments were to allow additional time to finalize negotiations on the Development Agreement, and to provide additional time for the developer to obtain information on the requirements for submittal of an application. The purpose of the third and fourth amendments was to allow the City to complete negotiations with the owners of the Pinole Shores I property (the "Association") for an access easement from San Pablo Avenue to the Property and for the Developer to perform its remaining necessary due diligence on the property.

Staff has continued to make progress on the purchase of the access easement through Pinole Shores I. The boundary area and legal description for the access easement along with plans were developed and approved by the Association and General Realty LLC. On March 9, 2021, the City obtained the appraised value for the access easement and forward the appraisal to the Association and General Realty LLC on March 19, 2021, for review and approval.

REVIEW AND ANALYSIS

In July, staff was informed that the Association would be reviewing the appraisal for the access easement. Subsequently, on October 21, 2021, staff was informed that the Association Board requested a peer review of the City's appraisal. The peer review of the City's appraisal was completed in early November with the City obtaining a copy of the appraisal in late November. The appraisal obtained by the Association came in higher than the appraisal obtained by the City.

Staff is in discussions with the Association to arrive at a solution to reconcile the two access easement appraisal values. This process will result in further delays in obtaining an Access Easement Agreement, which requires a fifth Amendment to the ENA.

Additionally, General Realty CE, LLC has formed a new LLC for the purchase of the property – GRP Shores, LLC, a California limited liability company. Both LLCs are affiliated companies under common ownership and management. General Realty CE, LLC is requesting the City consent to an assignment of the ENA from General Realty CE, LLC to GRP Shores, LLC. It is common for developers to create a new LLC for the development of property, and City staff has no concerns regarding this assignment.

GRP Shores, LLC has completed their due diligence of the site, and on December 9th submitted a development application to commence the plan review and CEQA analysis process. Commencement, review, and final approval of CEQA by the Planning Commission and City Council is estimated to take four to five months. Once the CEQA analysis is approved, the Purchase and Sale Agreement and Development Agreement can be presented to the Council for consideration and approval.

Staff is recommending that the City Council approve a Fifth Amendment to the ENA through June 30, 2022 and consent to the assignment of the ENA from General Realty CE, LLC to GRP Shores, LLC. This will allow the City time to finalize negotiations on the value of the access easement and acquire the access easement. Concurrently, the city will be reviewing the project application, preparing a CEQA analysis and reviewing plans.

FISCAL IMPACT

There is no fiscal impact to the City of executing a Fifth Amendment.

ATTACHMENTS

Attachment - A	Resolution Approving a Fifth Amendment to the Exclusive Negotiating Agreement
Attachment - B	Fifth Amendment to the Exclusive Negotiating Agreement
Attachment - C	Fourth Amendment to the Exclusive Negotiating Agreement
Attachment - D	Third Amendment to the Exclusive Negotiating Agreement
Attachment - E	Second Amendment to the Exclusive Negotiating Agreement
Attachment - F	First Amendment to the Exclusive Negotiating Agreement
Attachment - G	Exclusive Negotiating Agreement

5031431.1

ATTACHMENT A

RESOLUTION NO 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING A FIFTH AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT FOR THE SALE AND PURCHASE OF THE PINOLE SHORES II PROPERTIES AND CONSENTING TO THE ASSIGNMENT OF THE AGREEMENT FROM GENERAL REALTY CE, LLC TO GRP SHORES, LLC

WHEREAS, the City is the owner of certain properties located at 830-850 San Pablo Avenue in the City of Pinole, California, County Assessor's Parcel Numbers 402-230-015, 402-230-016, 402-230-017, 402-230-018, 402-230-020 and 402-230-022 (the "Properties"); and

WHEREAS, on May 28, 2019, the City and General Realty CE LLC executed an Exclusive Negotiating Agreement (the "ENA") to negotiate the terms and conditions of a development agreement and a purchase and sale agreement, for the Properties; and

WHEREAS, the ENA provides for a period of one hundred and twenty (120) days, plus an additional ninety (90) days subject to mutual extension, to agree to a Development Agreement and Purchase and Sale Agreement; and

WHEREAS, on September 26, 2019, and October 15, 2019, the Council approved amendments (First and Second Amendments) to the ENA to allow additional time to finalize negotiation on the Development Agreement, and to provide additional time for General Realty CE LLC to obtain information on the requirements for submittal of an application due to delays from staffing transition; and

WHEREAS, in December 2019, following a request from General Realty to access the Properties to begin soils and compact testing, it was discovered that the City did not have a public access easement to the Properties and that the City would need to obtain an easement prior to the sale of the Properties; and

WHEREAS, due to the delays caused by the need to acquire an easement, General Realty was not able to access the Properties to perform its due diligence inspections and has requested an additional extension of the ENA; and

WHEREAS, On October 6, 2020, and March 16, 2021, the Council approved two additional amendments (Third and Fourth Amendment) to the ENA to allow the City time to complete negotiations with the owners of the Pinole Shores I property for an access easement from San Pablo Avenue to the Pinole Shores II property and for the Developer to perform its remaining necessary due diligence on the property; and

WHEREAS, Staff has continued to make progress on the purchase of the access easement through Pinole Shores I but has not finalized negotiations and anticipates that negotiations will continue beyond December 31, 2021, requiring a fifth Amendment to the ENA; and

WHEREAS, General Realty CE, LLC has formed a new LLC for the purchase of the property – GRP Shores, LLC, a California limited liability company. Both LLCs are affiliated companies under common ownership and management; and

WHEREAS, General Realty CE, LLC desires to assign all of its duties, obligations, right, title and interest in, under and to the ENA to GRP Shores, LLC, and the City has no objection to such assignment; and

WHEREAS, GRP, LLC has completed their due diligence on the site, and on December 9th submitted a development application to commence the plan review and CEQA analysis process; and

WHEREAS, the timeframe for completion and approval of CEQA is estimated to take five months once a development application is submitted; and

WHEREAS, the Parties mutually desire to extend the Agreement, to allow the City to finalize the negotiation of the public access easement and for the GRP Shores, LLC to obtain all necessary permits to develop the site, for an additional one hundred and eighty (180) days through June 30, 2022.

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

Section 1. Declares the above recitals are true and correct and incorporated by this reference.

Section 2: Approves the Fifth Amendment to the Exclusive Negotiating Agreement extending the Term of the Agreement to June 30, 2022, and consents to the assignment and transfer of all rights, title, and interest in, under and to the Exclusive Negotiating Agreement from General Realty CE, LLC., to GRP Shores, LLC for the sale and purchase of the Pinole Shores II properties.

Section 3. Authorizes the City Manager, or his designee, to execute the Fifth Amendment to the Exclusive Negotiating Agreement and to take all actions and execute all documents necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 21st day of December 2021 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on this 21st day of December, 2021.

____
Heather Bell, CMC
City Clerk

ATTACHMENT B

FIFTH AMENDMENT TO EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT BY AND AMONG GRP SHORES, LLC AND THE CITY OF PINOLE, CALIFORNIA

THIS FIFTH AMENDMENT TO EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (this "**Amendment**"), dated as of December __, 2021, amending that certain Exclusive Negotiating Rights Agreement dated May 28, 2019 (as amended by the First, Second, Third, and Fourth Amendments to the Exclusive Negotiating Rights Agreement, the "**Agreement**"), is entered into by and between the City of Pinole, a California municipal corporation (the "**City**") and GRP Shores, LLC, a California limited liability company (the "**Developer**"). The City and the Developer are each referred to herein as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, the City is the owner of certain properties located at 830-850 San Pablo Avenue in the City of Pinole, California, County Assessor's Parcel Numbers 402-230-015, 402-230-016, 402-230-017, 402-230-018, 402-230-020 and 402-230-022 (the "**Properties**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, on May 28, 2019, the City and General Realty CE LLC (the "**Original Developer**") executed the Agreement for the negotiation of the terms and conditions of a development agreement and a purchase and sale agreement for the Properties; and

WHEREAS, on September 26, 2019, and October 15, 2019, the Council approved amendments (First and Second Amendments) to allow additional time to finalize negotiation on the Development Agreement, to provide additional time for Original Developer to obtain information on the requirements for submittal of an application and to acquire an easement; and

WHEREAS, On October 6, 2020, and March 16, 2021, the Council approved two additional amendments (Third and Fourth Amendments) to allow the City time to complete negotiations with the owners of the Pinole Shores I property for an access easement from San Pablo Avenue to the Pinole Shores II property and for the Original Developer to perform its remaining necessary due diligence on the property; and

WHEREAS, Staff has continued to make progress on the purchase of the access easement through Pinole Shores I but has not finalized negotiations and anticipates that negotiations will continue beyond December 31, 2021, requiring a fifth Amendment to the ENA; and

WHEREAS, Developer has completed certain due diligence on the site, and on December 8th submitted a development application to commence the plan review and CEQA analysis process; and

WHEREAS, the timeframe for completion and approval of CEQA is estimated to take approximately five months once a development application is submitted; and

WHEREAS, the Parties mutually desire to extend the Agreement, to allow the City to finalize the negotiation of the public access easement and for the Developer to obtain all necessary permits to develop the site, for an additional one hundred and eighty (180) days through June 30, 2022; and

WHEREAS, Original Developer desires to assign all of its duties, obligations, rights, title and interest in, under and to the Agreement to the Developer.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Assignment of Agreement

Original Developer and Developer acknowledge that they are affiliated companies under common ownership and management. Original Developer does hereby assign, transfer and set over unto Developer all of Original Developer's duties, obligations, right, title and interest in, under and to the Agreement. Developer hereby accepts the above-described assignment and agrees to be bound by the terms of the Agreement. The City hereby consents to this assignment.

2. Extension of Negotiating Period

The Parties hereby agree to extend the Term of the Agreement to June 30, 2022.

3. Effect

Except as otherwise expressly set forth in this Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CITY
City of Pinole

By: ____________________________
Andrew Murray
City Manager

ATTEST:

By: ____________________________
Heather Bell, CMC
City Clerk

ORIGINAL DEVELOPER
General Realty CE, LLC

By:___________________________
Hector R. Vinas, President

DEVELOPER
GRP Shores, LLC

By: __________________________
Hector R. Vinas, President

(*signatures continue next page*)

APPROVED AS TO FORM:

By: ______________________________
Eric S. Casher
City Attorney

5028041.1

ATTACHMENT C

FOURTH AMENDMENT TO EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT BY AND AMONG GENERAL REALTY CE, LLC AND THE CITY OF PINOLE, CALIFORNIA

THIS FOURTH AMENDMENT TO EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (this "**Amendment**"), dated as of March 16, 2021, amending that certain Exclusive Negotiating Rights Agreement dated May 28, 2019 (as amended by the First, Second, and Third Amendments to the Exclusive Negotiating Rights Agreement, the "**Agreement**"), is entered into by and between the City of Pinole, a California municipal corporation (the "**City**") and General Realty CE, a California limited liability company (the "**Developer**"). The City and the Developer are each referred to herein as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, the City is the owner of certain properties located at 830-850 San Pablo Avenue in the City of Pinole, California, County Assessor's Parcel Numbers 402-230-015, 402-230-016, 402-230-017, 402-230-018, 402-230-020 and 402-230-022 (the "**Properties**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, on May 28, 2019, the Parties executed the Agreement for the negotiation of the terms and conditions of a development agreement and a purchase and sale agreement for the Properties; and

WHEREAS, on September 26, 2019, October 15, 2019, and October 6, 2020, the parties agreed to extensions of the Agreement, with the last extension the Agreement ending on March 31, 2021; and

WHEREAS, the City has been negotiating an easement for access to the Properties; and

WHEREAS, due to the delays caused by the need to acquire an easement, General Realty has not been able to access the Properties to perform its due diligence inspections, commence CEQA review, and has requested an extension of the Agreement; and

WHEREAS, the March 31, 2021 extension period is approaching and the easement for access had not yet been finalized; and

WHEREAS, prior to approval of the Purchase and Sale and Development Agreement, the CEQA review must be completed; and

WHEREAS, the timeframe for completion and approval of CEQA is estimated to be five months once a development application is submitted; and

WHEREAS, the Parties mutually desire to extend the Agreement, to allow the City to finalize the negotiation of the public access easement and for the Developer to perform its necessary due diligence inspections, including CEQA, for an additional two hundred and seventy (270) days or through December 31, 2021.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Extension of Negotiating Period

The Parties hereby agree to extend the Term of the Agreement to December 31, 2021.

2. Effect

Except as otherwise expressly set forth in this Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CITY
City of Pinole

By: ______________________________
Andrew Murray
City Manager

DEVELOPER
General Realty CE, LLC

By: ______________________________
Hector R. Vinas, President

ATTEST:

By: ______________________________
Heather Iopu, CMC
City Clerk

APPROVED AS TO FORM:

By: ______________________________
Eric S. Casher
City Attorney

3589338.2

Return to Agenda

THIRD AMENDMENT TO EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT BY AND AMONG GENERAL REALTY CE, LLC AND THE CITY OF PINOLE, CALIFORNIA

THIS THIRD AMENDMENT TO EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (this "**Amendment**"), dated as of October 6, 2020, amending that certain Exclusive Negotiating Rights Agreement dated May 28, 2019 (as amended by the First and Second Amendments to the Exclusive Negotiating Rights Agreement, the "**Agreement**"), is entered into by and between the City of Pinole, a California municipal corporation (the "**City**") and General Realty CE, a California limited liability company (the "**Developer**"). The City and the Developer are each referred to herein as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, the City is the owner of certain properties located at 830-850 San Pablo Avenue in the City of Pinole, California, County Assessor's Parcel Numbers 402-230-015, 402-230-016, 402-230-017, 402-230-018, 402-230-020 and 402-230-022 (the "**Properties**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, on May 28, 2019, the Parties executed the Agreement for the negotiation of the terms and conditions of a development agreement and a purchase and sale agreement for the Properties; and

WHEREAS, on September 30, 2019, the parties agreed to extend the Agreement for an additional ninety (90) days through March 31, 2020 due to the hiring of a new interim planner who required time to get up to speed on the project; and

WHEREAS, in December 2019, following a request from General Realty to access the Properties to begin soils and compact testing, it was discovered that the City did not have a public access easement to the Properties and that the City would need to obtain an easement prior to the sale of the Properties; and

WHEREAS, the City has been negotiating an easement for access to the Properties; and

WHEREAS, due to the delays caused by the need to acquire an easement, General Realty has not been able to access the Properties to perform its due diligence inspections and has requested an extension of the Agreement; and

WHEREAS, the Parties mutually desire to extend the Agreement to March 31, 2021 to allow the City to finalize the negotiation of the public access easement and for the Developer to perform its necessary due diligence inspections.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

Return to Agenda

1. Extension of Negotiating Period

The Parties hereby agree to extend the Term of the Agreement to March 31, 2021.

2. Effect

Except as otherwise expressly set forth in this Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CITY
City of Pinole

DocuSigned by:
By: ______________________
008692C995E4430...
Andrew Murray
City Manager

ATTEST:

DocuSigned by:
Heather Iopu
By: ______________________
417B39FF517849F...
Heather Iopu, CMC
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Eric Casher
By: ______________________
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Eric S. Casher
City Attorney

DEVELOPER
General Realty CE, LLC

DocuSigned by:
Hector Vinas
By: ______________________
89D117EC566D485...
Hector R. Vinas, President

3589338.2

ATTACHMENT E

SECOND AMENDMENT TO EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT BY AND AMONG GENERAL REALTY CE, LLC AND THE CITY OF PINOLE, CALIFORNIA

THIS SECOND AMENDMENT TO EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (this "**Amendment**"), dated as of October 22, 2019, amending that certain Exclusive Negotiating Rights Agreement dated May 28, 2019 (as amended by the First Amendment to Exclusive Negotiating Rights Agreement dated September 26, 2019, the "**Agreement**"), is entered into by and between the City of Pinole, a California municipal corporation (the "**City**") and General Realty CE, a California limited liability company (the "**Developer**"). The City and the Developer are each referred to herein as a "**Party**" or collectively referred to as the "**Parties**."

WHEREAS, the City is the owner of certain properties located at 830-850 San Pablo Avenue in the City of Pinole, California, County Assessor's Parcel Numbers 402-230-015, 402-230-016, 402-230-017, 402-230-018, 402-230-020 and 402-230-022 (the "Properties"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, on May 28, 2019, the Parties executed an Exclusive Negotiating Agreement (the "ENA") to agree to negotiate the terms and conditions of a Development Agreement, which will include a purchase and sale agreement, for the Properties; and

WHEREAS, the ENA provides for a period of one hundred and twenty (120) days, plus an additional ninety (90) days subject to mutual extension, to agree to a Development Agreement; and

WHEREAS, the City and Developer have been using their best efforts to successfully negotiate the Development Agreement and a Purchase and Sale Agreement but due to vacancies in the Planning Division, Developer's due diligence has been delayed; and

WHEREAS, the Developer has requested an additional 90 day extension, beyond the 210 days set forth in the ENA, and the City agrees that it is appropriate to extend the time due to delays caused by unforeseen City vacancy circumstances.

WHEREAS, the Parties mutually desire to extend the Agreement by and additional ninety (90) days to three hundred (300) days from the Effective Date of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Extension of Negotiating Period

The Parties hereby agree to extend the Term of the exclusive negotiating period by an additional ninety (90) days to three hundred (300) days from the Effective Date of the Agreement.

2. Effect

Except as otherwise expressly set forth in this Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CITY
City of Pinole

By: Michelle Fitzer
Michelle Fitzer
City Manager

DEVELOPER
General Realty CE, LLC

By: Hector R. Vinas
Hector R. Vinas, President

ATTEST:

By: _______________
Heather Iopu, CMC
City Clerk

APPROVED AS TO FORM:

By: _______________ for
Eric S. Casher
City Attorney

3393764.1

ATTACHMENT F

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT BY AND AMONG GENERAL REALTY CE, LLC AND THE CITY OF PINOLE, CALIFORNIA

THIS FIRST EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (this "**Amendment**"), dated as of September 26, 2019, amending that certain Exclusive Negotiating Rights Agreement dated May 28, 2019 (the "**Agreement**"), is entered into by and between the City of Pinole, a California municipal corporation (the "**City**") and General Realty CD, a California limited liability company (the "**Developer**"). The City and the Developer are each referred to herein as a "**Party**" or collectively referred to as the "**Parties**."

WHEREAS, the City is the owner of certain properties located at 830-850 San Pablo Avenue in the City of Pinole, California, County Assessor's Parcel Numbers 402-230-015, 402-230-016, 402-230-017, 402-230-018, 402-230-020 and 402-230-022 (the "**Properties**"), as more particularly described in <u>Exhibit A</u> attached hereto and incorporated herein by this reference; and

WHEREAS, the Properties were purchased by the Redevelopment Agency of the City of Pinole (the "**Agency**") with Redevelopment funds; and

WHEREAS, on June 29, 2011 the legislature of the State of California adopted Assembly Bill x1 26 (as amended by AB 1484 and SB 107, the "**Dissolution Law**"), which amended provisions of the Redevelopment Law; and

WHEREAS, pursuant to the Dissolution Law the Agency was dissolved on February 1, 2012 and the Properties were transferred to the City pursuant to a long range property management plan prepared by the City and approved by the California State Department of Finance in accordance with the Dissolution Law; and

WHEREAS, Developer anticipates expending funds to prepare architectural and design drawings and conduct certain studies that are needed to assess the feasibility of the development and construction of a commercial project on the Properties consisting of distribution and warehouse uses (the "**Project**") and Developer requires a grant of exclusive negotiating rights in order to be willing to make such expenditures; and

WHEREAS, the City desires to negotiate a development Agreement (the "**Development Agreement**"), which will include a purchase and sale agreement, for the Properties, with Developer; and

WHEREAS, the City and Developer have been using their best efforts to successfully negotiate the Development Agreement and a Purchase and Sale Agreement for the Property and proposed Project, subject to certain terms and conditions; and

WHEREAS, pursuant to the Agreement the Parties agreed to exclusively negotiate with each other for a period of one hundred and twenty (120) days, subject to mutual extension of an additional ninety (90) days; and

WHEREAS, the Parties mutually desire to extend the Agreement by ninety (90) days.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Extension of Negotiating Period

Pursuant to Section 3.b of the Agreement, the Parties mutually agree to extend the Term of the Agreement by ninety (90) days. The Term of the Agreement shall expire two hundred ten (210) days from the Effective Date of the Agreement. The Parties may agree to additional extension of the Term with the approval of the City Council.

2. Effect

Except as otherwise expressly set forth herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY
City of Pinole

By: ______________________
Michelle Fitzer
City Manager

DEVELOPER
OneCorp

By: ______________________
Hector R. Vinas, President

ATTEST:

By: ______________________
Heather Iopu
City Clerk

APPROVED AS TO FORM:

By: ______________________
Eric S. Casher
City Attorney

3364043.1

ATTACHMENT G

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT

by and among

GENERAL REALTY CE, LLC

and

THE CITY OF PINOLE, CALIFORNIA

DATED: MAY 28, 2019

THIS EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (this "**Agreement**"), dated as of May 28, 2019 (the "**Effective Date**"), is entered into by and between the City of Pinole, a California municipal corporation (the "**City**") and General Realty CE, a Florida limited liability company (the "**Developer**"). The City and the Developer are each referred to herein as a "**Party**" or collectively referred to as the "**Parties**."

WHEREAS, the City is the owner of certain properties located at 830-850 San Pablo Avenue in the City of Pinole, California, County Assessor's Parcel Numbers 402-230-015, 402-230-016, 402-230-017, 402-230-018, 402-230-020 and 402-230-022 (the "**Properties**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the Properties were purchased by the Redevelopment Agency of the City of Pinole (the "**Agency**") with Redevelopment funds; and

WHEREAS, on June 29, 2011 the legislature of the State of California adopted Assembly Bill x1 26 (as amended by AB 1484 and SB 107, the "**Dissolution Law**"), which amended provisions of the Redevelopment Law; and

WHEREAS, pursuant to the Dissolution Law the Agency was dissolved on February 1, 2012 and the Properties were transferred to the City pursuant to a long range property management plan prepared by the City and approved by the California State Department of Finance in accordance with the Dissolution Law; and

WHEREAS, Developer anticipates expending funds to prepare architectural and design drawings and conduct certain studies that are needed to assess the feasibility of the development and construction of a commercial project on the Properties consisting of distribution and warehouse uses (the "**Project**"), which Project is generally depicted on Exhibit B attached hereto and incorporated herein by reference, and Developer requires a grant of exclusive negotiating rights in order to be willing to make such expenditures; and

WHEREAS, the City desires to negotiate a development Agreement (the "**Development Agreement**"), which will include a purchase and sale agreement, for the Properties, with Developer.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Good Faith Efforts to Negotiate. Commencing on the Effective Date and continuing until the expiration or earlier termination of this Agreement, the Parties will use their best efforts to successfully negotiate a Development Agreement for the Project, which will include a purchase and sale agreement for the Properties (a "**Purchase and Sale Agreement**") that will describe the terms and conditions governing the development of the Project and the purchase of the Properties by Developer. The Parties will diligently and in good faith pursue such negotiations. Furthermore, the Parties will use their best efforts to obtain any third-party consent, authorization, approval, or exemption required in connection with the transactions contemplated hereby. This Agreement does not impose a binding obligation on City to convey any interest in the Properties to Developer, nor does it obligate City to grant any approvals or authorizations required for the construction of the Project or the sale of the Properties or, nor does it impose a binding obligation on Developer to acquire any interest in the Properties from City.

a. If Developer has not continued to negotiate diligently and in good faith, City will give written notice thereof to Developer who will then have ten (10) business days to commence negotiating in good faith. Following the failure of Developer to thereafter commence negotiating in good faith within such ten (10) business day period, this Agreement may be terminated by City by delivering written notice of such termination election to Developer. If this Agreement is terminated by City pursuant to the above sentence, Developer acknowledges and agrees that City will suffer damages, including lost opportunities to pursue other development alternatives for the Properties and delayed receipt of Properties tax revenues from the Properties, and that it is impracticable and infeasible to fix the actual amount of such damages. Therefore, the Parties agree that if this Agreement is terminated by City as provided in this paragraph above, City will retain the Deposit (as defined in Section 5 of this Agreement, *infra*), plus any interest thereon, as fixed and liquidated damages and not as a penalty, and following such termination neither Party will have any further rights against or liability to the other under this Agreement.

b. If City has not continued to negotiate diligently and in good faith, Developer will give written notice thereof to City which will then have ten (10) business days to commence negotiating in good faith. Following the failure of City to thereafter commence negotiating in good faith within such ten (10) business-day period, this Agreement may be terminated by Developer by delivering written notice of such termination election to City. In the event of such termination by Developer, City will return the Deposit to Developer in accordance with the provisions of Section 5 of this Agreement and neither Party will have any further rights against or liability to the other under this Agreement.

c. If, notwithstanding City's and Developer's mutual diligent, good faith negotiations, the Parties have not entered into the Development Agreement on or before expiration of the Term of this Agreement (as defined in Section 3 of this Agreement) or any extension thereof, City will return the Deposit after first deducting any amounts permitted by the terms of the reimbursement agreement attached hereto as Exhibit C (the "**Reimbursement Agreement**"), and neither Party will have any further rights against or liability to the other under this Agreement.

d. If performance of this Agreement results in execution of the Development Agreement, the disposition of the remaining Deposit will be transferred in accordance with the terms of the Reimbursement Agreement.

2. Developer's Exclusive Right to Negotiate With City. City agrees that it will not, during the Term of this Agreement, directly or indirectly, through any officer, employee, agent, or otherwise, solicit, initiate, encourage, consider or accept the submission of bids, offers or proposals by any person or entity other than Developer with respect to the acquisition of any interest in the Properties or the development of the Properties, and City will not engage any broker, financial adviser or consultant to initiate or encourage proposals or offers from other parties with respect to the disposition or development of the Properties or any portion thereof.

Furthermore, City will not, directly or indirectly, through any officer, employee, agent or otherwise, engage in negotiations concerning any such transaction with, or provide information to, any person other than Developer and its representatives with a view to engaging, or preparing to engage, that person with respect to the disposition or development of the Properties or any portion thereof.

3. Term.

a. The term of this Agreement (**"Term**") commences on the Effective Date and will terminate One Hundred and Twenty Days (120) days thereafter, unless extended or earlier terminated as provided herein.

b. The Term of this Agreement may be extended for up to a maximum of ninety (90) additional days upon the mutual written agreement of Developer and City acting through and in the discretion of its City Manager, or her designee ("**City Manager**"). Developer understands that the City will only consider an extension of the Term of this Agreement where Developer, to the City's reasonable satisfaction, has made diligent and good faith efforts to negotiate a Purchase and Sale Agreement and Development Agreement with City.

4. Relationship of the Parties. Nothing in this Agreement creates between the Parties the relationship of lessor and lessee, of buyer and seller, or of partners or joint venturers.

5. Deposit for City Costs.

a. In consideration for this Agreement and the costs the City has and will incur in furtherance of this Agreement and the negotiation of the Purchase and Sale Agreement and the Development Agreement, Developer will, within five (5) days of the Effective Date, submit to City a good faith deposit (the "**Deposit**") in the amount of Ten Thousand Dollars ($10,000.00) in immediately available funds.

b. If performance of this Agreement results in the execution of a Purchase and Sale Agreement and the Development Agreement, City shall be entitled to apply all of the Deposit, or such lesser portion of the Deposit as may be required, to reimburse City for certain costs incurred by the City, all in accordance with the terms and conditions set forth in the Reimbursement Agreement. The City will provide Developer a written account of such reimbursement, together with reasonable supporting documentation. Any portion of the Deposit remaining after such reimbursement to the City will be refunded to Developer within thirty (30) days of the Parties' mutual execution of the Purchase and Sale Agreement and the Development Agreement.

6. Terms and Conditions of the Purchase and Sale Agreement and Development Agreement. The Parties agree to use their best efforts to successfully negotiate the terms of a Purchase and Sale Agreement and a Development Agreement, including, but not limited to (i) the purchase price for the sale of the Properties to Developer (including the amount of any earnest money deposit), (ii) the due diligence inspection contingency periods that shall be granted to Developer, and the rights of entry in connection therewith, (iii) the length of the overall escrow period for the acquisition of the Properties, (iv) the proposed Project to be constructed on the Properties, and (v) the schedule of performance for the construction of the Projects. Concurrent with the execution of this Agreement, Developer and the City shall execute the Reimbursement Agreement.

7. City's Reports and Studies. Within ten (10) days following the Effective Date, City will make available to Developer for review or copying at Developer's expense all nonprivileged studies, surveys, plans, specifications, reports, and other documents with respect to the Properties that City has in its possession or control, which have not already been provided. Studies or documents prepared by City and its agents solely for the purpose of negotiating the terms of the Development Agreement are not required to be provided by City to Developer and are excluded from this requirement.

8. Full Disclosure. Developer is required to make full disclosure to City of its principals; officers; major stockholders, partners or members; joint venturers; negotiators; development managers; consultants and directly involved managerial employees, if any, (collectively, "**Developer Parties**"); and all other material information concerning Developer. Any change in the identity of the Developer Parties will be subject to the approval of City, which will not be unreasonably withheld. Developer will make and maintain full disclosure to City of its anticipated methods of financing to be used in the acquisition and development of the Properties.

9. Expenses. Except as otherwise expressly provided elsewhere in this Agreement, third-party costs and expenses (including, without limitation, all legal fees and expenses) incurred in connection with this Agreement and the activities contemplated hereby will be paid by the Party incurring the same.

10. Confidentiality; Dissemination of Information. To the extent permitted by law, during the Term of this Agreement, each Party will obtain the consent of the other Party prior to issuing or permitting any of its officers, employees or agents to issue any press release or other information to the press with respect to this Agreement; provided however, no Party will be prohibited from supplying any information to its representatives, agents, attorneys, advisors, financing sources and others to the extent necessary to accomplish the activities contemplated hereby so long as such representatives, agents, attorneys, advisors, financing sources and others are made aware of the terms of this Section. Nothing contained in this Agreement will prevent either Party at any time from furnishing any required information to any governmental entity or authority pursuant to a legal requirement or from complying with its legal or contractual obligations. The terms of this Section will survive the expiration or earlier termination of this Agreement.

11. Execution of Purchase and Sale Agreement and Development Agreement. If the Parties successfully negotiate a Purchase and Sale Agreement and Development Agreement, City agrees to comply with all applicable federal and state legal requirements, including the California Environmental Quality Act ("**CEQA**"). The City has no legal obligation to grant any approvals or authorizations for the sale of the Properties or any development thereon until a Purchase and Sale Agreement and Development Agreement have been approved by the City Council.

12. Termination.

a. This Agreement may be terminated at any time by mutual consent of the Parties.

b. City will have the right to terminate this Agreement in accordance with, and subject to, the provisions set forth in Section 1(a) of this Agreement; and Developer will have the right to terminate this Agreement in accordance with, and subject to, the provisions set forth in Section 1(b) of this Agreement.

c. Developer will have the right to terminate this Agreement, in accordance with the provisions set forth in Section 1 of this Agreement, if Developer and the City are unable to agree upon and execute a Purchase and Sale Agreement and Development Agreement prior to the expiration of the Term of this Agreement (as defined in Section 3 of this Agreement) or any extension thereof.

d. Without limiting the terms of Section 1 of this Agreement, neither Party will have the right to seek an award of damages as a result of the termination of this Agreement pursuant to this Section.

13. Effect of Termination. Upon termination as provided herein, or upon the expiration of the Term and any extensions thereof without the Parties having successfully negotiated a Purchase and Sale and Development Agreement, this Agreement will forthwith be void, and there will be no further liability or obligation on the part of either of the Parties or their respective officers, employees, agents or other representatives except as otherwise expressly provided in this Agreement.

14. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement will be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices will be sent by:

a. Personal delivery, in which case notice is effective upon delivery;

b. Certified or registered mail, return receipt requested, in which case notice will be deemed delivered on receipt if delivery is confirmed by a return receipt;

c. Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

d. Facsimile transmission, in which case notice will be deemed delivered upon transmittal, provided that

i. A duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or

ii. A transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile will be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

City: City of Pinole
2131 Pear Street
Pinole, Ca 94564
Attn: City Manager
Tel (510) 724-9000
Fax (510) 724-9826

with a copy to: Meyers Nave
555 – 12th Street, Suite 1500
Oakland, Ca 94564
Attn: Pinole City Attorney
Tel (510) 808-2000
Fax (510) 444-1108

Developer: General Realty CE, LLC
2760 N. University Drive
Davie Florida 33024
Tel (954) 499-8663
Fax (954) 499-8665

15. Severability. If any term or provision of this Agreement or the application thereof will, to any extent, be held to be invalid or unenforceable, such term or provision will be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

16. Entire Agreement; Amendments In Writing; Counterparts. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties or their successors in interest. This Agreement may be executed in multiple counterparts, each of which will be an original and all of which together will constitute one agreement.

17. Successors and Assigns; No Third-Party Beneficiaries. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided however, that neither Party will transfer or assign any of such Party's rights hereunder by operation of law or otherwise without the prior written consent of the other Party, and any such transfer or assignment without such consent will be void. Subject to the immediately preceding sentence, this Agreement is not intended to benefit, and will not run to the benefit of or be enforceable by, any other person or entity other than the Parties and their permitted successors and assigns.

18. Brokers. Each Party warrants and represents to the other that no brokers have been retained or consulted in connection with this transaction. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section will survive the expiration or earlier termination of this Agreement.

19. Approvals. Unless otherwise provided in this Agreement, the City Manager will be authorized to enter into all written approvals, consents or waivers by the City without further authorization by the City Council. Nothing herein, however, will be deemed to prevent the City Manager from requesting formal approval by the City Council if the City Manager, in her sole discretion, determines to seek such approval.

20. Captions. The captions of the sections and articles of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions hereof.

21. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY

By: ________________________________

Michelle Fitzer
City Manager

ATTEST:

By: ________________________________

Heather Iopu. CMC
City Clerk

APPROVED AS TO FORM:

By: ________________________________ DRAFT

Eric S. Casher
City Attorney

DEVELOPER

General Realty CE, LLC

By: ________________________________

Hector R. Vinas, President

Exhibit A

Legal Description

[TO BE INSERTED]

EXHIBIT A

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lots 5 through 8, inclusive, and Parcels B and D, map of Subdivision 8758, For Commercial Condominium Purposes Pinole Shores, filed December 17, 2007, in Book 506 of Maps, at page 13, Contra Costa County Records.

APN: 402-230-015, 16, 17, 18, 20 & 22

Exhibit B

PROJECT DEPICTION

[TO BE INSERTED]

Return to Agenda

Pinole Shores Commerce Park

Return to Agenda

PINOLE SHORES

SAN PABLO AVENUE, CITY OF PINOLE, CALIFORNIA


S.D. EASEMENT S01°00'59"W 747.15'
S10°41'54"W 385.33'
PARCEL J
(NON-DEVELOPABLE AREA)
PARCEL AREA:
172,063.10 N.S.F.
=3.95 ACRES
APPROX. LOCATION STANDARD OIL CO. EASEMENT
E.B.M.U.D. R/W 399 OR 222
N79°18'56"W 223.99'
N00°54'16"W 302.49'
60'
BLDG. H
10,800 G.S.F.
PARCEL AREA:
50,513.24 N.S.F.
=1.16 ACRES
PARKING:
47 STALLS =
4.35/1000
60'
BLDG. G
19,800 G.S.F.
PARCEL AREA:
73,137.40 N.S.F.
=1.68 ACRES
PARKING:
86 STALLS =
4.34/1000
W/RU DOORS
77 STALLS =
3.88/1000
70'
BLDG. F
27,300 G.S.F.
PARCEL AREA:
89,633.18 N.S.F.
=2.06 ACRES
PARKING:
85 STALLS =
3.11/1000
W/RU DOORS
77 STALLS =
2.82/1000
70'
BLDG. E
25,200 G.S.F.
PARCEL AREA:
75,172.58 N.S.F.
=1.73 ACRES
PARKING:
91 STALLS =
3.61/1000
W/RU DOORS
84 STALLS =
3.33/1000
LOADING ZONE
LOADING ZONE
Portion not included
SAN PABLO AVENUE
20' ROAD R/W
N00°59'00"E 981.32'
N55°02'24"E 361.56'
N60°12'59"E 214.94'
S43°04'01"E 24.28'
N56°27'24"E 8.22'
N55°49'24"E 30.60'
N55°29'24"E 28.82'
N55°20'24"E 30.35'
R=3050' Δ=06°47'56"

Exhibit C

REIMBURSEMENT AGREEMENT

[TO BE INSERTED]

3209020.1

REIMBURSEMENT AGREEMENT
BY AND BETWEEN
CITY OF PINOLE
AND GENERAL REALTY CE, LLC

THIS REIMBURSEMENT AGREEMENT ("**Agreement**") is entered into as of May 28 ~~April 3,~~ 2019 (the "**Effective Date**"), by and between the City of Pinole, a municipal corporation, ("**City**") and General Realty CE, LLC, a California limited liability company ("**Developer**"). City and Developer are collectively referred to herein as the "**Parties**."

HMJ

1. Intent.

The City is the owner of certain properties located at 830-850 San Pablo Avenue in the City of Pinole, California, County Assessor's Parcel Numbers 402-230-015, 402-230-016, 402-230-017, 402-230-018, 402-230-020 and 402-230-022 (the "**Properties**"). The Developer has expressed interest in developing and constructing a commercial project on the Properties consisting of distribution and warehouse uses (the "**Project**"). The City and Developer desire to negotiate a development Agreement (the "**Development Agreement**"), which will include a purchase and sale agreement for the Properties, that will describe the terms and conditions governing the development of the Project. Concurrently with the execution of this Agreement, the City and Developer have entered into an exclusive negotiating rights agreement regarding the negotiation of the Development Agreement (the "**ENA**"). Approvals required of the City will include environmental review required by the California Environmental Quality Act ("**CEQA**."). Developer also seeks various land use entitlements from City with respect to the Properties and proposed Project.

2. Reimbursement Payments.

A. Developer agrees to provide funds (each, a "**Reimbursement Payment**") to the City to perform the tasks necessary and relating to City's negotiation of the ENA, negotiation of the Development Agreement, processing of a development application for the Project, and such other specialized reviews required as an element of City's consideration and possible actions regarding the Project. This shall include any costs incurred by the City in negotiating the ENA prior to the execution of this Agreement.

B. City will use the Reimbursement Payments by Developer for the costs City incurs in providing the services necessary and relating to the Project. These services shall include, but not be limited to:

(1) Undertaking such review as is required to comply with the requirements of the City's Municipal Code, including but not limited to its Use Permit Review processes, including, but not limited to, all contractual services provided to City by contract planners ("**Contract Planners**") under contract with the City, as well as City overhead requirements, as set forth in the City master fee schedule;

(2) Consideration of, and presentation to the Planning Commission and City Council for its review and possible action on any aspect of the Project, including the ENA and Development Agreement.

(3) Such other City activities which City and Developer deem necessary to assist Developer in processing the Project, as consistent with applicable law.

C. Such services may be provided by City staff, Contract Planners and the City Attorney's office.

D. Developer acknowledges the Reimbursement Payments do not include any additional fees and charges required by law, ordinance or resolution to be paid to City by Developer, such as application fees, CEQA consultant fees, inspection fees, and other processing fees for entitlements or permits that may be required. The services for which this Agreement applies are those services not already covered by the applicable application and processing fees which fees shall be paid in the amounts and at the appropriate time consistent with the City's municipal code requirements.

3. <u>Initial Payment to the City and Additional Requests/Payments</u>.

A. Developer shall, concurrently with its execution of this Agreement, pay to City Ten Thousand Dollars ($10,000) which will be used by City for payment of its costs related to the Project, as well as the negotiation of the ENA and Development Agreement (the parties agree that such $10,000 is the "Deposit" as such term is defined under the ENA). All such funds shall be held by City in an account for the benefit of Developer ("**Account**"), and all deductions from such account by City shall be accounted for with a detailed invoice of services provided for processing Developer's Project. Developer acknowledges and agrees that the amount of the initial deposit made by Developer to the City does not represent an estimate of the actual final costs of such services that may need to be rendered by the City in the performance of its duties under this Agreement, and Developer may be required to deposit additional funds in the Account from time to time. If Developer refuses or fails to submit an additional deposit within 15 days of City's written request, City shall have the right to cease all processing on Developer's Project until such time as the funds are received.

B. Whenever there is a need for additional funds for contractual services to facilitate review of the Project as required by City and approved by Developer, Developer shall submit payment to the City for the cost of such extra work. If Developer refuses or fails to submit payment for the extra work within 15 days of City's written request, City shall have the right to cease all processing on Developer's Project until such time as the funds are received.

C. Developer shall have the right to terminate processing of the development application for the Project and all related services by providing written notice, including via e-mail, to the City. Upon receipt of such notice by City ("Termination Date"), City shall cease all processing of the Project, and all services related thereto, as of the Termination Date. All costs incurred by City prior to such Termination Date shall be paid from the Account, and thereafter funds remaining in the Account shall be returned to Developer within 30 days following such Termination Date.

D. Any funds remaining in the Account after final City Council action on the Project shall be returned to Developer by the City.

4. <u>Authority and Obligations of City</u>.

Developer fully understands and agrees to each of the following:

(a) City, in the exercise of the sole discretion of its officials, agents, or employees, shall use the Reimbursement Payments for the purpose represented in this Agreement. Except as provided herein, City makes no promise, representation, or warranty, express or implied, as to the manner in which City will use the Reimbursement Payments.

(b) City makes no promise, representation or warranty, express or implied, as to the timing of City's processing of the Project nor as to the outcome by the City as to the processing, including the action by the City Council on Developer's request.

(c) The reimbursement payments under this Agreement shall in no way influence the actions of the City in respect to the review, processing or approval of agreements, permits or entitlements for the Project. Neither Developer nor any other person shall, because of such payments under this Agreement, have any expectation as to the results of the City's review of and subsequent approval or denial of such approvals, permits, agreement or entitlements. Developer is expressly prohibited from directly or indirectly exercising any supervision or control over the work of the officers, employees, agents, and consultants used by the City to provide the services anticipated by this Agreement. No promises, representations, or warranties have been made, expressly or implicitly, by the City, its officials, agents, or employees and, it is specifically agreed no person has any authority to make any such representation, promise, or warranty, to Developer or any other person that the reimbursement payments will in any way influence the actions of the City in respect to the approval or denial of such approvals, agreements, permits or entitlements.

5. <u>Authority and Obligation of Developer</u>.

Developer agrees:

(a) To make timely payments, to the Account, as requested by City.

(b) To comply fully with all applicable local, regional, state, and federal rules, regulations, resolutions, ordinances, and laws with respect to the Project, as they may exist now or in the future.

(c) To cooperate fully with the City in its processing of Developer's Project.

6. **Amendment**.

This Agreement, including any exhibits hereto, may be amended only by mutual written agreement of the parties.

7. **No Agency, Joint Venture or Partnership**.

City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

8. **Venue and Applicable Law**.

Any action by any party to this Agreement shall be brought in the appropriate court of competent jurisdiction within the County of Contra Costa, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

9. **Entire Agreement**.

Each party acknowledges that this Agreement sets forth all covenants, promises, conditions and understanding between the parties regarding the matters set forth herein, and there are no promises, conditions, or understanding either oral or in writing between the parties other than as set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.

10. **Effect of Waiver**.

No waiver by a party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

11. **Interpretation of Agreement**.

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements whether oral or written. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it will be effective. Both parties have had an equal opportunity to participate in the drafting of this Agreement. The usual construction of an agreement as to the drafting party shall not apply to this Agreement.

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

13. **Notices.**

Any notice or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be personally delivered, sent by first class United States Mail, or via electronic mail (e-mail) as follows:

CITY: City of Pinole
2131 Pear Street
Pinole, Ca 94564
Attn: City Manager
Fax (510) 724-9826
Email: HDeLaRosa@ci.pinole.ca.us

Developer: General Realty CE, LLC
2760 N. University Drive
Davie, Florida 33024
Fax (954) 499-8665
Email: hector.vinas@onecorpglobal.com

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

SIGNATURES ON FOLLOWING PAGE

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

DEVELOPER:

____
Hector R. Vinas, Manager

CITY OF PINOLE

____
Michelle Fitzer, City Manager

ATTEST:

____
Heather Iopu, CMC, City Clerk

APPROVED AS TO FORM:

____
Eric S. Casher, City Attorney

3209009.1

CITY COUNCIL REPORT

8L

DATE: DECEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: ERIC S. CASHER, CITY ATTORNEY

SUBJECT: NATIONAL OPIOID SETTLEMENT

RECOMMENDATION

City staff recommends that the City Council adopt a resolution authorizing staff to formally opt-in for City participation in the National Opioid Settlement.

BACKGROUND

On July 22, 2021, a settlement was announced in multi-district federal litigation based in Ohio against opioid manufacturers and distributors.

The settlement was the result of litigation brought by states and cities against three pharmaceutical distributors: McKesson, Cardinal Health and Amerisource Bergen; and the opioid manufacturer, Janssen. The litigants contended that the distributors and manufacturer contributed to the national opioid crisis by ignoring signs of opioid addiction and overselling opioids. The proposed settlement will be available to all states, counties, and cities, including those that did not participate in the litigation. The opioid distributors will pay $21 billion over an 18-year period and Janssen will pay $5 billion over a 5-year period.

Under the terms of the settlement, the State of California is scheduled to receive between $2.269 billion and $2.34 billion. The settlement agreement provides a default allocation for the funds: 15% directly to the state, 70% to an abatement fund to be administered by the state, and 15% to local subdivisions that were litigants. An intrastate allocation deal has been agreed upon that adjusts this default allocation. Funds dedicated to the 70% abatement fund will be allocated directly to participating jurisdictions.

Jurisdictions that wish to participate in the settlement must opt-in prior to January 2, 2022.

DISCUSSION

The City has two options. First, the City may decide not to opt-in, in which case, it need do nothing. Second, the City may choose to opt-in to the settlement and authorize signature of the Agreement.

If the City decides to opt-in, it stands to receive 0.013% of the total amount provided to the State. This would constitute approximately $260,000 or $14,000 a year over a period of eighteen (18) years. The City would be required to release future claims against the Distributors and Manufacturer in exchange for receipt of settlement funds. Funds received via the settlement must be used to ameliorate the effects of the opioid crisis, and the Agreement provides that the City would be obligated to report how it spends funds received from the settlement.

FISCAL IMPACT

If the City opts-in to the National Opioid Settlement the City is expected to receive approximately $14,000 annually for eighteen (18) years for an aggregate amount of $260,000.

ATTACHMENTS

Attachment A: Resolution Authorizing City to enter into National Opioid Settlement
Attachment B: California State Subdivision Agreement – Distributors
Attachment C: California State Subdivision Agreement – Janssen (Manufacturer)

5033134.2

ATTACHMENT A

RESOLUTION NO. 2021-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING PARTICIPATION IN THE NATIONAL OPIOID SETTLEMENT

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death. The State of California and California local governments spend millions of dollars each year to address the direct consequences of this crisis; and

WHEREAS, since 2017, state and local governments in California and around the United States have been pursuing litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the impact of the Opioid Epidemic; and

WHEREAS, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutical, Inc. (the "Settling Defendants") have been ongoing for several years; and

WHEREAS, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims to settle the litigation; and

WHEREAS, the proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (collectively "Settlement Agreements"); and

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in California including to the State of California upon occurrence of certain events as defined in the Settlement Agreements ("California Opioid Funds"); and

WHEREAS, California local governments have engaged in extensive discussions with the California Attorney General's Office ("AGO") as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds-Distributor Settlement and the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds-Janssen Settlement (collectively the "Allocation Agreements,") which are agreements between all of the entities identified in the Allocation Agreements; and

WHEREAS, the Allocation Agreements propose to allocate the California Opioid Funds 15% to a State Fund; 70% to local governments in an Abatement Accounts Fund; and 15% to litigating local governments in a Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlements will be combined pursuant to Allocation

Agreements, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund Allocation"), and 15% to the California Subdivision Fund ("CA Subdivision Fund Allocation"); and

WHEREAS, the percentage from the CA Abatement Accounts Fund allocated to each eligible local government ("Eligible Local Government") is set forth in Appendix 1 to each Allocation Agreement and provided to the Council with this Resolution. The City's share of the CA Abatement Accounts Fund is a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage as set forth in Appendix 1 (the "Local Allocation"); and

WHEREAS, the percentage from the CA Abatement Accounts Fund to be allocated to the City is 0.013%, which may constitute approximately $260,000, or $14,000 a year over a period of 18 years; and

WHEREAS, any city that is an Eligible Local Government will be allocated its Local Allocation share only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlements.

NOW, THEREFORE, BE IT RESOLVED, the City of Pinole City Council hereby RESOLVES, that all of the recitals above are true, correct and incorporated herein; and that the City Council approves the settlement, and authorizes the City Manager and City Attorney to execute all documents, and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, and Allocation Agreements including taking the following measures:

1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.

2. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.

3. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Distributor Settlement by executing the signature pages to that Allocation Agreement, substantially to the form of the agreement attached hereto.

4. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Janssen Settlement Allocation Agreements by executing the signature pages to that Allocation Agreement, substantially to the form of the agreement attached hereto.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of December, 2021, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 21st day of December, 2021.

____
Heather Bell, CMC
City Clerk

5033177.1

**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Distributor Settlement**

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the "Distributor Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Distributor Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.[1] For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this CA Distributor Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Distributor Settlement Agreement.

b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant. Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.

d) *Plaintiff Subdivision* means a Subdivision located in California, other than a Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

[1] A parallel but separate agreement (the "CA Janssen Allocation Agreement") will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Distributor Settlement Agreement, as well as applicable law, and the Distributor Settlement Agreement governs over any inconsistent provision of this CA Distributor Allocation Agreement. Terms used in this CA Distributor Allocation Agreement have the same meaning as in the Distributor Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Distributor Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[2] pursuant to the Distributor Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Distributor Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be

[2] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Distributor Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Distributor Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Distributor Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Distributor Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Distributor Settlement Agreement or this CA Distributor Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Distributor Settlement Agreement or this CA Distributor Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Distributor Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Distributor Settlement, and if applicable, the Janssen Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Distributor Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and the Distributors.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Distributor Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Distributor Settlement Agreement, this CA Distributor Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Distributor Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Distributor Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Distributor Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
			100.000%	**100.000%**	**100.000%**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

turn to Agenda

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

APPENDIX 2

Cost Reimbursement Procedure

1. **Additional defined terms:**

   a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Distributor Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

   b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

   c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

   d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. **Cost Reimbursement to Plaintiff Subdivision**

   a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.

   b) Claims Procedure.

      i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V.B.2 of the Distributor Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and the Distributors a report of the fees and expenses incurred by the Special Master pursuant to Section V.B.2 of the Distributor Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributors Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and CA Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Distributor Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

ATTACHMENT C

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively "Janssen"). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for California's Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds. Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially "participating."

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and Janssen will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: https://nationalopioidsettlement.com/. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. California has also created a state-specific website which may be accessed here: https://oag.ca.gov/opioids. If you have questions, please contact OpioidSettlement-LocalGovernment@doj.ca.gov.

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Settlement Participation Form

Governmental Entity: Pinole city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

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8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

   > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

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Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Janssen Settlement

1. Introduction

Pursuant to the Janssen Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the "Janssen Settlement Agreement"), including Section VI and Exhibit O, the State of California proposes this agreement (the "CA Janssen Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Janssen Settlement Agreement.[1] For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections X or XI of the Janssen Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Janssen Settlement Agreement, acceptance of this CA Janssen Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Janssen Settlement Agreement.

b) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

c) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.

d) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc.,

[1] A parallel but separate agreement (the "CA Distributor Allocation Agreement") will govern the allocation, distribution, and use of settlement fund payments under the Distributor Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Janssen Settlement Agreement, as well as applicable law, and the Janssen Settlement Agreement governs over any inconsistent provision of this CA Janssen Allocation Agreement. Terms used in this CA Janssen Allocation Agreement have the same meaning as in the Janssen Settlement Agreement unless otherwise defined herein.

Pursuant to Section VI(D)(1) of the Janssen Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VI(B)(2) of the Janssen Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[2] pursuant to the Janssen Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Janssen Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA

[2] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Janssen Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Janssen Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Janssen Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Janssen Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Janssen Settlement Agreement or this CA Janssen Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Janssen Settlement Agreement or this CA Janssen Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Janssen Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Janssen Settlement, and if applicable, the Distributor Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VI(B)(2) of the Janssen Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Janssen.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Janssen Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Janssen Settlement Agreement, this CA Janssen Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Janssen Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Janssen Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

The undersigned, Pinole city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement is a requirement to be an Initial Participating Subdivision in the Janssen Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Janssen Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	**100.000%**	**100.000%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Janssen Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section VI.B.2 of the Janssen Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Janssen a report of the fees and expenses incurred by the Special Master pursuant to Section VI.B.2 of the Janssen Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Janssen Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Janssen Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Janssen Settlement Agreement and CA Janssen Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Janssen Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Janssen Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Janssen Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

CITY COUNCIL REPORT

11A

DATE: DECEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER
HEATHER BELL, CITY CLERK

SUBJECT: REVIEW CITY COUNCIL MEETING PROCEDURES

RECOMMENDATION

It is recommended that the City Council review the City Council Meeting Procedures, discuss proposed revisions, and provide direction to staff.

BACKGROUND

The Pinole City Council has established, by resolution, procedures for creating and posting City Council meeting agendas, the agenda format, and procedures for conducting City Council meetings. The City Council has a tradition of reviewing the meeting procedures each year, in December, and considering revisions. The City Council has historically considered and adopted revisions, if any, in a two-step process. The City Council first reviews the resolution containing the current procedures and, if it would like any revisions, directs staff to update the resolution. Then, at the subsequent meeting, the City Council adopts the resolution containing the current or revised procedures.

The current procedures are contained in Resolution 2021-28 (Attachment A), which was approved on April 20, 2021. The current agenda format, as defined in the procedures, meets all relevant legal requirements, functions adequately, contains all the necessary categories, and is compliant with the Brown Act.

Staff is recommending that Council consider making the following changes to the procedures:

1. Add Section 8. Decorum, which sets forth standards of behavior for the City Council, Staff, and the Public at Council Meetings

2. Amend Section 3.F.IV to reflect the order of public discussion to be consistent with the approved Council Norms set forth in Resolution 2021-27

3. Adding Section 9. Council Norms of Behavior, which incorporates Resolution 2021-27 as an Exhibit to the Council Procedures Resolution

4. Additional minor changes

Staff's recommended changes are shown in tracked changes in the revised resolution (Attachment B).

FISCAL IMPACT

There is no fiscal impact associated with amending the Council meeting procedures.

ATTACHMENTS:

Attachment A: Resolution 2021-28 – City Council Meeting Procedures – Adopted April 20, 2021

Attachment B: Draft Resolution – City Council Meeting Procedures with Staff-Recommended Changes
Exhibit A - Resolution 2021-27 – City Council Norms of Behavior – Adopted April 20, 2021

ATTACHMENT A

RESOLUTION NO. 2021-28

RESOLUTION OF THE CITY COUNCIL OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AMENDING AND SETTING FORTH COUNCIL MEETING PROCEDURES FOR THE PREPARATION AND POSTING OF AGENDAS AND THE CONDUCT OF MEETINGS

The Pinole City Council hereby repeals all prior resolutions related to the conduct of meetings, including Resolution 103-2003; 178-2003, 2005-02, 2007-07, 2007-86, 2008-74, 2009-124, 2012-08, 2012-127, 2014-67, and 2015-109, 2016-100, 2017-13, 2017-72, 2018-113, 2019-03, and 2020-114 and resolves as follows:

1. Regular Meetings. Pursuant to Section 2.12.010 of the Municipal Code, a regular meeting of the Pinole City Council shall be held at 6:00 p.m. on the first and third Tuesdays of every month at the Council Chambers, 2131 Pear Street in Pinole, California. Items are placed on the agenda under the respective section headings. Public Hearings are scheduled to commence on or around 7 p.m. pursuant to the Municipal Code.

2. Closed Sessions of the Pinole City Council will customarily be held at 6 p.m. before the regular business items on the City Council agenda. The Closed Session is scheduled to be concluded by or before 7 p.m. If all business cannot be completed during that time, the items will either be held over to the next meeting, or Council may convene back into Closed Session following all the business items that evening.

3. Posting of Meeting Agenda. At least seventy-two (72) hours before a regular meeting, and twenty-four (24) hours before a special meeting of the City Council, the City Clerk shall post on the bulletin board located outside of City Hall, the agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

4. Council Action Limited. The Council shall not take action on any item not appearing on the posted agenda unless:

A. It is determined by a two-thirds (2/3) vote of the Council, or if less than two-thirds (2/3) of the Council is present, the unanimous vote of the members present, that the need to take action arose after the posting of the agenda.
B. It is determined by a majority vote of the Council that an emergency situation as described in Government Code Section 54956.5 necessitated prompt action due to the disruption or threatened disruption of public facilities.
C. The item was posted for a prior meeting less than five (5) days previously and continued to the meeting where action is being taken.

5. Posting Notices for Special Meetings. The call and notice of special meetings shall be posted at least twenty-four (24) hours on the bulletin board located outside of City Hall.

6. Agenda Preparation. The City Manager will in coordination with the Mayor identify the items that will be included on each specific City Council agenda. Items may include those requested as future agenda items by the City Council and those needed by City staff to carry out City functions. Staff will endeavor not to include more items on a single agenda than the Council can reasonably address during a single meeting. Items requested as future agenda items by the City Council will be placed on a Council meeting agenda as soon as staff has had sufficient time to conduct any necessary preparations for the item. The City Manager may schedule items requested by Council as future agenda items based on specific time sensitivity or natural timing of the item. The City Council can establish a date certain for a future agenda item when it approves a future agenda item. Cut-off time for placing items on the agenda shall be Wednesday, thirteen days preceding each regular Tuesday meeting, with the final agenda to be prepared by 5:00 pm

of the Thursday preceding the meeting.

7. Order of Business. Promptly at the hour appointed for each regular meeting, the members of the Council, the City Clerk, City Attorney and City Manager, the Police Chief or his designee and such other staff members as are necessary shall assemble in the Council Chambers or some other publicly announced location. A statement of conflict must be disclosed by an official who has a conflict prior to consideration of the decision by publicly identifying in detail the financial interest that causes the conflict; recusing himself /herself from discussion and voting, and leaving the room until the decision has been reached (GC Section 87200).

AGENDA FORMAT

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

2. ROLL CALL, CITY CLERK REPORT & STATEMENT OF CONFLICT

An official who has a conflict must, prior to consideration of the decision: (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself /herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov't Code § 87105.

3. CONVENE TO A CLOSED SESSION

Citizens may address the Council regarding a Closed Session item prior to the Council adjourning into the Closed Session, by first providing a speaker card to the City Clerk.

EXAMPLES:

A. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to GC §54597.6
City Labor Negotiator:
Employee Organizations:

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to GC §54597
Public Employee Performance Evaluation:

OPEN SESSION WILL COMMENCE UPON COMPLETION OF CLOSED SESSION DISCUSSIONS, WHICH MAY OCCUR BEFORE 7:00 PM

4. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION

5. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes for City Council items and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future meeting.

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY ANNOUNCEMENTS

A. Proclamations
B. Presentations/Recognitions

7. CONSENT CALENDAR

All matters under the Consent Calendar are considered to be routine and noncontroversial. These items will be enacted by one motion and without discussion. If, however, any interested party or Council member(s) wishes to comment on

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an item, they may do so before action is taken on the Consent Calendar. Following comments, if a Council member wishes to discuss an item, it will be removed from the Consent Calendar and taken up in order after adoption of the Consent Calendar.

8. PUBLIC HEARINGS

Citizens wishing to speak regarding a Public Hearing item should fill out a speaker card prior to the completion of the presentation, by first providing a speaker card to the City Clerk. ***An official who engaged in an ex parte communication that is the subject of a Public Hearing must disclose the communication on the record prior to the start of the Public Hearing.***

9. OLD BUSINESS

AGENDA FORMAT

10. NEW BUSINESS

11. REPORTS & COMMUNICATIONS

A. Mayor
   1. Announcements

B. Mayoral and Council Appointments

C. City Council Reports and Communications

D. Council Requests for Future Agenda Items and Other Staff Follow-Up

E. City Manager and Department Staff

F. City Attorney Report

12. ADJOURNMENT

END OF AGENDA FORMAT

ORDER OF BUSINESS

The foregoing order of business may be suspended at any Council meeting by a majority vote of the members in attendance.

1. Approval of Minutes. A true copy of the minutes of proceedings of regular and special meetings not theretofore approved, as the same shall be entered in the journal of proceedings, shall be provided by the City Clerk to each Council member at least twenty-four (24) hours before regular meetings. Unless otherwise ordered by the Council, the City Clerk shall prepare and produce action minutes of the meetings, which may be approved without a public reading of the same. The minutes as approved by the Council shall be the permanent official record of the proceedings of the City Council.

2. Tape Recordings. Council meetings are televised live on Pinole's Local Community Access Channel (Channel 26). Tape recordings of Council meetings are kept in order

to assist in the preparation of minutes. After the prepared minutes have been approved, video tape recordings shall be retained pursuant to the Citywide Records Retention Policy.

3. Rules of Order. The following definitions and rules shall govern the proceedings and order of business of the Council:

a. Reports. Under the item of business entitled "Reports", the Council may receive reports from Council Members or the City Manager, which are intended to be limited to approximately two (2) minutes from each individual. Summaries of Council liaison (i.e., advisory committees and regional agencies) assignment meetings will be submitted by Council Members to the City Clerk periodically and be included as attachments to Council agendas and reflected in the minutes. The City Manager shall include a report on anticipated agenda items for the next meeting.

b. Consent Calendar. Items listed under the "Consent Calendar" are considered to be routine and noncontroversial and will be enacted, approved, received or adopted by one motion in the form as shown on the agenda. A member of the public or Council member(s) wishing to comment on an item, may do so before action is taken. If an item is removed from the Consent Calendar for discussion or response to questions, the items shall be removed from the Consent Calendar, and an action taken to approve the balance of the Consent Calendar. Immediately following, the items removed for discussion should be considered separately for action by Council.

c. Citizens To Be Heard. Members of the public may address the Council on any item of interest that is within the jurisdiction of the Council. Individuals who want to speak should complete a card giving his/her name and the item number or description. Individuals will be heard during the Council's consideration of the item. If the item is not listed on the agenda, describe the subject matter on the card and it will be called under Citizens to be Heard, (Public Comment). Time limit is 3 minutes, subject to modification by the Mayor. Individuals may not share or offer time to another speaker.

d. Public Hearings shall consist of matters wherein published notice has been given and where public hearings are required by law and such matters as the Council may deem necessary or desirable to schedule for public hearings. Anyone wishing to speak regarding a Public Hearing should fill out a speaker card prior to the completion of the staff presentation and submit it to the City Clerk. Individuals may not share or offer time to another speaker. The order of business for Public Hearings is as follows:

I. All persons wishing to speak for or against a matter which has been set for Public Hearing are requested to complete a card giving his/her name and address, and to hand the card to the City Clerk as early as possible in the meeting. The cards can be found on the Clerk's desk or on a table located in the back of the Council Chambers.

II. The speakers shall address remarks to and through the Mayor.

III. Persons addressing the Council shall state their name, the city in which they reside, the interest they represent, if any, and shall state on which side of the argument they wish to be heard

IV. Prior to opening the Public Hearing, the Mayor may request a staff report and presentation.

V. All persons wishing to be heard shall confine their remarks to the merits of the matter being considered and shall refrain from references to personalities.

VI. Applicant/Appellant (10 minutes), subject to adjustment by the Mayor - The applicant or his/her representative shall first address the Council and shall, in his/her first address, state all relevant reasons and present all relevant evidence on behalf of the application.

VII. Opponent (5 minutes), subject to adjustment by the Mayor – The primary opponent representative to a project/application shall address the Council second and shall state all relevant reasons and present all relevant evidence on behalf of the opposition.

VIII. The Mayor shall next request the Clerk to read or acknowledge any written communication received on the application.

IX. Public Comments will be (3 minutes per speaker), subject to adjustment by the Mayor. Any persons wishing to speak either in favor of, in opposition to, or simply to comment on the application shall next be recognized by the Mayor in the order in which they present themselves.

X. After all persons desiring to speak on the application have completed their presentation and any written communications have been acknowledged, the applicant will be permitted 5 minutes to close the argument by presenting matter in rebuttal on presentation made in opposition to the application.

XI. If the applicant, in rebuttal, presents <u>new</u> evidence not covered in the original presentation, persons who have previously spoken on the application may be granted an opportunity to comment on the <u>new</u> evidence only.

XII. The applicant shall have the right to close the argument.

XIII. The Public Hearing shall then be concluded on the part of the public and brought to the Council level for discussion and decision. There is no further comment permitted from the audience unless requested by the Council.

XIV. In matters set for Public Hearing before the City Council, the Mayor reserves the right to limit the length of time for argument.

e. <u>Appeals</u>. Appeals shall be presented to the Council through the City Clerk and/or as required by law. Persons other than parties to the appeal may speak only by permission of the Council. The process for appellant/opposition speakers shall be the same as outlined above for

Public Hearings.

f. Public Discussion

I. Permission - Any person addressing the Council shall first secure the permission of the presiding officer.
II. Not A Debate - Public discussion should not be used to elicit a debate between Council members or staff and the public.
III. Time Limits - The Council may establish time limits for the consideration of any agenda item as well as establish an overall time period for the consideration of any matter.
IV. Public Discussion During Council Deliberation - Public discussion shall be allowed following the staff report and Council questions and discussion. Speakers shall be allowed three minutes each, subject to modification by the Mayor.
V. Limit on Public Discussion After Motion to Terminate Deliberation - No discussion shall be permitted after a motion, which would terminate further deliberation, has been adopted.

4. Council Deliberation.

I. Presiding Officer May Deliberate - The Mayor may deliberate from the chair, subject only to such limitations of deliberation as are by these rules imposed on all members, and shall not be deprived of any of the rights and privileges as a member of the Council by reason of his/her acting as the Mayor.

II. Getting the Floor - Improper References to be Avoided - Every member desiring to speak shall address the Mayor, and upon recognition shall confine himself/herself to the question under deliberation, avoiding negative references to personalities and indecorous language.

III. Interruptions - A Council member, once recognized, shall not be interrupted when speaking unless it is to call said member to order, or as herein otherwise provided. If a member, while speaking, be called to order, said member shall cease speaking until the question or order be determined, and if in order, said member shall be permitted to proceed.

IV. Motion to Reconsider - A motion to reconsider any action taken by the Council may be made only on the date such action was taken or the next meeting of the Council. Such motion must be made by one who voted on the prevailing side, and may be made at any time or while a member has the floor and have precedence over all other motions; it shall be debatable. Nothing herein shall be construed to prevent any member of the Council from making or remaking the same other motion at a subsequent meeting of the Council or a motion to rescind.

V. Repeal or Amendment of Action Requiring More Than a Majority Vote - Any ordinance or resolution which is passed or adopted and which, as part of its terms, requires more than a majority vote of the Council in order to pass, a motion pursuant to such an ordinance or resolution shall require a vote of the same percent of the Council to repeal or amend the ordinance or resolution.

VI. Motion to Table - A motion to lay on the table is not debatable and shall preclude all amendments or deliberation of the subject under consideration. If the motion shall prevail, the consideration of the subject may be resumed only upon a motion of a member voting with the majority.

VII. Motion to Call for Question or Continue to a Date Specific - A motion to call for the question or continue the matter to a specific date shall preclude all amendments to or deliberation of the subject under consideration and is not debatable.

VIII. Statement of Position - When a motion to call for the question is adopted, each member of the Council may briefly state his/her position on the matter before roll call or call for the next item of business.

IX. Privilege of Closing Deliberation - The Council member moving the adoption of an ordinance or resolution shall have the privilege of closing the deliberations or making the final statement. Further, it shall be the privilege of the Mayor to close debate where the Mayor determines that further debate is not advancing deliberations.

X. Division of Question - If the question contains two (2) or more divisible propositions, the presiding officer may, and upon request of a member shall, divide the same.

XI. Second Required - All motions except for nominations and a point of order shall require a second.

XII. Miscellaneous - All other matters not covered by these rules shall be decided by a majority of the Council. Roberts' Rules of Order may be used for guidance. Further, this Resolution supersedes any prior resolutions relating to the conduct of Council meetings.

5. Council Requests for Future Agenda Items and Other Staff Follow-Up – Under this agenda item, any Council Member may make a motion that an item be scheduled for discussion at a future City Council meeting or that staff conduct a specific follow-up task. The request must be approved by a majority vote of the Council in order to be carried out. The Council Member raising the request shall specify the type of follow-up they seek, among the following: staff provide information on a topic to Council in a memorandum; staff schedule a presentation to Council by an outside party at a future Council meeting; staff schedule a report to Council by staff at a future Council meeting; staff schedule an agenda item at a future Council meeting for staff to receive direction from Council on an issue; and staff present proposed City legislation/policy (resolution or ordinance) to Council at a future Council meeting. Council requests that staff conduct a special project that would require substantial staff time and/or substantial other City resources will be brought

to Council as a future Council agenda item for staff to receive direction from Council on how to resource and prioritize the special project within the City workplan.

6. Meetings will be adjourned at 11:00 p.m., unless Council approves a motion to extend the meeting to address specific items not yet taken up on the agenda.

PASSED AND ADOPTED this **20th** day of **April 2021**, by the following vote:

AYES: COUNCILMEMBERS: **Murphy, Salimi, Toms**
NOES: COUNCILMEMBERS: **Tave**
ABSENT: COUNCILMEMBERS: **Martínez-Rubin**
ABSTAIN: COUNCILMEMBERS: **None**

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 20th day of April 2021.

Heather Iopu, CMC
City Clerk

CITY OF PINOLE · 1903 · CALIFORNIA · 1903

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ATTACHMENT B

RESOLUTION NO. 202~~21-28~~ - XX

RESOLUTION OF THE CITY COUNCIL OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AMENDING AND SETTING FORTH COUNCIL MEETING PROCEDURES FOR THE PREPARATION AND POSTING OF AGENDAS AND THE CONDUCT OF MEETINGS

The Pinole City Council hereby repeals all prior resolutions related to the conduct of meetings, including Resolution 103-2003; 178-2003, 2005-02, 2007-07, 2007-86, 2008-74, 2009-124, 2012-08, 2012-127, 2014-67, and 2015-109, 2016-100, 2017-13, 2017-72, 2018-113, 2019-03, ~~and~~ 2020-114, and 2021-28 and resolves as follows:

1. Regular Meetings. Pursuant to Section 2.12.010 of the Municipal Code, a regular meeting of the Pinole City Council shall be held at 6:00 p.m. on the first and third Tuesdays of every month at the Council Chambers, 2131 Pear Street in Pinole, California. Items are placed on the agenda under the respective section headings. Public Hearings are scheduled to commence on or around 7 p.m. pursuant to the Municipal Code.

2. Closed Sessions of the Pinole City Council will customarily be held at 6 p.m. before the regular business items on the City Council agenda. The Closed Session is scheduled to be concluded by or before 7 p.m. If all business cannot be completed during that time, the items will either be held over to the next meeting, or Council may convene back into Closed Session following all the business items that evening.

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3. Posting of Meeting Agenda. As required by the Brown Act, ~~A~~at least seventy-two (72) hours before a regular meeting, and twenty-four (24) hours before a special meeting of the City Council, the City Clerk shall post ~~on the bulletin board located outside of City Hall,~~ the agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall be posted on the bulletin board located outside of City Hall.

4. Council Action Limited. As required by the Brown Act, t~~T~~he Council shall not take action on any item not appearing on the posted agenda unless:

A. It is determined by a two-thirds (2/3) vote of the Council, or if less than two-thirds (2/3) of the Council is present, the unanimous vote of the members present, that the need to take action arose after the posting of the agenda.
B. It is determined by a majority vote of the Council that an emergency situation as described in Government Code Section 54956.5 necessitated prompt action due to the disruption or threatened disruption of public facilities.
C. The item was posted for a prior meeting less than five (5) days previously and continued to the meeting where action is being taken.

5. Posting Notices for Special Meetings. The call and notice of special meetings shall be posted at least twenty-four (24) hours on the bulletin board located outside of City Hall.

6. Agenda Preparation. The City Manager will in coordination with the Mayor identify the items that will be included on each specific City Council agenda. Items may include those requested as future agenda items by the City Council and those needed by City staff to carry out City functions. Staff will endeavor not to include more items on a single agenda than the Council can reasonably address during a single meeting. Items requested as future agenda items by the City Council will be placed on a Council meeting agenda as soon as staff has had sufficient time to conduct any necessary preparations for the item. The City Manager may schedule items requested by Council as future agenda items based on specific time sensitivity or natural timing of the item. The City Council can establish a date certain for a future agenda item when it approves a future agenda item. Cut-off time for placing items on the agenda shall be Wednesday, thirteen

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days preceding each regular Tuesday meeting, with the final agenda to be prepared by 5:00 pm of the Thursday preceding the meeting.

7. Order of Business. Promptly at the hour appointed for each regular meeting, the members of the Council, the City Clerk, City Attorney, and City Manager, the Police Chief or his designee and such other staff members as are necessary shall assemble in the Council Chambers or some other publicly announced location. A statement of conflict must be disclosed by an official who has a conflict prior to consideration of the decision by publicly identifying in detail the financial interest that causes the conflict; recusing himself /herself from discussion and voting, and leaving the room until the decision has been reached (GC Section 87200).

AGENDA FORMAT

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

2. LAND ACKNOWLEDGMENT

Before we begin, we would like to acknowledge the Ohlone people, who are the traditional custodians of this land. We pay our respects to the Ohlone elders, past, present, and future, who call this place, Ohlone Land, the land that Pinole sits upon, their home. We are proud to continue their tradition of coming together and growing as a community. We thank the Ohlone community for their stewardship and support, and we look forward to strengthening our ties as we continue our relationship of mutual respect and understanding.

3. ROLL CALL, CITY CLERK REPORT & STATEMENT OF CONFLICT

An official who has a conflict must, prior to consideration of the decision: (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself /herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov't Code § 87105.

4. CONVENE TO A CLOSED SESSION

Citizens may address the Council regarding a Closed Session *item prior to the Council adjourning into the Closed Session, by first providing a speaker card to the City Clerk.*

EXAMPLES:

A. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to GC §54597.6
City Labor Negotiator:
Employee Organizations:

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to GC §54597
Public Employee Performance Evaluation:

OPEN SESSION WILL COMMENCE UPON COMPLETION OF CLOSED SESSION DISCUSSIONS, WHICH MAY OCCUR BEFORE 7:00 PM

5. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION

6. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda*. The time limit is 3 minutes for City Council items and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain* *emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future meeting.*

7. RECOGNITIONS / PRESENTATIONS / COMMUNITY ANNOUNCEMENTS

A. Proclamations

B. Presentations/Recognitions

8. CONSENT CALENDAR

All matters under the Consent Calendar are considered to be routine ~~and~~ or noncontroversial. These items will be enacted by one motion and without discussion. If, however, any interested party or Council member(s) wishes to comment on an item, they may do so before action is taken on the Consent Calendar. Following comments, if a Council member wishes to discuss an item, it will be removed from the Consent Calendar and taken up in order after adoption of the Consent Calendar.

9. PUBLIC HEARINGS

Citizens wishing to speak regarding a Public Hearing item should fill out a speaker card prior to the completion of the presentation, by first providing a speaker card to the City Clerk. ***An official who engaged in an ex parte communication that is the subject of a Public Hearing must disclose the communication on the record prior to the start of the Public Hearing.***

10. OLD BUSINESS

11. NEW BUSINESS

12. REPORTS & COMMUNICATIONS

A. Mayor
   1. Announcements

B. Mayoral and Council Appointments

C. City Council Reports and Communications

D. Council Requests for Future Agenda Items and Other Staff Follow-Up

E. City Manager and Department Staff

F. City Attorney Report

13. ADJOURNMENT

END OF AGENDA FORMAT

8. Decorum. The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council. Any person making impertinent, derogatory, or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting may be removed from the room if the Presiding Officer so directs.

The City Council, staff, and the public shall observe the following standards of behavior that promote civility at all public meetings. These standards will be listed on the agenda coversheet for each meeting.

- Treat everyone courteously;

- Give open-minded consideration to all viewpoints;

- Listen to others respectfully;

- Focus on the issues and avoid personalizing debate; and

- Embrace respectful disagreement and dissent as democratic rights, inherent components of an inclusive public process, and tools for forging sound decisions.

9. Norms of Behavior: The City Council has approved Council Norms of Behavior incorporated hereto as Exhibit A.

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10~~1~~. Approval of Minutes. A true copy of the minutes of proceedings of regular and special meetings not theretofore approved, as the same shall be entered in the journal of proceedings, shall be provided by the City Clerk to each Council member at least twenty-four (24) hours before regular meetings. Unless otherwise ordered by the Council, the City Clerk shall prepare and produce action minutes of the meetings, which may be approved without a public reading of the same. The minutes as approved by the Council shall be the permanent official record of the proceedings of the City Council.

11~~2~~. Tape Recordings. Council meetings are televised live on Pinole's Local Community Access Channel (Channel 26). Tape recordings of Council meetings are kept in order to assist in the preparation of minutes. After the prepared minutes have been approved, video tape recordings shall be retained pursuant to the Citywide Records Retention Policy.

12~~3~~. Rules of Order. The following definitions and rules shall govern the proceedings and order of business of the Council:

a. Reports. Under the item of business entitled "Reports", the Council may receive reports from Council Members, ~~or~~ the City Manager, and the City Attorney, which are intended to be limited to approximately two (2) minutes from each individual. Summaries of Council liaison (i.e., advisory committees and regional agencies) assignment meetings will be submitted by Council Members to the City Clerk periodically and be included as attachments to Council agendas and reflected in the minutes. The City Manager shall include a report on anticipated agenda items for the next meeting.

b. Consent Calendar. Items listed under the "Consent Calendar" are considered to be routine ~~and~~ or noncontroversial and will be enacted, approved, received or adopted by one motion in the form as shown on the agenda. A member of the public or Council member(s) wishing to comment on an item~~,~~ may do so before action is taken. If an item is removed from the Consent Calendar for discussion or response to questions, the items shall be removed from the Consent Calendar, and an action shall be taken to approve the balance of the Consent Calendar. Immediately following, the items removed for discussion should be considered separately for action by Council.

c. Citizens To Be Heard. Members of the public may address the Council on any item of interest that is within the jurisdiction of the Council. Individuals who want to speak should complete a card giving his/her name and the item number or description. Individuals will be heard during the Council's consideration of the item. If the item is not listed on the agenda, describe the subject matter on the card and it will be called under Citizens to be Heard, (Public Comment). Time limit is 3 minutes, subject to modification by the Mayor. Individuals may not share or offer time to another speaker.

d. Public Hearings shall consist of matters wherein published notice has been given and where public hearings are required by law and such matters as the Council may deem necessary or desirable to schedule for public hearings. Anyone wishing to speak regarding a Public Hearing should fill out a speaker card prior to the completion of the staff presentation and submit it to the City Clerk. Individuals may not share or offer time to another speaker. The order of business for Public Hearings is as follows:

I. All persons wishing to speak for or against a matter which has been set for Public Hearing are requested to complete a card giving his/her name and address, and to hand the card to the City Clerk as early as possible in the meeting. The cards can be found on the Clerk's desk or on a table located in the back of the Council Chambers.

II. The speakers shall address remarks to and through the Mayor.

III. Persons addressing the Council shall state their name, the city in which they reside, the interest they represent, if any, and shall state on which side of the argument they wish to be heard

IV. Prior to opening the Public Hearing, the Mayor may request a staff report and presentation.

V. All persons wishing to be heard shall confine their remarks to the merits of the matter being considered and shall refrain from references to personalities.

VI. Applicant/Appellant (10 minutes), subject to adjustment by the Mayor - The applicant or his/her representative shall first address the Council and shall, in his/her first address, state all relevant reasons and present all relevant evidence on behalf of the application.

VII. Opponent (5 minutes), subject to adjustment by the Mayor – The primary opponent representative to a project/application shall address the Council second and shall state all relevant reasons and present all relevant evidence on behalf of the opposition.

VIII. The Mayor shall next request the Clerk to read or acknowledge any written communication received on the application.

IX. Public Comments will be (3 minutes per speaker), subject to adjustment by the Mayor. Any persons wishing to speak either in favor of, in opposition to, or simply to comment on the application shall next be recognized by the Mayor in the order in which they present themselves.

X. After all persons desiring to speak on the application have completed their presentation and any written communications have been acknowledged, the applicant will be permitted 5 minutes to close the argument by presenting matter in rebuttal on presentation made in opposition to the application.

XI. If the applicant, in rebuttal, presents new evidence not covered in the original presentation, persons who have previously spoken on the application may be granted an opportunity to comment on the new evidence only.

XII. The applicant shall have the right to close the argument.

XIII. The Public Hearing shall then be concluded on the part of the public and brought to the Council level for discussion and decision. There is no further comment permitted from the audience unless requested by the Council.

XIV. In matters set for Public Hearing before the City Council, the Mayor reserves the right to limit the length of time for argument.

e. Appeals. Appeals shall be presented to the Council through the City Clerk and/or as required by law. Persons other than parties to the appeal may speak only by permission of the Council. The process for appellant/opposition speakers shall be the same as outlined above for Public Hearings.

f. Public Discussion

I. Permission - Any person addressing the Council shall first secure the permission of the presiding officer.
II. Not A Debate - Public discussion should not be used to elicit a debate between Council members or staff and the public.
III. Time Limits - The Council may establish time limits for the consideration of any agenda item as well as establish an overall time period for the consideration of any matter.
IV. Public Discussion During Council Deliberation - Public discussion shall be allowed following the staff report and Council questions ~~and discussion.~~ and before deliberations. Speakers shall be allowed three minutes each, subject to modification by the Mayor.
V. Limit on Public Discussion After Motion to Terminate Deliberation - No discussion shall be permitted after a motion, which would terminate further deliberation, has been adopted.

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13~~4~~. Council Deliberation.

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I. Presiding Officer May Deliberate - The Mayor may deliberate from the chair, subject only to such limitations of deliberation as are by these rules imposed on all members, and shall not be deprived of any of the rights and privileges as a member of the Council by reason of his/her acting as the Mayor.

II. Getting the Floor - Improper References to be Avoided - Every member desiring to speak shall address the Mayor, and upon recognition shall confine himself/herself to the question under deliberation, avoiding negative references to personalities and indecorous language.

III. Interruptions - A Council member, once recognized, shall not be interrupted when speaking unless it is to call said member to order, or as herein otherwise provided. If a member, while speaking, be called to order, said member shall cease speaking until the question or order be determined, and if in order, said member shall be permitted to proceed.

IV. Motion to Reconsider - A motion to reconsider any action taken by the Council may be made only on the date such action was taken or the next meeting of the Council. Such motion must be made by one who voted on the prevailing side, and may be made at any time or while a member has the floor and have precedence over all other motions; it shall be debatable. Nothing herein shall be construed to prevent any member of the Council from making or remaking the same other motion at a subsequent meeting of the Council or a motion to rescind.

V. Repeal or Amendment of Action Requiring More Than a Majority Vote - Any ordinance or resolution which is passed or adopted and which, as part of its terms, requires more than a majority vote of the Council in order to pass, a motion pursuant to such an ordinance or resolution shall require a vote of the same percent of the Council to repeal or amend the ordinance or resolution.

VI. Motion to Table - A motion to lay on the table is not debatable and shall preclude all amendments or deliberation of the subject under consideration. If the motion shall prevail, the consideration of the subject may be resumed only upon a motion of a member voting with the majority.

VII. Motion to Call for Question or Continue to a Date Specific - A motion to call for the question or continue the matter to a specific date shall preclude all amendments to or deliberation of the subject under consideration and is not debatable.

VIII. Statement of Position - When a motion to call for the question is adopted, each member of the Council may briefly state his/her position on the matter before roll call or call for the next item of business.

IX. Privilege of Closing Deliberation - The Council member moving the

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adoption of an ordinance or resolution shall have the privilege of closing the deliberations or making the final statement. Further, it shall be the privilege of the Mayor to close debate where the Mayor determines that further debate is not advancing deliberations.

X. Division of Question - If the question contains two (2) or more divisible propositions, the presiding officer may, and upon request of a member shall, divide the same.

XI. Second Required - All motions except for nominations and a point of order shall require a second.

XII. Miscellaneous - All other matters not covered by these rules shall be decided by a majority of the Council. Roberts' Rules of Order may be used for guidance. Further, this Resolution supersedes any prior resolutions relating to the conduct of Council meetings.

14~~5~~. Council Requests for Future Agenda Items and Other Staff Follow-Up – Under this agenda item, any Council Member may make a motion that an item be scheduled for discussion at a future City Council meeting or that staff conduct a specific follow-up task. The request must be approved by a majority vote of the Council in order to be carried out. The Council Member raising the request shall specify the type of follow-up they seek, among the following: staff provide information on a topic to Council in a memorandum; staff schedule a presentation to Council by an outside party at a future Council meeting; staff schedule a report to Council by staff at a future Council meeting; staff schedule an agenda item at a future Council meeting for staff to receive direction from Council on an issue; and staff present proposed City legislation/policy (resolution or ordinance) to Council at a future Council meeting. Council requests that staff conduct a special project that would require substantial staff time and/or substantial other City resources will be brought to Council as a future Council agenda item for staff to receive direction from Council on how to resource and prioritize the special project within the City workplan.

15~~6~~. Meetings will be adjourned at 11:00 p.m., unless Council approves a motion to extend the meeting to address specific items not yet taken up on the agenda.

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PASSED AND ADOPTED this **21st** day of **December, 2021**, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 21st day of December, 2021.

____

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Heather Bell, CMC
City Clerk

Return to Agenda

Exhibit A

RESOLUTION NO. 2021- 27

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ADOPTING REVISED CITY COUNCIL NORMS OF BEHAVIOR

WHEREAS, the City Council adopted Norms of Behavior in August 2019 subsequent to a Council teambuilding workshop in June 2019; and

WHEREAS, the City Council held a special meeting, in a workshop format, in January 2021 during which the City Council reviewed and discussed the Norms of Behavior; and

WHEREAS, based on the discussion, the meeting facilitator, Management Partners, has created a recommended revised set of norms;

NOW, THEREFORE, BE IT RESOLVED that the Pinole City Council does hereby establish the following revised set of Norms of Behavior:

1. Work for the public good, not for personal interest.
2. Empower and communicate through the City Manager.
3. Work for "win/win" solutions by striving for consensus and seeking common ground.
4. The Council's policy deliberation process will be performed in the following order: Council questions; public questions/comment; Council deliberations; motion(s); decision made by majority vote.
5. Praise Council and staff decision(s) in public and offer corrective comment(s) in private.
6. Share information with each other early in the process to avoid surprises.
7. Address one another by role and last name and shake hands once the meeting concludes.
8. Establish a structure where the Mayor calls on members.
9. Prior to a Council vote, where there may be confusion, the proposed action will be read aloud so that the entire Council is clear about what they are voting on.
10. Summaries of Council liaison (i.e., advisory committees and regional agencies) assignment meetings will be submitted to the City Clerk periodically and be included as attachments to Council agendas and reflected in the minutes.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 20th day of April 2021 by the following vote:

AYES:	COUNCILMEMBERS:	**Murphy, Salimi, Tave, Toms**
NOES:	COUNCILMEMBERS:	**None**
ABSENT:	COUNCILMEMBERS:	**Martínez-Rubin**
ABSTAIN:	COUNCILMEMBERS:	**None**

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 20th day of April 2021.

Heather Iopu, CMC
City Clerk

CITY OF PINOLE · 1903 · CALIFORNIA

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CITY COUNCIL REPORT

11B

DATE: DECEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: MARKISHA GUILLORY, FINANCE DIRECTOR

SUBJECT: PROGRAM GUIDELINES AND APPLICATION FOR SMALL BUSINESS ASSISTANCE GRANT PROGRAM

RECOMMENDATION

Staff recommends that the City Council consider the proposed program guidelines, including eligibility criteria, and grant application form for the Pinole Small Business Assistance Grant Program and provide direction to staff.

BACKGROUND

In December 2020, the City Council directed staff to implement the COVID-19 Small Business Assistance Program in response to the negative economic impact of COVID-19 on small businesses. The Council approved an appropriation of $100,000 from the General Fund unassigned fund balance to fund the program.

The program design included providing 100 grants of $1,000 each to eligible small businesses. Businesses were able to use the grant funds for any legal purpose that enabled their business to continue through the pandemic. Examples of acceptable uses include business rent or mortgage, protective and safety equipment, utilities, and employee wages and benefits.

The City received 110 applications from businesses and 76 of those were deemed eligible to receive funds. There were 34 businesses that were not eligible because they did not meet the eligibility criteria established by the program guidelines. These ineligible businesses were a variety of medical offices, realtors, accountants, and consultants which were not allowed per the program eligibility requirements. Most businesses who received assistance were personal care (i.e., hair and nail salons), restaurants, and auto repair facilities.

Due to there being fewer than 100 eligible businesses, the City issued grants in the amount of $1,315.78 to each of the 76 eligible businesses.

During a special meeting on November 6, 2021, the City Council decided to allocate another round of funding to the grant program using a portion of the funding that the City received from the federal government from the American Rescue Plan Act.

The American Rescue Plan Act (ARPA) of 2021, signed into law on March 11, 2021, is a $1.9 trillion federal economic stimulus package enacted in response to the COVID-19 pandemic. The City of Pinole has been allocated $4,605,010 from ARPA based on a formula that considered several factors, including population. According to the guidelines established by the U.S. Department of the Treasury regarding ARPA funds, government agencies will receive their allocations in two equal installments, one year apart. Pinole received its first installment of $2,302,505 in July 2021. The second installment is expected to be received one year later, in July 2022.

On October 9, 2021 and November 6, 2021, the City Council held workshops to gather input from the community on how to expend the ARPA funds allocated to the City. Respondents to a business survey and a community survey distributed by staff in advance of the workshops indicated that direct assistance to local businesses was desirable. At the November 6, 2021 workshop, the Council provided direction to staff, including the allocation of $300,000 in ARPA funding towards a small business assistance grant program, an extension of the original grant program that was launched in January 2021. The Council expressed that it wished to be involved in the development of the eligibility criteria and the application form. The purpose of this agenda item is for the Council to consider the proposed program guidelines and application form, and provide direction to staff.

REVIEW AND ANALYSIS

Staff recommends the following guidelines for the Pinole Small Business Assistance Grant Program, which are covered in the attached Draft Pinole Small Business Assistance Grant Program Guidelines (Attachment A). Staff consulted with the Bay Front Chamber of Commerce, which offered feedback and suggestions on the guidelines.

Most of the guidelines are the same as those established for the original grant program launched in January 2021. A couple of notable changes that staff is recommending the City Council to consider are reflected in item #4 below under Eligibility Criteria. Staff recommends revising the cut-off date of when the business was established from March 1, 2020 to October 31, 2021. This is to include those businesses that may have been established after the onset of the COVID-19 pandemic and have been negatively impacted. Also, staff recommends changing locally owned franchises from ineligible to eligible as some qualify as a small business and have also been negatively impacted.

1. OVERVIEW

The City of Pinole is providing direct financial assistance to small businesses using $300,000 of the funding that it received from the federal government from the American Rescue Plan Act (ARPA). The program provides a $3,000 grant to up to 100 small businesses located in Pinole that need assistance recovering from the negative economic impact of the COVID-19 pandemic. This grant program is administered by the City of Pinole and is offered on a first come, first served basis for eligible businesses.

2. GRANT AMOUNT

The City has set aside funding to provide 100 grants of $3,000 each.

3. USE OF GRANT FUNDS

Businesses can use the grant funds for any legal purpose that enables their business to continue through the pandemic. Examples of acceptable uses include business rent or mortgage, protective and safety equipment, utilities, and employee wages and benefits.

4. ELIGIBILITY CRITERIA

A business must satisfy the following criteria to be eligible to receive a grant award:

- Had a City of Pinole business license for 2021
- Was in business as of October 31, 2021 **(changed from March 1, 2020)**
- Had 20 or fewer full time equivalent (FTE) employees as of October 31, 2021
- Is in full compliance with all local, State, and federal laws, including COVID-19 related health orders
- Experienced loss of revenue due to COVID-19
- For-profit business
- Operates from a physical store front located in Pinole
    - Independent contractors that operate from a physical store front in Pinole are eligible
    - Home-based businesses are <u>not</u> eligible
- Independent business or wholly owned chain
- Local outlets of chains or franchises headquartered outside of Pinole are eligible (**previously ineligible**)
- The following business types are eligible:
    - Restaurant/bar;

  - o Personal service (beauty salon, dance, day spa, martial arts, gym, hairstylist, massage therapist, tanning salon, etc.); or
  - o Retail business

5. APPLICATION AND GRANT AWARD PROCESS

Required Documentation

For an application to be considered, the following documents must be submitted:

- Completed and signed application form
- IRS Form W-9

Application

Businesses that meet the eligibility requirements and are interested in applying for a grant must submit a completed application form with required supporting documentation. The City will accept applications from January 10, 2022 to January 24, 2022. Applications can be submitted through any of the following ways:

- Email at mguillory@ci.pinole.ca.us
- Online at www.ci.pinole.ca.us/city_government/finance
- In person, during regular business hours, at Pinole City Hall at address below:

City of Pinole
ATTN: Finance
2131 Pear Street
Pinole, CA 94564

Eligibility Confirmation

The City will screen each application to confirm the applicant's eligibility. Note that this will include verification with the City's Police Department and Code Enforcement Division that the applicant is currently in compliance with City laws. The City will communicate to each applicant whether they were confirmed to be eligible or not. The City expects to review all applications for eligibility and let all applicants know whether they are eligible by February 11, 2022.

Award of Grants

The City has set aside funding to provide 100 grants of $3,000 each. If more than 100 eligible businesses apply, 100 recipients will be selected through a lottery. If fewer than 100 eligible businesses apply, the City may provide grants of greater than $3,000 to each business. The City expects to communicate to all eligible businesses whether they will receive a grant or not, depending on the lottery, and the amount, by February 16, 2022.

Disbursement

The City expects to disburse grants, in the form of a check, to recipients by February 16, 2022. Recipients will need to have a City of Pinole business license for 2022 to receive their disbursement.

GRANT APPLICATION FORM

To determine eligibility, businesses will be required to complete the COVID-19 Small Business Assistance Grant Program Application Form and submit it along with the other required documentation listed above. Applications will be made available in paper form and electronically.

At the November 6, 2021 ARPA workshop, the City Council expressed its desire to be involved in the development of the eligibility criteria and application form. For Council consideration, a draft application from is included with this report as Attachment B. The application form is very similar to the one established for the original business grant program. One notable change is a new question added on page 2, “If your business is an individually owned franchise, have you received any corporate assistance?”.

PROPOSED TIMELINE

Action	Due Date
Draft Program Guidelines and Application Form presented to the City Council for consideration and direction to staff	December 21, 2021
Program Guidelines and Application Form finalized based on City Council direction	January 5, 2022
Application period for small businesses to apply for a grant	January 10-24, 2022
Applicants notified of whether they are eligible to receive a grant or not	February 7, 2022
Applicants notified if they will be awarded a grant or not	February 11, 2022
Checks mailed to businesses that received a grant award	February 16, 2022

FISCAL IMPACT

There is no fiscal impact as a result of receiving this report. At the November 6, 2021 workshop, the City Council approved $300,000 of the ARPA funding to go towards the small business assistance grant program. The funds have been appropriated in the ARPA fund.

ATTACHMENTS

A – Draft Pinole Small Business Assistance Grant Program Guidelines
B – Draft Pinole Small Business Assistance Grant Program Application Form

ATTACHMENT A

City of Pinole
COVID-19 Small Business Assistance Grant Program Guidelines - DRAFT

1. OVERVIEW

The City of Pinole is providing direct financial assistance to small businesses using $300,000 of the funding that it received from the federal government from the American Rescue Plan Act (ARPA). The program provides a $3,000 grant to up to 100 small businesses located in Pinole that need assistance recovering from the negative economic impact of the COVID-19 pandemic. This grant program is administered by the City of Pinole and is offered on a first come, first served basis for eligible businesses.

2. GRANT AMOUNT

The City has set aside funding to provide 100 grants of $3,000 each.

3. USE OF GRANT FUNDS

Businesses can use the grant funds for any legal purpose that enables their business to continue through the pandemic. Examples of acceptable uses include business rent or mortgage, protective and safety equipment, utilities, and employee wages and benefits.

4. ELIGIBILITY CRITERIA

A small business must satisfy the following criteria to be eligible to receive a grant award:

- Had a City of Pinole business license for 2021
- Was in business as of October 31, 2021
- Had 20 or fewer full time equivalent (FTE) employees as of October 31, 2021
- In full compliance with all local, State, and federal laws, including COVID-19 related health orders
- Experienced loss of revenue due to COVID-19
- For-profit business
- Operates from a physical store front located in Pinole
  - Independent contractors that operate from a physical store front in Pinole are eligible
  - Home-based businesses are <u>not</u> eligible
- Independent business or wholly owned chain

    - Local outlets of chains or franchises headquartered outside of Pinole are eligible
- Independently owned franchise
- The following are eligible:
    - Restaurant/bar;
    - Personal service (beauty salon, dance, day spa, martial arts, gym, hairstylist, massage therapist, tanning salon, etc.); or
    - Retail business

5. APPLICATION AND GRANT AWARD PROCESS

Required Documentation

For an application to be considered, the following documents must be submitted:

- Completed and signed application form
- IRS Form W-9

Application

Businesses that meet the eligibility requirements and are interested in applying for a grant must submit a completed application form with required supporting documentation. The City will accept applications from January 10, 2022 to January 24, 2022. Applications can be submitted through any of the following ways:

- Email at mguillory@ci.pinole.ca.us
- Online at www.ci.pinole.ca.us/Finance/
- In person, during regular business hours, at Pinole City Hall at address below:

City of Pinole
ATTN: Finance
2131 Pear Street
Pinole, CA 94564

Eligibility Confirmation

The City will screen each application to confirm the applicant's eligibility. Note that this will include verification with the City's Police Department and Code Enforcement Division records that the applicant is currently in compliance with City laws. The City will communicate to each applicant whether they were confirmed to be eligible or not. The City expects to review all applications for eligibility and let all applicants know whether they are eligible by February 7, 2022.

Award of Grants

The City has set aside funding to provide 100 grants of $3,000 each. If more than 100 eligible businesses apply, 100 recipients will be selected through a lottery. If fewer than 100 eligible businesses apply, the City may provide grants of greater than $3,000 to each business. The City expects to communicate to all eligible businesses whether they will receive a grant or not, depending on the lottery, and the amount, by February 11, 2022.

Disbursement

The City expects to disburse grants, in the form of a check, to recipients by February 16, 2022. Recipients will need to have a City of Pinole business license for 2022 to receive their disbursement.

6. ADDITIONAL INFORMATION

For additional information, please visit the City of Pinole COVID-19 Small Business Assistance Grant Program webpage http://bit.ly/COVIDassistanceprogram or contact Markisha Guillory at mguillory@ci.pinole.ca.us or 510-724-9823.

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City of Pinole
COVID-19 Small Business Assistance Grant Program Application - DRAFT

Business Information

Business Name:

____

Business Owner Name:

____

Business Location Address:

____

Business Owner Mailing Address:

____

Business Owner Phone: __________________________________

Business Owner Email: ___________________________________

Independent Contractor: Yes ____ No ____

Number of employees at all Pinole locations: ________

Date Established: ____

City of Pinole Business License Number: __________________________________

Business Type: ____

Primary Business SIC Code(s): ____

Description of Lost Revenue

Describe the revenue that your business has lost due to COVID-19:

____

____

- Attach documentation illustrating loss of revenue due to COVID-19
- Attach copy of IRS Form W-9

Other Information

Does not impact eligibility for the Pinole Small Business Assistance Grant Program

Indicate any form of government assistance your business has received related to COVID-19:

A. Economic Injury Disaster Loan (EIDL) Yes ___ No ____ Did not apply ____
B. Paycheck Protection Program (PPP) Yes ___ No ____ Did not apply ____
C. Pinole Small Business Assistance Program Yes ___ No ____ Did not apply ____
D. Other government assistance received:
____

If your business is an independently owned franchise, have you received any corporate assistance?

Yes ____ No ____

If "Yes," briefly explain:

____

____

____

Indicate primary intended use of Pinole Small Business Assistance Grant Program funds:
A. Business rent or mortgage Yes ____ No ____
B. Protective and safety equipment Yes ____ No ____
C. Utilities Yes ____ No ____
D. Employee wages and benefits Yes ____ No ____
E. Other:
____

Have you fully reopened your business after stay-at-home orders ended?

Yes ____ No ____

If "No," briefly explain:

____

____

____

Owner Attestation

I hereby certify the truth of this application, confirm that my business is in full compliance with all local, State, and federal laws, including COVID-19 related health orders, and acknowledge that any false statements in it shall, at the City's option, result in automatic invalidation of the action based thereon.

Owner Signature: ________________________________ Date: ____________________

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CITY COUNCIL REPORT

11C

DATE: DECEMBER 21, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: LILLY WHALEN, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: PROGRAM DESIGN CONSIDERATIONS FOR COMMUNITY DIGITAL GIFT CARD PILOT PROGRAM

RECOMMENDATION

Staff recommends that the City Council review the proposed program design for the Pinole Community Digital Gift Card Pilot Program ("Pilot Program") and provide direction to staff on implementation.

BACKGROUND

The American Rescue Plan Act (ARPA) of 2021, signed into law on March 11, 2021, is a $1.9 trillion federal economic stimulus package enacted in response to the COVID-19 pandemic. The City of Pinole has been allocated $4,605,010 from ARPA based on a formula that considered several factors, including population. According to the guidelines established by the U.S. Department of the Treasury regarding ARPA funds, government agencies will receive their allocations in two equal installments, one year apart. Pinole received its first installment of $2,302,505 in July 2021. The second installment is expected to be received one year later, in July 2022.

On October 9, 2021 and November 6, 2021 the City Council held workshops to gather input from the community on how to expend the ARPA funds allocated to the City of Pinole and consider preliminary staff recommendations on the expenditure of ARPA funds. Respondents to the business survey and community survey distributed by staff in advance of the workshops indicated that direct assistance to local businesses and residents in the form of community gift cards was desirable. At the November 6, 2021 workshop the Council provided direction to staff, including the allocation of $100,000 in ARPA funding, towards a pilot community gift card program. This report discusses the Pilot Program design options and seeks direction from the Council on implementation of the program.

REVIEW & ANALYSIS

There has been an increased interest in community digital gift card programs by local jurisdictions during the coronavirus pandemic as a low-cost way to both stimulate the local economy and provide some additional savings to residents in need while shopping locally.

Community digital gift card programs allow anyone to purchase gift cards that are only accepted at local businesses. These programs are designed to promote local businesses, encourage shopping and dining at local businesses, and incentivize residents to resume and continue their patronage of local businesses. Many digital gift card platforms also allow local jurisdictions to provide program subsidization in the form of “bonus gift” campaigns. For example, a city may offer $25 in bonus money (subsidized by the city) with the purchase of a $50 gift card (initial investment by the community member). These bonus gift programs offer an added incentive for community members to shop locally and ensure their dollars stay in the community, all while saving money on local goods and services. This in turn generates additional sales revenue for local businesses.

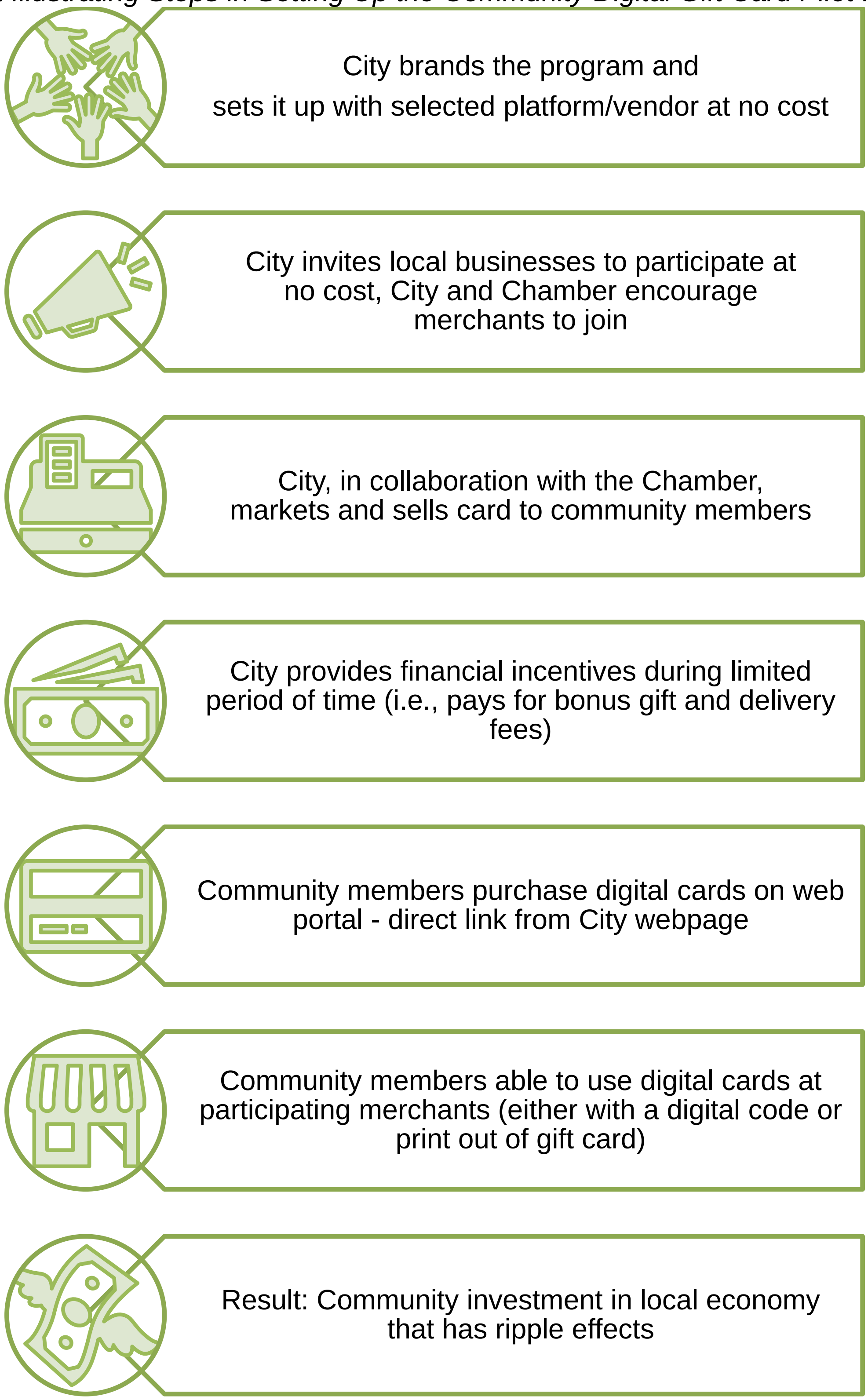
The digital gift “card” is typically a code or digital voucher, either emailed or texted to the recipient, and redeemed only at participating businesses. The local jurisdiction has control over which merchants are invited to participate in the program and can limit the program to as many or as few merchants as desired, ensuring that the money invested will stay in the local economy. Similarly, the local jurisdiction has control over the level of promotional bonus gift incentives to offer and can monitor the success of the program in real time by viewing the dollar amount and number of gift card purchases and where those monies were spent in the community. Across the nation community gift card programs have been popular, especially during the COVID-19 pandemic, in providing additional purchasing power to residents and customers to local businesses.

The City, as the Pilot Program sponsor, would be responsible for setting up a digital gift card program. This includes branding and marketing, selecting and inviting merchants to participate, deciding on specific incentives to offer, collaborating with the Chamber of Commerce and other community organizations on advertising the program to both the business and the resident community, and monitoring success of the program. The merchant’s role in the program includes taking the necessary steps to enroll in the program (which varies depending on vendor), participating in advertising the program at their brick-and-mortar locations and accepting gift cards towards purchases (usually by scanning QR codes or manually entering the ID into their point-of-sale system). The gift card platform/vendor’s responsibility is assisting the City in setting up the program, training staff and merchants, and hosting the web portal which both allows the consumer to make gift card purchases and see which merchants accept the cards.

At its special workshop on November 6, 2021, the City Council directed staff to appropriate $100,000 of ARPA funds to implement a pilot community gift card program.

See **Figure 1** below for a visual depiction of the steps required to set up a community gift card program.

Figure 1: *Chart Illustrating Steps in Setting Up the Community Digital Gift Card Pilot Program*



Recommended Program Design

With the input provided from a local business survey and a community member survey the Council directed staff to develop a pilot community gift card program that would be used to both provide assistance to businesses as well as aid households in need. The goal of aiding local businesses would be accomplished through a “shop local” campaign, whereby community gift cards can be spent at a curated list of merchants in Pinole. This campaign would involve partnership with a marketing professional and the Bay Front Chamber of Commerce and use of ARPA funds to cover vendor fees and promotional bonus gifts. A substantial tangential benefit to all community members who purchase digital cards during the bonus gift promotion is more purchasing power at their local retailers, restaurants, and personal service providers.

The goal of helping households in need would be accomplished through an additional needs-based discount on community gift cards. This portion of the program could involve reaching out to households in the City’s Affordable Housing Programs and community members who utilize Senior Center and Tiny Tots services. Additionally, the City could partner with the Contra Costa County Employment and Human Services Department to identify and reach out to qualifying Pinole households that may be in need.

Based on the research and analysis done to date, staff is recommending the program design parameters below.

1. Community Gift Card Platform/Vendor

City staff researched and interviewed three community gift card platforms (Giverrang, Yiftee and Factor4) and believes that Yiftee is the best platform for Pinole’s Pilot Program. Yiftee is a Bay Area company that began in 2012 and currently operates community gift card programs throughout the nation. In Contra Costa and Alameda Counties, Yiftee currently partners with Alameda, Berkeley, Brentwood, Concord, El Cerrito, Fremont, Hayward, Martinez, Pleasanton, and San Leandro. Yiftee has an extensive customer service portal, which includes videos on how to set up the program, program benefits, FAQ sections and a community card portal which monitors eGift card activity for consumer card purchases.

Similar to other gift card program vendors, the fees collected by the vendor Yiftee to support the program are not paid for by participating merchants or the City but are paid for by the purchaser of the gift card, the consumer. This fee is assessed in the form of a “delivery fee”, equal to $1.00 per digital gift card plus 5% of the purchase amount upon purchase. For programs that offer additional incentives, such as a bonus gift, there is also a $1/bonus gift fee (irrespective of bonus gift value), which would be assessed to the City.

Yiftee pays credit card processing costs on the purchase, and therefore there is not an additional cost to the merchants in terms of paying for the service and distribution channels. Additionally, Yiftee offers a feature for merchants to define special offers independent of any City incentives, in order to drive business, such as "spend your Pinole card here and get you 2-for-one-lattes after noon." Redeeming a gift card with Yiftee does require the merchant to be able to accept credit cards and therefore cash-only businesses would not be able to participate in the program.

Staff consulted with the Bay Front Chamber of Commerce and learned that most Pinole businesses have the ability to accept Visa, Mastercard, Discover and American Express through either their traditional credit card system or app-based systems (e.g., Square or PayPal), and therefore, this is not anticipated to be a deterrent to program access.

Therefore, with the exception of the ARPA funding, the Program does not require any financial investment from the City or participating merchants, and the City could continue the Program as long as it is desired by the Council and community without a fiscal impact to the City.

2. Financial Support

Staff recommends that City financial support for the Pilot Program, utilizing $100,000 in ARPA monies, include:

- Funding the $1 + 5% delivery fee (purchaser fee) and the $1/bonus gift fee
- Financially supporting a bonus gift card to incentive use of the program and provide a benefit to all community members
- Financially supporting a further discount to eligible low-income populations
- Branding costs associated with development of the “shop local Pinole” campaign
- Marketing costs for advertisement and promotion of the program and related to the point-of-sale signage and posters for participating businesses

The following table provides a breakdown, by various gift card denominations, of the total monies that would be invested in the local economy per gift card purchase, in addition to the vendor fees per purchase.

Funding Source	*Community/ Residents*	*ARPA funds*			
	Gift Card Purchase Amount	**Standard Yiftee Delivery Fee - $1 + 5% purchase cost**	**Yiftee Bonus Gift Fee - $1/bonus gift (irrespective of amount)**	**Bonus Gift Amount**	**Total Monies Invested in Local Economy Per Purchase**
	$25.00	*$2.00*	*$1.00*	*$12.50*	*$37.50*
	$50.00	*$3.50*	*$1.00*	*$25.00*	*$75.00*
	$100.00	*$6.00*	*$1.00*	*$50.00*	*$150.00*
	$150.00	*$8.50*	*$1.00*	*$75.00*	*$225.00*

3. Shop Local Program Bonus Gift Incentive

Many communities are integrating a bonus gift incentive to the community to encourage success of their programs and amplify infusion of dollars into the local economy. For example, Berkeley’s current promotion is $25 in bonus gift card cash for those who purchase a minimum $100 gift card and Concord's promotion is a bonus card worth half the value of the purchased amount, for set amounts. Pinole has the discretion to set the level of incentive appropriate to our community, in addition to limits on purchase per customer. Staff is proposing the following incentive system to pilot with the Program, which will be available to all purchasers of community gift cards:

- Buy a gift card valued at greater than $20 and receive a bonus gift card equal to **half the value** purchased, with a maximum purchase limit of $200 per card with the promotion
- A limit of 5 cards per customer
- Bonus gift cards expire 90 days after purchase (any expired unspent bonus gift funds would be returned to the City for redistribution after a restocking fee)
- All purchasing and delivery fees will be paid for by the City during the Pilot Program, while funds remain (first come first served)

Under this proposed promotion each customer would be able to benefit proportionally, depending on how many dollars they spend on the gift card.

4. Need-Based Component/Target Population

An additional discount on community gift cards could be provided through the program to assist low-income households in need. Staff recommends that an additional discount be provided in the form of a buy one, get one. For example, a qualifying customer could purchase a $100 gift card with a $50 investment of their own funds and a $50 investment from the City's ARPA funds. Staff is proposing the following needs-based system to pilot with the Program:

- Buy a gift card valued at greater than $20 and receive a bonus gift card equal to **the entire value** purchased, with a maximum purchase limit of $200 per card with the promotion
- A limit of 5 cards per customer
- Bonus gift cards expire 90 days after purchase (any expired unspent bonus gift funds would be returned to the City for redistribution after a restocking fee)
- All purchasing and delivery fees will be paid for by the City during the Pilot Program, while funds remain (first come first served)
- To qualify, customers must be low-income residents of Pinole

To assist with determining income eligibility the City may utilize the 2021 California State Income Limits[1], which are used routinely to determine applicant eligibility for a variety of programs based on the level of household income. Staff recommends the City limit the need-based target populations in this Pilot Program to those Pinole residents which earn no more than the low income category, as shown in **Table 2** below.

[1] https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/income-limits-2021.pdf

***Table 2**: Contra Costa County 2021 Low Income Limits*

Number of Persons in Household:	1	2	3	4	5	6	7	8
Maximum Annual Household Income	$76,750	$87,700	$98,650	$109,600	$118,400	$127,150	$135,950	$144,700

Staff recommends a light vetting process to determine eligibility. This could occur, for example, through a confidential electronic self-certification that a needs-based participant meets the eligibility requirements. Staff does not recommend an intensive formal application or heavy verification/screening process, which would increase administrative costs and may discourage some residents from participating.

Reaching this target population could include sending special communications to households in the City's Affordable Housing Programs and community members who utilize Senior Center and Tiny Tots services. Additionally, the City could reach out to the West Contra Costa Unified School District and/or the Contra Costa County Employment and Human Services Department and their partners to identify and connect with qualifying Pinole households that may be in need.

5. Eligible Businesses

A key component of the program will be to identify the businesses the City would like to initially invite to participate in the Pilot Program. The City has a total of 1,213 active business licenses. This count includes all businesses located in Pinole, including offices, home businesses, rental property owners and large chain retailers. A main objective of the Pilot Program is supporting small, local business in Pinole. According to the US Chamber of Commerce, an average of two-thirds of every dollar ($0.67) spent at small businesses in the U.S. stays in the local community. Additionally, every dollar spent at small businesses creates an additional 50 cents in local business activity as a result of employee spending and businesses purchasing local goods and services.

The California Government Code defines a "small business" as:

> *an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars ($10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees.*

In 2020 the City provided grant assistance to small businesses due to impacts from COVID-19. Staff reviewed the criteria used for qualifying businesses applying to the 2020 Pinole Small Business Grant Fund Program, as a starting point for a discussion of the eligibility criteria for local businesses to participate in the Pilot Program. The criteria included limiting qualifying businesses to those for-profit businesses operating from a physical storefront with 20 or fewer full time equivalent employees as of March 1, 2020 and either independently operated or locally-owned chains (i.e., local outlets of chains or franchises headquartered outside of Pinole were not eligible).

In addition to establishing thresholds for "small business" qualification in the Pilot Program, the Bay Front Chamber of Commerce has offered that the Council consider including only a subset of local businesses who were either temporarily forced to close or change their business model during the pandemic in the initial Pilot Program.

With consideration of the Chamber's input, Staff is recommending the following parameters for business participation in the Pilot Program:

- Is a for-profit business in one of the following categories:
    - Retail
    - Restaurant/Cafe
    - Personal Services limited to the following only:
        - hair stylists
        - barbers
        - estheticians
        - massage therapists
        - gyms, photographers
        - nail salons
        - dry cleaners
        - tanning salons
        - pet groomers
        - fitness/specialty studios including martial arts, yoga, dance, and music
- Operates from a physical storefront (home-based businesses are not eligible)
- Maintains a current City business license
- Has no open code enforcement actions
- Has 20 or fewer full time equivalent employees as of December 1, 2021
- Is either independently owned/operated or a locally-owned chain (i.e., local outlets of chains or franchises headquartered outside of Pinole are not eligible)

If the Council is interested in fine-tuning the criteria for chain businesses and/or franchises to include "smaller" chains, the Council may consider allowing participation in the Pilot Program from chains or franchises headquartered outside of Pinole, but establishing additional thresholds, such as a cap on gross receipts or a limit on the number of total locations outside of Pinole.

6. Marketing

Marketing is an essential component to the Pilot Program. The City needs to market the availability of the gift cards to the public. The marketing strategy starts with the branding of the program. Staff recommends the City work with a local marketing/graphic designer in order to develop an identity for the program including graphics and tag lines, and assist with a marketing and distribution strategy. At a minimum the program would be marketed on social media, flyers, posters, and window clings displayed in the storefronts of participating merchants, at community events, via the local press/media, through the Bay Front Chamber of Commerce and through a postcard mailed to each residence in Pinole.

The web portal, provided by the Yiftee platform and customized with Pinole’s branding, will be used as the landing page to detail the program, showcase participating merchants, highlight the incentive/bonus gifts, and allow customers to make gift card purchases. The web portal would be linked from the City’s website.

At no cost, Yiftee provides the City with template marketing documents, press releases, flyers and social media posts that can be customized and distributed. At a cost of $500 Yiftee also offers a marketing kit for up to 100 merchants that includes window clings, table tents and takeaway cards.

The City is in the midst of developing an economic development strategy, which will include branding and programs to support small businesses. City staff would consult with the firm developing the strategy, The Natelson Dale Group, to ensure that branding for the Pilot Program is done in a way that is complementary to what the City will likely do on branding pursuant to the economic development strategy.

7. Community Support Partners

It is anticipated that the City will partner with the Bay Front Chamber of Commerce to promote the program to the Pinole community, including businesses and residents, and assist businesses to register with the program. The City may also reach out to the Contra Costa County Employment and Human Services Department and their partners to identify and connect with qualifying Pinole households that may be in need.

8. Expiration of Program

Staff recommends that the Council consider receiving an update on the success and challenges of the Pilot Program after three to four months of program official launch, in order to fine tune the Program if required. The Council may consider additional allocation of APRA funding based on the success of the program. Metrics to measure success of the program could include:

- The rate of sales of gift cards verses the rate of expenditure of cards (are the cards being used?)
- The total amount of gift cards sold (is marketing the program effective?)
- The breakdown in gift card value/denominations (what values are most popular? Perhaps bonus gift money could be adjusted to encourage sales)
- Where the cards are being spent (are they all in certain business categories, or distributed throughout the community?)
- Total cash infusion into the local economy

Although the purchase amount of the gift cards does not expire[2], staff also recommends that in order to expeditiously circulate the funds into the local economy, that the bonus gift cards expire after 90 days of the initial purchase. Expired bonus gift card funds then can be recirculated to the community. Since there is no cost to the City or participating businesses to continue with the program after ARPA funds have been spent there may be a significant benefit to continue to host and promote the program even when bonus funds are not available.

9. Program Administration and Implementation

City staff would administer the program. Under the current, preliminary timeline, staff is anticipating developing and implementing the program as follows:

Month Year	Activities	Entity Responsible
December 2021	Program Design Parameters Approved	City Council
	Contracts Executed	Staff/Yiftee Staff/Graphic Designer
	Merchant List Curated	Staff
January 2022	Branding Work Completed Marketing Strategy Developed	Staff/Graphic Designer
	Web Portal Built Out	Staff/Yiftee
	Outreach to Merchants and Enrollment in Program	Staff/Chamber/Yiftee
February 2022	Program Launches	Staff/Yiftee
	Marketing Strategy Deployed Website Goes Live Press Notified Social Media Blasts Storefront Displays Installed Postcards Mailed	Merchants/Staff/Chamber Coordination with County Services
March 2022	Program Promoted and Monitored for Success	Staff
April 2022		
May 2022		
June 2022	First Bonus Gift Cards Expire	90 days after sale
	Update to Council on Status of Program	Staff/City Council

FISCAL IMPACT

The direct financial impact to the City of Pinole will be the amount of funds the Council elects to fund the program. Pursuant to the staff recommended program design parameters, the City's costs to develop and manage the program are categorized as follows:

[2] Yiftee's terms of service include a $3.00 fee to be deducted monthly from eGift balance starting 1st day after 12 consecutive months of inactivity. Activity means any action resulting in a change in eGift balance, other than fee imposition, or adjustment due to error or prior transaction reversal.

- **Marketing** the program to residents and community members
- **Incentivizing** purchase of gift cards by:
  - offering customers promotional bonus gift monies (buy one, get one half off)
  - paying the Yiftee delivery fee of $1 per card plus 5% of the purchase cost of the card
  - paying the bonus gift fee of $1 per card
  - offering a further discount to eligible low-income populations
- **Marketing and Branding** costs associated with development of the “shop local Pinole” campaign
- **Printing and Postage** costs for advertisement and promotion of the program and related to the point-of-sale signage and posters for participating businesses
- **Investing** staff time in developing the program, assisting merchants in registering, marketing the gift cards to residents, monitoring the program for success and recommending areas of improvement

The Council has initially funded the Community Digital Gift Card Pilot Program using $100,000 of ARPA funds. As the delivery fee is a function of the number of cards sold and the individual value of the gift cards, it is hard to provide exact budgeting amounts for the vendor service fees. Assuming $15,000 is spent on marketing/distribution efforts, and gift cards are evenly bought between different card values, Staff estimates the budget for this program to be distributed as follows:

Item	Amount
Estimated Bonus Gift Monies	$68,000
Estimated Vendor Service Fees	$17,000
Design & Marketing	$3,000
Printing and Postage	$12,000
Total	$100,000

ATTACHMENT(S)

A. Yiftee Slide Deck
B. Yiftee Agreement

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ATTACHMENT A

Community Cards

Pandemic recovery and beyond!

giftee™

Keep local dollars local

Small Businesses Need Help

Small businesses = 99% of US businesses, 60M US jobs

½ of the private sector workforce

Hard hit by pandemic

160k-300k closed April – Sept 2020 (srcs: Yelp, Univ CA Santa Cruz)

As many as 1 in 5 closed by YE 2020 (src: National Federation of Independent Businesses)

Recovery will take time

It took 6 yrs. to recover from 2008-09 recession (src: McKinsey and Co.)

Trend: Enlisting communities in the recovery

Via public-private partnerships

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A Community Card Is…

A digital gift card that unites business, consumers and local merchants

How it works

- Multi-use paper or digital gift card, lives on your phone, any value >$5
- Works at any number of different merchants in a community
- Merchants opt-in to the program at no cost
- Consumers give them as gifts to family and friends via email or text
- Businesses give them as employee rewards, marketing programs, survey incentives, contests, customer appreciation/recovery, etc.
- Cards do not expire. Yiftee provides customer support and security

"Gives back" to local communities

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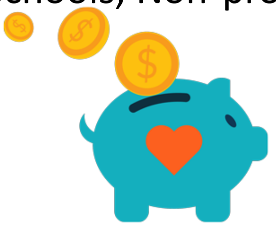
Community Card Buyers

Employee Rewards, Customer Appreciation	Consumer Deals, Offers, Loyalty	Gifting	Fund Raising Schools, Non-profits	Bulk Purchase
				

Available to companies & individuals via web page, web links, enterprise app, Facebook

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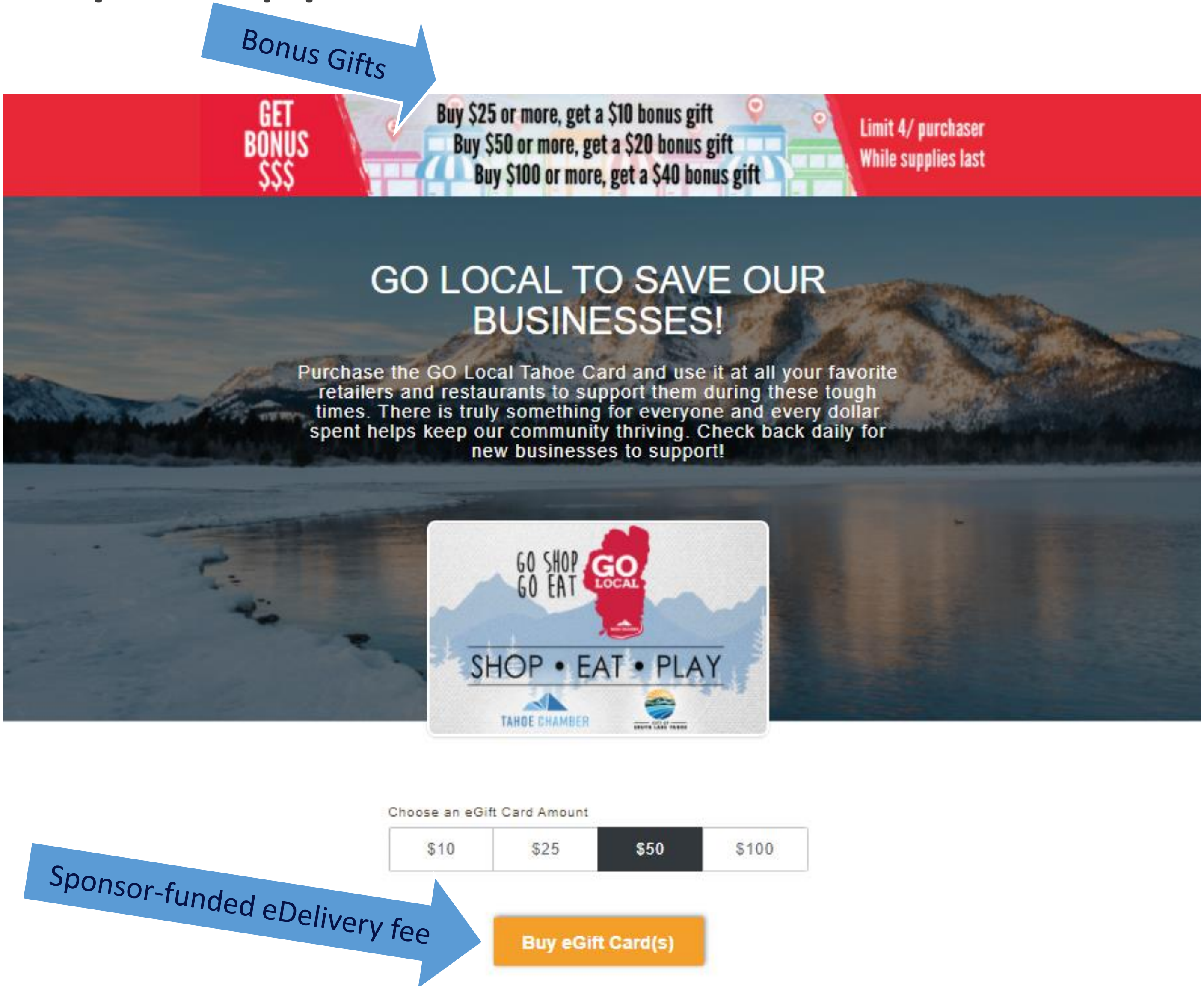
Sponsorships Support Local Businesses

Local employers, city, state & federal funding, professionals, community groups and others can give gifts and/or sponsor a bonus gift program.

Impact to local business is multiplied by consumers purchasing cards.

eDelivery fee discounts available for bulk purchases.



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Recognizing Community Sponsors

Sponsor Recognition

Sponsors may cover eDelivery fees, bonus gifts, gift purchases, marketing costs, etc.

Recognized on eGift page, PR, social media, website, etc.

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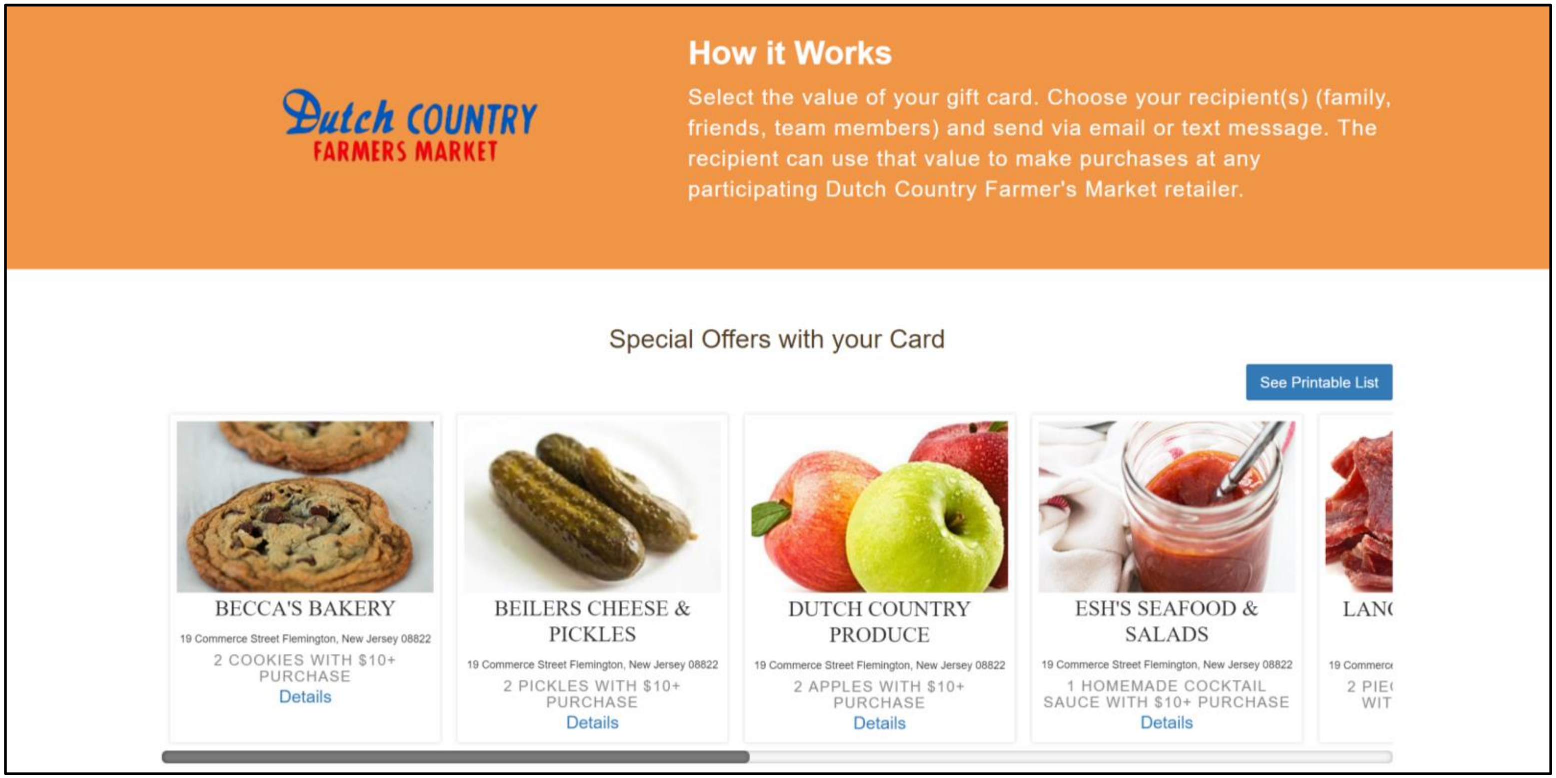
Powered by

Bonus Offers Sweeten the Pot (Optional)

Participating merchants can make Bonus Offers for people to use their Cards in their stores. This attracts people to buy the cards for self-use.



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Redeeming Your eGift Community Cards

Multi-use, unique-to-this-gift digital MasterCard, redeemable only at participating merchants

MasterCard validates transaction

Any merchant that takes MasterCard can participate. Key in codes to redeem (like a phone order)

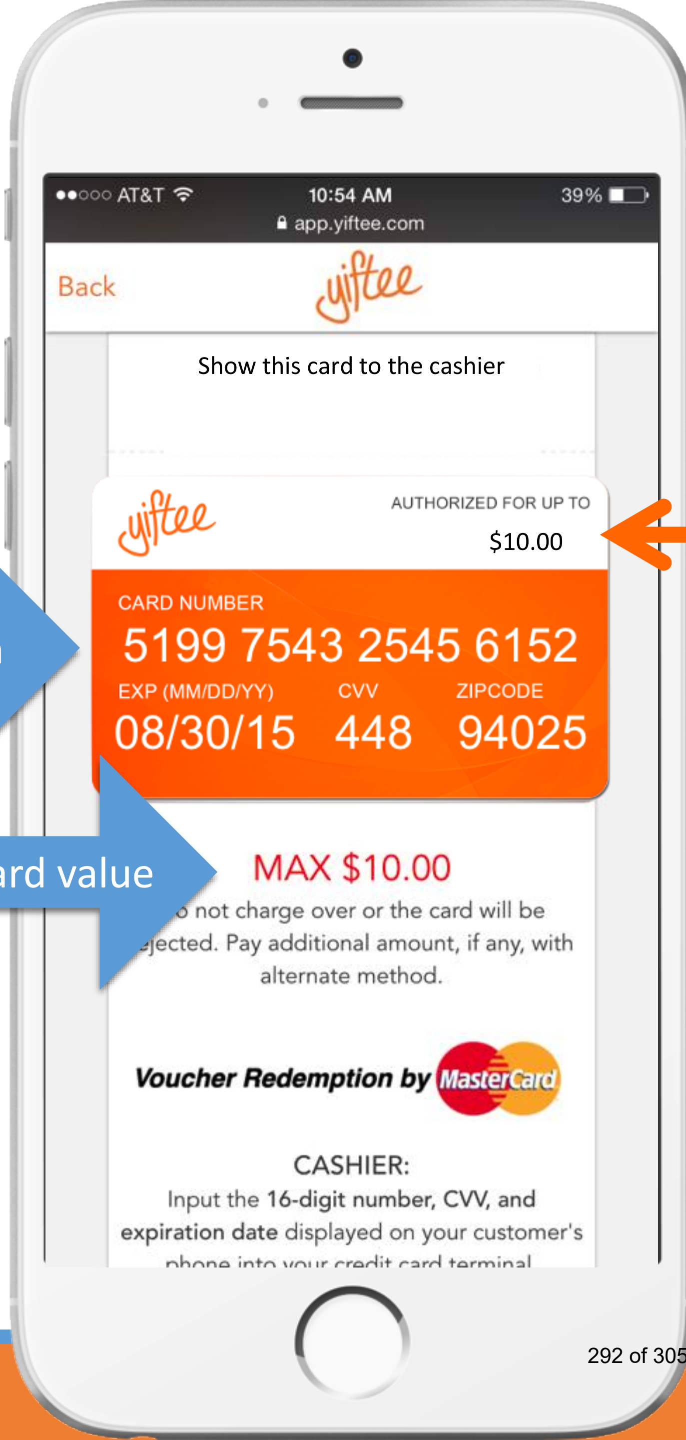
Do not exceed card value

Reconciled by normal MC bank. CNP interchange fees apply on redemption

No App required on phone to redeem, Yiftee sends monthly reminders. Gifts can be printed

eGift Card DEMO

Text the word “smitten” to: (855) 890-2028



Refreshes to current balance

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Simple to Deploy:
No external hardware, terminals or integration

Buyer

Buys online eGC at face value of card

Recipient

Uses eGC at Merchant

Merchant

Process eGC as any other MC transaction

Takes payment, holds payment in escrow

Customer presents digital or printed voucher in store, Merchant processes as CNP transaction

MasterCard pays Merchant, Yiftee pays MasterCard

Normal funds settlement for merchants; no funds transfer or liability for organizer; no fraud risk for merchants or organizer

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How to Get Your Own Community Card

Custom branded to your community

Optional: secure interest from sponsors to fund marketing programs

1) Secure interest from residents, companies, realtors, schools, non-profits, etc. to use for gifting, fund raising, visitors, customer appreciation, employee rewards, etc.

2) Secure interest from merchants to participate – no cost other than credit card (CNP) processing fees paid on redemption

3) Yiftee will set up account then you upload list of participating merchants. They simply run “Activation card” which is a $0.10 Mastercard on their PoS to opt-in

4) Cost summary: $1+5% of gift value "eDelivery fee" paid by gift sender at time of purchase. Periodic reminders to use will be sent when possible to gift recipient. Subject to local laws, Yiftee may apply inactivity fees after 12 months of no redemption activity. Gifts do not expire unless sent by a business as a promotion or award in which case an expiration date up to a year from time of issuance may be applied. If gifts expire, Yiftee retains 10% of gift value and the remaining balance is rebated to sender.

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Summary: Community Cards Strengthen Communities

Simple to deploy, no hardware or integration, zero fraud risk

- Anyone that takes Mastercard can participate
- No backoffice administration needed
- Always available to consumers on their phones or printed

Large employers and organizations jumpstart gift sales

- Employee rewards, holiday gifts, welcome gifts, surveys, marketing, wellness…
- Fund raising campaigns with specific merchants who offer discounts
- Bulk card purchases made easy

No set-up costs, no monthly costs, $1+5% eDelivery fee per card

You can get "sponsors" for the card like a local bank to cover eDelivery fee, Buy-One-Get-One bonus gifts, marketing costs and/or charitable contributions

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Who is Yiftee?

What we do: Community eGift cards and promotions bringing new revenue to small businesses in cities, towns, downtowns and main streets. Employers, professionals and consumers buy them to keep local dollars local.

Customers: 250+ communities, 12,000 merchants. Key partnerships with Mastercard, city gvmts, chambers of commerce, downtowns, main streets.

Business model: Service is free to organizers and merchants. Yiftee is paid by card buyers who purchase cards to support their local businesses.

Launch date: December 2012

Location: Menlo Park, CA, customers nationwide

Services: Community cards, eGift cards, digital promotions, payment processing, security and end user customer and merchant support.

Powered by yiftee

Case Studies

"Yiftee is the best thing we've experienced!"
- Alexis@Bedrock Development, Detroit

Com-munity	Launch Date	$ Sold	# Merchants	# Cards (as of 3/29/21)
Detroit, MI Pop: 673k	11/2017	$2.97M	100	33,300
Dayton, OH Pop: 141k	12/2020	$97k	71	3,500
North Bay Village, FL Pop: 8k	11/2020	$79k	10	800

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Thank You!

Donna Novitsky, Yiftee CEO

donna@yiftee.com

Appendix: Merchant FAQ's

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Q: Is there a deadline to participate?
A: We are planning a launch on ??? to introduce the Card to the community. Sign up before then so that you are a part of the launch program and get this incremental business.

Q: How do I process the eGift Card?
A: Process it as a credit card (not debit or gift card) and key in the transaction like a phone order. Mastercard will validate. Do not go over the value of the card or the transaction will be declined. If this happens, start over and charge equal or less than the card value.

Q: What if the purchase is for more than the eGift Card value?
A: Run the eGift Card for the remaining balance on the card, and ask the customer for a different form of payment to cover the rest of the transaction.

Q: What do I do if the eGift Card is 'declined'?
A: The transaction is declined if you try to redeem more than the value of the card, or if any of the redemption information is mis-typed. Start the transaction over with the correct value and info.

Q: Does the eGift Card function as a 'pre-paid' credit card regarding automatic tipping hold-backs?
A: No. It can be redeemed for the full value. We do not recommend allowing tipping on the card because it is a prepaid card.

Q: Since the eGift Card is like a Mastercard, can it be redeemed anywhere?
A: No. They can only be redeemed at participating locations.

Q: Is there a fee to purchase the eGift Card?
A: The gift sender pays $1.00 plus 5% of the gift value. The gift recipient gets 100% of the gift value. The store is paid the full value of the card, less their normal card-not-present Mastercard fee.

Q: Can the eGift Card be used more than once?
A: Yes. They are multi-use and the current balance and expiration date are always reflected on the digital voucher. Recipients receive monthly reminders to redeem.

Q: Can I apply a refund to the eGift Card?
A: Yes. Refunds can be applied to a valid (unexpired) card just as you would to a credit card.

ATTACHMENT B

Community Card Customer Agreement

THIS AGREEMENT (the "Agreement") is made effective as of __________, 2021 (the "Effective Date") by and between Yiftee Inc., a Delaware corporation, with an address at 325 Sharon Park Drive #215, Menlo Park, CA 94025 ("Yiftee") and ____________________________________ with an address at ____("Customer"). The parties agree a follows:

1. Definitions.

1.1 "Merchant" means a merchant, prospect or other contact who sells goods or services that may be using or desire to use Yiftee Services to redeem eGifts.

1.2 "Participant" means a Merchant who has opted to participate in a Community Card by running an Activation Card and agreeing to the Merchant Agreement.

1.3 "Yiftee Services" means Yiftee's gift-giving platform. It is the technology foundation for Community Cards.

1.4 "Purchaser" means a person or entity that purchases or redeems eGifts.

1.5 "eGift" means a digital virtual gift voucher used as payment for goods or services at a Participant.

1.6 "Offer" or "Offers" mean specific benefits that Participants provide to consumers who use their Community Cards in their store, as determined by the Participants and posted on their eGift Card web page.

1.7 "Community Card" means a single eGift card, branded for Customer, which can be redeemed at any Participant.

2. Merchant Enrollment.

2.1 Merchant Enrollment Obligations

(a) Customer will collect a set of Merchants who have elected to participate in the Yiftee Services. Merchants must all be located in the same state in the USA, due to varying gift card laws by state. Customer acknowledges that each Merchant must agree to the Yiftee Merchant Agreement located on the Yiftee.com website to become a Participant. Merchants who have not agreed to the Merchant Agreement will not be able to utilize the Yiftee Services to redeem eGifts. Customer will upload into the Yiftee Services or provide the names of the Merchants who intend to participate to Yiftee. Upon the agreed upon launch date, the billing for the Yiftee Services will begin ("Commencement Date"). This billing will include the agreed-upon cost for each Participant or group thereof as defined in Appendix A.

(b) Yiftee will provide to Customer or directly to Merchants, upon receipt of the set of Merchant names in 2.1a, a set of unique Activation Cards to be run by each Merchant. Except where Yiftee provides Activation Cards directly to Merchants, Customer will inform Merchants of their individual Activation Card and provide instructions on its use. Additionally, Customer will inform Merchants that running the Activation Card implies consent to the Merchant Agreement located on the Yiftee.com website. (c) As Merchants run the Activation Cards, they will be included in the set of Merchants enabled to participate in the Yiftee Services, i.e. the Participants. Participant may also post their Offers to be available for eGift Card holders who redeem gifts in their stores.

(d) Yiftee will bill Customer or Merchants as described in Appendix A. Without altering, amending or accepting Participant's obligations under the Merchant Agreement, Customer can add or remove Participants and fees will be adjusted accordingly, if applicable. There will be no retroactive adjustments allowed by Yiftee (that is, a cancelled Participant's billing obligation will result in that Participant's cost to Customer, as defined in Appendix A, to be eliminated beginning only on the next annual billing cycle). A Participant may be added to the list of Participants at any time ("Enrollment Time"), with billing adjustment for said Participant to begin immediately and to be included in the current month's billing.

(e) Each party shall comply with good, ethical and moral business practices and all applicable laws and regulations in engaging in any activities here under.

(f) Fees and payment terms applicable to the subject matter here under shall be as set forth in Appendix A. Customer is not entitled to compensation other than what is described in Appendix A.

(g) Customer is responsible and liable for any disputes or liability arising out of its relationships with Merchants and Participants as a result of this Agreement, except with respect to any liability of Yiftee under this agreement. Nothing herein shall alter, amend or in any way change any separate obligations provided for between Customer and Merchants and Participants unrelated to this Agreement.

2.2 Yiftee Materials.

Yiftee may provide Customer with certain materials for use in conjunction with promoting the Yiftee Services here under ("Yiftee Materials"). No rights or licenses, express or implied, are granted in those Yiftee Materials or otherwise, except as expressly and unambiguously set forth in this Agreement.

2.3 Limited Licenses.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants to Customer, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license to access and use the Yiftee Services and Yiftee Materials solely for the purposes of Customer's performance of this Agreement.

2.4 Trademark License.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants Customer and Customer hereby grants Yiftee a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license to use Yiftee's or Customer's name, trade names, trademarks, service marks, and logos (collectively, a party's "Marks") solely in connection with Customer's and Yiftee's promotion and marketing of the Yiftee Services, subject to written usage guidelines, if any, made mutually available.

3. Ownership. As between the parties, Yiftee owns all right, title and interest in and to the Yiftee Services, Yiftee's Marks and the Yiftee Materials. Customer owns all right, title and interest in and to Customer's Marks.

4. Warranties Disclaimer. YIFTEE AND ITS LICENSORS MAKE NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF USAGE OR TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.

5. Indemnification. Yiftee agrees to indemnify, defend with counsel acceptable to Customer, and hold Customer and its officers, officials, employees, agents and volunteers harmless against and from any and all third party losses, claims, damages or liabilities, joint or several, including reimbursement for reasonable legal expenses, to which Customer may become subject as the result of Yiftee's breach of any of the obligations, covenants, warranties or representations under this Agreement or for any action through the services under this Agreement, including without limitation, any claims for personal injury or death, except such liability caused by the sole negligence or willful misconduct of Customer. In no event shall Yiftee's liability exceed the greater of $500 per claimant or the amounts paid and/or payable by Yiftee to Customer per Merchant Agreement in the twelve (12) month period preceding the applicable claim.

Customer agrees to indemnify, defend with counsel acceptable to Yiftee, and hold Yiftee and its officers, officials, employees, agents and volunteers harmless against and from any and all third party losses, claims, damages or liabilities, joint or several, including reimbursement for reasonable legal expenses, to which Yiftee may become subject as the result of Customer's breach of any of its obligations, covenants, warranties or representations under this Agreement, including without limitation, any claims for personal injury or death, except such liability caused by the sole negligence or willful misconduct of Yiftee. In no event shall Customer's liability exceed the greater of $500 per claimant or the amounts paid and/or payable by Customer to Yiftee per Merchant Agreement in the twelve (12) month period preceding the applicable claim.**6. Term and Termination.**

6.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force on an annual period of 12 months from the Effective Date, and thereafter shall automatically renew annually, unless and until either party terminates this Agreement pursuant to Section 6.2.

6.2 Termination.

(a) Either party may, at its option, terminate this Agreement upon thirty (30) days written notice to the other party for any reason or for no reason whatsoever.

(b) Either party may terminate this Agreement if the other party materially breaches a term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach from the non-breaching party.

(c) Without altering, amending or accepting Participant's obligations under the Merchant Agreement, Participants are obligated to honor all outstanding eGifts issued by Yiftee for the entire duration of those eGift's validity periods. Termination does not relieve Participants from honoring conditions outlined in the Merchant Agreement.

6.3 Effect of Termination. Upon any termination: (a) Customer shall immediately cease all promotion of the Yiftee Services and shall immediately return to Yiftee, or at the option of Yiftee, destroy, all Confidential Information (as defined below) of Yiftee disclosed to Customer, Yiftee Materials, and any Yiftee Services, hardware and software provided to Customer here under, (b) Yiftee shall immediately return to Customer, or at the option of Customer, destroy, all Confidential Information of Customer disclosed to Yiftee here under, and (c) all licenses granted under this Agreement shall immediately cease. The following Sections shall survive termination and remain in effect 1, 3, 4, 5, 6.3, 7 and 8. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

7. Confidentiality. Because of this Agreement, the parties may have access to information that is confidential to the disclosing party (“Confidential Information”). Confidential Information shall include, without limitation, Purchaser lists and information relating to the parties’ products and pricing and all information designated as confidential by the disclosing party at the time of disclosure. A party’s Confidential Information shall not include any information which (i) becomes generally publicly available through no wrongful act or omission of the receiving party; (ii) is lawfully acquired by the receiving party from a third party without any breach of a confidentiality obligation; or (iii) is independently developed without use of or reference to the disclosing party’s Confidential Information. To the fullest extent allowable by law, each party agrees to maintain the confidentiality of the other party’s Confidential Information using the same degree of care that it uses with regard to its confidential information of like nature, but in no event less than reasonable care, and to protect as a trade secret any portion of the other party’s Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law or court order, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor. The parties acknowledge that money damages will not be an adequate remedy if this Section 7 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

8. Non-solicitation

During the term of this Agreement, neither party will (on behalf of itself or any other person or entity) solicit any Purchaser or Merchant of the other party to restrict, limit, or terminate such Purchaser’s or Merchant’s participation in the other party’s products and services.

9. Miscellaneous

9.1 Choice of Law. This contract shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. The parties will resolve any disputes in the state or federal courts located in Contra Costa County, California, to whose exclusive jurisdiction and venue they irrevocably submit. Notwithstanding anything to the contrary, either party may pursue injunctive or other equitable relief in any court of competent jurisdiction.

9.2 Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

9.3 Assignment. Customer may not assign or otherwise transfer, without the prior written consent of Yiftee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Yiftee may freely assign or otherwise transfer this Agreement in connection with the sale of all or substantially all of its business or assets. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.4 Severability. Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

9.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof, and may not be amended, modified or provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Customer (Print):	YIFTEE, INC.
By:	By:
Name, Title:	Name, Title: Donna Novitsky, Yiftee CEO

Community Card Customer Agreement

APPENDIX A

Pricing

Customer and Participants are not required to pay Yiftee a subscription fee or a revenue share for participation in the service under this Agreement. Yiftee does not take a percentage of the cards that are redeemed in the Participants' stores.

Charges:

Purchasers pay the face value of the card plus a $1+5% of the eGift Card value eDelivery fee at the time of purchase using Yiftee Services. Bulk purchases of one thousand dollars ($1,000) or more, and enterprise accounts may qualify for a reduced eDelivery fee by depositing funds into their Yiftee eGifting accounts by check or ACH and disabling credit cards.

Participants pay Mastercard processing fees for a card-not-present (CNP) transaction upon redemption. Yiftee does not control these fees, they are set by the Merchant Acquirer who is their credit card processor.

Subject to applicable laws, Yiftee will implement a monthly maintenance fee on eGift Cards that have been inactive (i.e. no spending on the Card) for periods of greater than 12 months. This will be made clear to cardholders on the face of the eGift Card when implemented, as is required by law.

Yiftee eGift Cards do not generally expire. Subject to applicable laws, in some cases eGift Cards given by corporations or Merchants as promotions, rewards and awards may have expiration dates. In the case of eGift Cards expiring, Yiftee retains 10% of the original eGift Card value not to exceed the remaining unspent funds and refunds the balance to the purchaser's Yiftee eGift Card account. eDelivery fees are not refunded.

Participants may choose, at their discretion, to post Offers to encourage Purchasers to use their Community Cards in their stores.

Participants may choose, at their discretion, to offer rebates as fund raisers to local groups such as schools, churches and other non-profits. Such programs are an incentive for the local groups to sell Community Cards to their members, and for the Purchasers to use them in specific stores who are offering rebates. Yiftee will work with the Participants and Purchasers to execute such programs.

No tipping is allowed on Yiftee eGift Cards.

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