



CITY COUNCIL
Maureen Toms, Mayor
Cameron Sasai, Mayor Pro Tem
Anthony Tave, Council Member
Norma Martinez-Rubin, Council Member
Devin T. Murphy, Council Member

PINOLE CITY COUNCIL MEETING AGENDA

September 17, 2024

5:00 PM

**Attend in Person: PINOLE CITY COUNCIL CHAMBERS - 2131 PEAR STREET
OR**

Attend VIA ZOOM TELECONFERENCE – Details provided below

How to Submit Public Comments:

In Person:

Attend meeting at the Pinole City Council Chambers, fill out a yellow public comment card and submit it to the City Clerk.

Via Zoom:

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 (subject to modification by the Mayor)
- 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. To comment with your video enabled, please let the City Clerk know you would like to turn your camera on once you are called to speak.

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.pinoles.ca.us** Please indicate which item on the agenda you are commenting on in the subject line of your email.

OTHER WAYS TO WATCH THE MEETING

LIVE ON CHANNEL 26. They are retelecast the following week. The Community TV Channel 26 schedule is published on the city's website at www.ci.pinoles.ca.us.

VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE, www.ci.pinoles.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.pinoles.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.pinoles.ca.us. You may also contact the City Clerk via e-mail at hbell@ci.pinoles.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 they 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.

None

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. REPORTS & COMMUNICATIONS

A. Mayor Report

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

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. National Punctuation Day
2. Constitution Day
3. Hispanic - Latinx Heritage Month
4. United Against Hate Week
5. Fire Prevention Week
6. California Firefighter Memorial Day

B. Presentations

1. Pinole Valley Park Project Presentation - Community Services Director, Andrea Dwyer

9. 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 Regular City Council Meeting on September 3, 2024.
- B. Receive the August 31, 2024 – September 13, 2024 – List of Warrants in the Amount of \$699,216.29 and the September 13, 2024 Payroll in the Amount of \$673,486.92. (Regular Payroll: \$543,474.96 and Neil Gang payout of \$130,011.96)
- C. FY 2023/24 Fourth Quarter Investment Report **Action: Receive Report (Markisha Guillory)**
- D. FY 2023/24 Fourth Quarter Financial Report and Year-end Adjustments **Action: Receive a Report and Adopt a Resolution per Staff Recommendation (Markisha Guillory)**
- E. Approve an Agreement to Purchase a Master Control Management System Replacement with Advanced Systems Group (ASG) and Allocate Funding in the Amount Not to Exceed \$4,420.03 **Action: Adopt Resolution per Staff Recommendation (Fiona Epps, Dave Snell)**
- F. Adopt a resolution authorizing the City Manager to execute a consultant services agreement with Responsible Purchasing Network (RPN) for professional services to support implementation of the City's Environmentally Preferable Purchasing Policy and Program (E4P) (\$3,000) **Action: Adopt Resolution per Staff Recommendation (Lilly Whalen, Kapil Amin)**
- G. Adopt a Resolution authorizing the City Manager to award a contract to Environmental Innovations (EI) for technical assistance to Pinole businesses for single-use plastics reduction and ordinance compliance and allocate funding in the amount of \$67,050. **Action: Adopt Resolution per Staff Recommendation (Lilly Whalen, Kapil Amin)**
- H. Formally adopt an ordinance adding Chapter 8.38 "Single-use Plastic Foodware and Bag Reduction" to the Pinole Municipal Code (2nd read) **Action: Conduct a Second Reading and Approve Ordinance (Lilly Whalen, Kapil Amin)**

- I. Second Reading And Adoption Of An Ordinance Adding Chapter 9.19 "Safe Storage Of Firearms" To The Pinole Municipal Code
Action: Adopt Ordinance on Second Reading (Eric Casher)

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 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.**

- A. Introduction And First Reading Of Ordinance Amending Chapter 2.08.010 Of The Pinole Municipal Code To Increase Council Members' Salaries **Action: Conduct Public Hearing and Waive First Reading of Ordinance (Eric Casher)**

11. OLD BUSINESS

None

12. NEW BUSINESS

None

13. CITIZENS TO BE HEARD (Continued from Item 6) (Public Comments)

Open only to members of the public who did not speak under the first Citizens to Be Heard, Agenda Item 6 **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.

14. **ADJOURNMENT** to the Regular City Council Meeting of October 15, 2024 in Remembrance of Amber Swartz.

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, and on the City's website, not less than 72 hours prior to the meeting date set forth on this agenda.

Heather Bell, CMC

City Clerk

POSTED: Thursday, September 12, 2024 at 4:30 pm



Proclamation

NATIONAL PUNCTUATION DAY SEPTEMBER 24, 2024

WHEREAS, in 2004 National Punctuation Day was created to recognize the essential role of punctuation in written expression and to promote the proper use of punctuation in the English language; and

WHEREAS, punctuation in the American English language consists of 13 common marks: period (.), question mark (?), exclamation point (!), comma (,), quotation marks ("..."), ellipsis (...), apostrophe ('), semi-colon (;), colon (:), parentheses ((...)), brackets ([]), hyphen (-), and dash (-). ; and

WHEREAS, these symbols often challenge one to think about how best to express one's thoughts and can make writing clearer to understand, and therefore enhance communication; and

WHEREAS, National Punctuation Day is listed in Chase's Calendar of Events, a directory used by journalists and educators and has been celebrated by thousands of students nationally in public and private schools, colleges and universities, and graduate schools to accentuate and highlight the significance of punctuation marks; and

WHEREAS, language arts and standard school curricula include lessons that introduce punctuation use, and written communications are effective when punctuation is correctly used to express emotion and meaning; and

WHEREAS, National Punctuation Day was the brainchild of former Pinole resident, journalist, and author Jeff Rubin. Jeff described it as "A celebration of the lowly comma, correctly used quotation marks, and other uses of periods, semicolons, and the ever-mysterious ellipses." It is a light-hearted yet important celebration and opportunity for educational gatherings. It is also a time for self-assessment, self-improvement, and for sending a properly punctuated note of thanks to someone who has made an impact in one's life.

NOW, THEREFORE, I, MAUREEN TOMS, Mayor of the City of Pinole, County of Contra Costa, State of California, do hereby proclaim September 24, 2024, as **NATIONAL PUNCTUATION DAY** in the City of Pinole and encourage all residents to celebrate and reflect on the importance of properly punctuated writing to clarify and support communications in business, government, and academic settings.

MAUREEN TOMS
Mayor of the City of Pinole

Dated: September 17, 2024





Proclamation

CONSTITUTION DAY SEPTEMBER 17, 2024

***WHEREAS**, Constitution Day commemorates the formation and signing of the U.S. Constitution on September 17, 1787; and*

***WHEREAS**, September 17, 2024 marks the two hundred thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; it has guided our growth, shaped our progress, and defined us as a Nation of sacred laws and fundamental values; and*

***WHEREAS**, the events that led to the signing of the Constitution of the United States of America by the delegates of the Constitutional Convention on September 17, 1787, have significance for every American and are honored across the nation on September 17th as Constitution Day; and*

***WHEREAS**, it is vitally important that the terms, conditions and meaning of the Constitution be fully understood by all citizens, that we may uphold, protect, and defend it against possible infringement; and*

***WHEREAS**, every anniversary of the Constitution provides an historic opportunity for all Americans to learn about and to reflect upon the rights and privileges of citizenship and its responsibilities; and*

***NOW, THEREFORE, I, MAUREEN TOMS**, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the entire City of Pinole, do hereby proclaim **SEPTEMBER 17, 2024 AS CONSTITUTION DAY** in the City of Pinole and encourage all citizens to celebrate Constitution Day through activities, learning, and demonstrations of Love for the United State of America.*

MAUREEN TOMS
MAYOR of the City of Pinole

Dated: September 17, 2024





Proclamation

NATIONAL HISPANIC/LATINX HERITAGE MONTH SEPTEMBER 15-OCTOBER 15, 2024

***WHEREAS**, National Hispanic/Latinx Heritage Month, is celebrated nationwide from September 15th through October 15th each year to acknowledge the history, culture, and contributions of Americans whose ancestry can be traced to over 20 countries in Latin America, including Mexico, Central and South America, and the Caribbean; and*

***WHEREAS**, the observation started in 1968 as Hispanic Heritage Week and was expanded by President Ronald Reagan in 1988, to cover the month in which it is celebrated today; and*

***WHEREAS**, September 15 is significant because it is the anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and 18, respectively; and*

***WHEREAS**, Latinx communities have roots that stretch throughout North, Central, and South America, and many trace their ancestors to the original Indigenous communities of Latin America, Hispaniola, and Africa and may speak a variety of different languages; and Hispanic communities are descendants from Spanish speaking countries and have ancestral ties to Spain; and*

***WHEREAS**, In the United States, there are approximately 60 million people who have ancestries connected to these countries who reside in the United States, representing approximately 18% of the U.S. population; and*

***WHEREAS**, throughout California history, Hispanic/Latinx communities have fought inequalities and injustices, shaping the state's social, political, and economic landscapes, and that legacy continues today; and,*

***WHEREAS**, diversity is California's strength and Hispanic/Latinx communities contribute to this strength every day; and*

***WHEREAS**, the 2024 theme for Hispanic/Latinx Heritage month is "Pioneers of Change: Shaping the Future Together"; and*

***WHEREAS**, the City of Pinole is committed to recognizing Hispanic and Latinx culture and heritage as an important part of the city and its strong, inclusive community; and*

***WHEREAS**, throughout the history of the United States, members of the Hispanic/Latinx communities have helped shape the social, political, and economic landscape of this Country, State, and our City.*

***NOW, THEREFORE, I, MAUREEN TOMS**, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the City of Pinole proclaim September 15th-October 15th 2024 as **NATIONAL HISPANIC/LATINX HERITAGE MONTH** and invite the City to utilize this proclamation as an opportunity to reflect on the rich culture, history, and contributions of Hispanic/Latinx peoples to the enrichment of the City of Pinole and acknowledge the crucial role they play in shaping our country.*

MAUREEN TOMS
MAYOR of the City of Pinole

Dated: September 17, 2024





Proclamation

UNITED AGAINST HATE WEEK SEPTEMBER 21-27, 2024

WHEREAS, the United States Constitution was designed to confer equality on all individuals regardless of race, national origin, religion, or political beliefs; and

WHEREAS, nationwide politics, policies and rhetoric have created a toxic environment that encourages racist, xenophobic, sexist, and homophobic expression by hate groups and individuals; and

WHEREAS, there has been an alarming increase in hate crimes and divisive speech targeting specific ethnic or religious groups throughout the United State in recent years; and

WHEREAS, in 2017, Bay Area cities printed "United Against Hate" posters to be displayed by residents and business in response to hate group protests in Berkeley and San Francisco; and

WHEREAS, United Against Hate Week was created in 2018 as a direct response to the rise in hate crimes and the increase in bias that pose a dangerous threat to the safety and civility of our communities; and

WHEREAS, the City of Pinole joins in what has become a national movement, as UAHW has expanded into neighborhoods and cities across the country, to raise awareness about the dangers of hate and to promote cooperation among diverse populations; and

WHEREAS, the City of Pinole finds that it is vital that all citizens know and understand the importance of creating inclusion and equity through education and communication to combat mistrust, fear, and insecurity; and

WHEREAS, this week of action serves as a reminder of the need for compassion, civility, and respect in all our interactions, and the need to continue to build healthy and resilient communities through diversity.

NOW, THEREFORE, I, MAUREEN TOMS, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council, call upon all citizens and businesses in the City of Pinole to observe the week of **September 21-27, 2024** as **UNITED AGAINST HATE WEEK**, and declare **"PINOLE STANDS UNITED AGAINST HATE"**.

MAUREEN TOMS
MAYOR of the City of Pinole

Date: September 17, 2024





Proclamation

FIRE PREVENTION WEEK OCTOBER 6- 12, 2024

WHEREAS, Fire is a serious public safety concern both locally and nationally, and homes are the location where people are at greatest risk from fire; and

WHEREAS, Cooking is the leading cause of home fires and home fire injuries in the United States; and

WHEREAS, the 2024 Fire Prevention Week theme, "Smoke alarms: Make them work for you!" strives to educate everyone about the importance of having working smoke alarms in the home; and

WHEREAS, residents should identify places in their home where fires can start and eliminate those hazards; and

WHEREAS, roughly two-thirds of home fire deaths resulted from fires in which no smoke alarms or no working smoke alarms were present; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, residents should make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, informing the public about the importance of smoke alarm installation and maintenance serves an essential step toward increasing the public's safety from home fires; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

NOW, THEREFORE, I, MAUREEN TOMS, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the Pinole City Council do hereby proclaim October 6-12, 2024 as FIRE PREVENTION WEEK in the City of Pinole and urge all the citizens to make sure smoke alarms meet the needs of all family members, including those with sensory or physical disabilities.

MAUREEN TOMS
MAYOR of the City of Pinole

Dated: September 17, 2024





Proclamation

HONORING THE CALIFORNIA FIREFIGHTERS' MEMORIAL CEREMONY OCTOBER 12, 2024

WHEREAS, the California Firefighters Memorial is a lasting tribute to the men and women who have given their lives to protect their fellow Californians; and

WHEREAS, the solemn remembrance is steeped in the traditions of the firehouse and hundreds of firefighters, family members and grateful citizens gather in the heart of California's capital, to pay tribute to those who paid the ultimate price to keep us safe; and

WHEREAS, the Memorial, a brushed limestone Memorial Wall with the names of more than 1,500 California firefighters who have died in the line of duty or from a job-related illness since 1850; and

WHEREAS, the California Firefighters Memorial was unveiled on April 6, 2002, carrying the names of 855 fallen California firefighters, and since then more than 500 names have been added at annual Memorial ceremonies; and

WHEREAS, the annual Ceremony honors individuals whose names are being added to the Memorial Wall – either from the previous year or from earlier years; and

WHEREAS, the City of Pinole has two of our own listed on the Memorial Wall – Richard Voisey for 2015 and Robert Ramos for 2020; and

WHEREAS, Contra Costa County Fire's local 1230 has James R. Haines, LeRoy Jenkins, John R. Welsh, Rene Penaloza, David E. Vanni, Michael A. Impastato, Terry L. Werner, James Capra, Donald K. Levertson, Scott P. Desmond, Matthew C. Burton, Michael F. Braz, David Gehling, John H. Ferrante, John W. Nunes, David J. Stochl, William L. West, Richard J. Voisey, Peter A. Aliotti, Roger V. Harless, Robert A. Ramos, and John Martinez listed on the Colorado Springs Memorial wall; and

WHEREAS, it is appropriate to recognize the sacrifice and dedication of California Firefighters.

NOW, THEREFORE, I, MAUREEN TOMS, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the City of Pinole, do hereby commend the California Fire Foundation and recognize October 12, 2024 as the date of this year's Annual California Firefighters Memorial Ceremony, and encourage all citizens of the City of Pinole to honor the courage and commitment of California Firefighters as they continue to face the challenges of this courageous profession.

MAUREEN TOMS
MAYOR of the City of Pinole

Dated: September 17, 2024



**CITY COUNCIL MEETING
MINUTES
September 3, 2024**

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

The City Council Meeting was held in a hybrid format (in-person and via Zoom videoconference and broadcast) from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Toms called the Regular Meeting of the City Council to order at 5:09 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

Maureen Toms, Mayor
Cameron Sasai, Mayor Pro Tem
Norma Martinez-Rubin, Council Member
Devin Murphy, Council Member
Anthony Tave, Council Member

B. STAFF PRESENT

Kelcey Young, City Manager
Heather Bell, City Clerk
Eric Casher, City Attorney
Fiona Epps, Assistant to the City Manager
Roxane Stone, Deputy City Clerk

City Clerk Heather Bell announced the agenda had been posted on August 29, 2024, at 3:00 p.m. with all legally required written notices. Written comments had been received in advance of the meeting, distributed to the City Council and staff, posted to the City website and made available to the public in the Council Chambers.

Following an inquiry, 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.

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Gov. Code §54957

Title: City Manager

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Gov. Code §54956.8

Property: APN: 401-163-003

Agency Negotiator: City Attorney Eric Casher

Negotiating Parties: American Postal Infrastructure

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

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

At 6:55 p.m., Mayor Toms reconvened the meeting into open session. There was no reportable action from the Closed Session.

Mayor Toms moved on to agenda Item 8. Recognitions / Presentations / Community Events at this time.

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Oath of Office – City Manager, Kelcey Young

Mayor Toms welcomed Kelcey Young as the new City Manager. She highlighted City Manager Young's background in local government since 2016, her proven track record of implementing innovative solutions, successfully managing complex projects and her expertise in development, finance and community engagement; her leadership in Sweet Home, Oregon where she addressed a significant financial deficit and revitalized the community and for those reasons and more the City Council had determined she would be an exceptional fit for the City of Pinole.

Mayor Toms emphasized City Manager Young would bring a fresh perspective and collaborative spirit that promised to drive the City's future success. She and the City Council were confident in City Manager Young's ability to lead the City of Pinole through its upcoming challenges and strategic developments to ensure a vibrant and prosperous future for all residents.

City Clerk Bell presented the Oath of Office to new City Manager Kelcey Young at this time.

City Manager Young thanked the City Council for the opportunity. She was honored to be the City Manager, was excited to start working with City staff and the community and looked forward to getting to know everyone and tackle the challenges head-on.

PUBLIC COMMENTS OPENED

Irma Ruport welcomed new City Manager Young to the City of Pinole. She had reviewed the City Manager's résumé and was pleased the new City Manager had experience with grant advocacy, which was much needed in the City. She commented the City had hired a Grant Writer in 2023 but she would like to see that individual push further ahead and possibly train City staff. She commented on her own experience with Department of Justice grant funding programs and suggested it was not difficult to obtain grants and be mindful about what was available. She added that Contra Costa County Supervisor Federal Glover had provided a workshop on grants which he posted on Zoom and she suggested everyone should be an advocate for grants. Also, as a member of the Community Services Commission, she liked the idea of partnerships, such as Paint the Town, and she would appreciate the City Manager coming to the Commission to build up that program and she expressed a desire to be a part of that effort.

PUBLIC COMMENTS CLOSED

B. Proclamations

1. Honoring Police Chief Neil Gang

The City Council read into the record a proclamation honoring Police Chief Neil Gang for his service to the City of Pinole and in recognition of his retirement as the City of Pinole's Police Chief.

Police Chief Neil Gang thanked the City Council for the recognition. He noted this was the right time for new City leadership with a new City Manager, Police Chief and City Council. The City of Pinole had been his home for the past eleven years, but after 36 years in the profession he was ready to retire. He thanked the members of the Pinole Police Department, former City Manager Belinda Espinosa and the community for allowing him to serve as the Chief of Police for the past decade. He also recognized City staff and the City Council for allowing him to serve as the Interim City Manager for the past ten months. He read two verses from the Bible and urged everyone to stay safe, healthy and resilient, God bless and God speed.

PUBLIC COMMENTS OPENED

Rafael Menis thanked Police Chief Gang for his service to the City and his most exemplary attribute; his compassion having worked to reach out to those in society who other Police Departments may ignore, stigmatize or otherwise view as their responsibility to arrest or put away. He found Police Chief Gang had gone out of his way to reach out and find common humanity, compassion and had built community ties. He also thanked Police Chief Gang for the care he had shown his fellow officers, having set up various wellness programs to assist the Police Department. He wished him a long and happy retirement.

PUBLIC COMMENTS CLOSED

Council member Martinez-Rubin expressed her appreciation to Police Chief Gang whose role in the City had been synonymous to community. She referenced a podcast about how policing had been done in the City of Pinole and she was pleased to have shared that time with the Police Chief and was pleased with his ability to be compassionate first. She was also pleased that Police Chief Gang had been amongst others in the Department who endorsed wellness and she wished him well and thanked him for his service to the City of Pinole.

Council member Murphy also expressed his appreciation to Police Chief Gang and for being an ally for the community. He was grateful for his leadership and opportunity to have served with him on the City Council. He congratulated Police Chief Gang on all of the work done in the City of Pinole and other cities and wished him well in the future.

Mayor Pro Tem Sasai thanked Police Chief Gang for his years of public service having done the job well as part of 21st Century policing and whose leadership had been recognized. He wished him well on his retirement.

Mayor Toms highlighted the Elks Lodge Officer of the Year Awards in 2016, at which time Police Chief Gang had been the keynote speaker and who had educated the non-officers present at that time on the importance of mental health for those who served in law enforcement. The lessons imparted stuck with her as to the importance of wellbeing for those who worked in law enforcement. She also thanked Police Chief Gang for stepping in ten months ago to lead the team, which the City Council appreciated and she wished him well as he entered a new chapter.

Council member Tave further recognized Police Chief Gang, particularly for his calm demeanor during the challenges of the pandemic. He recognized the job took its toll and Police Chief Gang had a level of professionalism while others had not and his leadership had shined in the moments of 21st Century policing which helped the City. He thanked Police Chief Gang for his service and wished him well on his retirement.

2. Building Staff Appreciation Day

The City Council read into the record a proclamation recognizing September 1, 2024 as Building Staff Appreciation Day, which was presented to the Building Department staff present in the Council Chambers.

Keith Marks, Chief Building Official, thanked the City Council on behalf of Building staff, for its support for the Building Department, the frontline to the public and a united team working together to continue development in Pinole.

3. Suicide Prevention Day and Suicide Prevention Week

The City Council read into the record a proclamation recognizing September 10, 2024 as World Suicide Prevention Day, and September 4 through 10, 2024 as Suicide Prevention Week.

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

Council member Tave identified the 24/7 Suicide Prevention Hotline telephone number of 988 for anyone in need of assistance.

C. Presentations: None

The City Council returned to the remainder of the meeting agenda.

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.

Irma Ruport understood the City Manager had scheduled a meet and greet for September 4, 2024 from 5:00 to 7:00 p.m. for the community to meet the two finalists for Police Chief at the Senior Center Main Hall, with information on the City website. She reported she and her husband planned to attend the event. She emphasized the importance of the public participating in decision making and events and she thanked the City Manager for scheduling the meet and greet. She also commented that as a former retired federal government employee, her performance to the public had always been supervised and evaluated and she asked that the City Council remember that and do better in the future.

Rafael Menis provided an update on current hospitalization rates for the City of Pinole and the State of California as a whole along with wastewater data both locally and nationwide related to COVID-19. He congratulated Mayor Toms, Council member Murphy and himself for the endorsement of the Democratic Party for Contra Costa County for their various races in the November 2024 election.

Mr. Menis noted that he was running for the office of City Treasurer and he offered some suggestions for how that office could expand, such as the community having trivial access to the core elements of the City's budget. He also suggested the City Treasurer's page should have certain charts highlighted, in particular the amount spent on the General Fund and the subcategories within that expenditure, the amount raised for the General Fund and the subcategories the funds were raised from along with the end time of the Pension Trust Fund.

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements:

Mayor Toms reported Coffee with the City would be held on September 11, 2024 at Panera Bread from 8:00 to 10:00 a.m.; Coastal Clean Up on September 21, 2024; Dumpster Day on October 5, 2024 and National Night Out on October 1, 2024.

B. Mayoral & Council Appointments: None

C. City Council Committee Reports & Communications

Council member Murphy welcomed new City Manager Young for already being out in the community. He announced the month of September as Workforce Development Month, a time to recognize and honor workforce professionals, and commended the Workforce Development Board of Contra Costa County for having done a tremendous job serving the community using an incredible database for training and resources at www.wdbcc.com. He also commended staff for the new online permitting and licensing tracking system, which was live on the City webpage and had been a big endeavor for City staff and he highlighted the features provided. He also encouraged everyone to attend the Contra Costa County Fire Protection District (CCCFPD) National Marrow Donor Program and Blood Bank Fight Against Cancer event by registering as a bone marrow donor or by donating blood on October 13, 2024 from 10:00 a.m. to 2:00 p.m. at Fire Station 74.

D. Council Requests for Future Agenda Items: None

E. City Manager Report / Department Staff

City Manager Young again thanked the City Council for the opportunity to serve as City Manager and reported she had been on the job a little over a week and loved meeting Council members, staff and the community.

City Manager Young reported the new Capital Improvement Plan (CIP) Environmental Manager Faby Guillen had joined the Public Works Team on August 29, 2024. She also reported Operations and Maintenance staff had completed striping work on Pinole Valley Road and San Pablo Avenue and would continue striping various areas around the City; completed pavement rehabilitation and dig out work on Appian Way between Fitzgerald Drive, the City limits and on Greenfield Circle; emergency work on Doidge Avenue; repaired a section of damaged pavement and were working on a bid to replace the storm drain on Buckskin Rd.

In addition, the City of Pinole had been awarded \$650,000 through the State's Pro-housing Incentive Program, and the Police Chief Meet and Greet had been scheduled for September 4, 2024 from 5:00 to 7:00 p.m. to allow the community to meet the two finalists for Police Chief at the Senior Center Main Hall.

City Manager Young added she would be setting up community office hours, which would be set aside where the community would not need an appointment, times and dates yet to be determined; she planned to attend the September 11, 2024 Coffee with the City and she again thanked Police Chief Gang, the City Council and the entire team for the welcome.

F. City Attorney Report

City Attorney Eric Casher welcomed new City Manager Young.

PUBLIC COMMENTS OPENED (Items 7D through 7F)

City Clerk Bell reported there were no comments from the public.

PUBLIC COMMENTS CLOSED

9. 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 Regular City Council Meeting on August 20, 2024.
- B. Receive the August 17, 2024 – August 30, 2024 List of Warrants in the Amount of \$526,653.08 and the August 20, 2024 Payroll in the Amount of \$535,773.11.
- C. Letter of Support for Assembly Bill (AB) 1955 Regarding the SAFETY Act. **Action: Approve Letter per Staff Recommendation (Fiona Epps)**
- D. Letter of Support for Assembly Bill (AB) 2583 Regarding the Establishment of School Route Speed Limits. **Action: Approve Letter per Staff Recommendation (Fiona Epps)**
- E. Amendment to the City of Pinole Conflict of Interest Code. **Action: Adopt Resolution per Staff Recommendation (Heather Bell)**
- F. Appoint Councilmembers as Voting Delegates for the 2024 League of California Cities Annual Conference General Assembly Meeting. **Action: Approve Staff Recommendation by Minute Order (Heather Bell)**
- G. Formally adopt an ordinance of the City of Pinole adding Chapter 8.38 “Single-Use Plastic Foodware and Bag Reduction” to the Pinole Municipal Code (1st read). **Action: Waive First Reading and Approve Ordinance (Lilly Whalen, Kapil Amin)**
- H. Restore Budget Appropriation for Temporary Planning Services. **Action: Adopt Resolution per Staff Recommendation (Markisha Guillory, Lilly Whalen)**
- I. Adopt a Resolution Authorizing the City Manager to Execute Four-Year Agreements for As-Needed On-Call Planning Services including Staff Augmentation, Planning Studies and Environmental Services. **Action: Adopt a Resolution per Staff Recommendation (David Hanham)**
- J. Adopt a Resolution Authorizing the City Manager to Enter into an Agreement with Folsom Lake Ford to Purchase One Patrol Vehicle. **Action: Adopt Resolution per Staff Recommendation (Matt Avery)**

- K. Approve a Memorial Sign Installation on Fire Station 74 in Dedication of Fire Captains Bob Ramos and Rich Voisey. **Action: Approve a Memorial Sign Installation on Fire Station per Staff Recommendation (Fiona Epps)**
- L. Resolution Amending Resolution 2024-59 to Align with the County Deadlines for Submittal of Primary and Rebuttal Arguments for Measure I. **Action: Adopt a Resolution per Staff Recommendation (Eric Casher)**

Mayor Pro Tem Sasai requested that Items 9C and 9D be pulled for discussion.

Council member Martinez-Rubin requested that Items 9A and 9G be pulled for discussion.

Council member Murphy requested that Item 9L be voted on separately.

PUBLIC COMMENTS OPENED

Irma Ruport referenced Item 9E and spoke to her Human Resources background. Having read the resolution amending the City of Pinole Conflict of Interest Code, she asked that the City Council consider prohibiting employees from having two titles since it did not look good. For Item 9K, she detailed the background of the item and suggested the memorial to both Captains Bob Ramos and Rich Voisey were long overdue and well deserved. Both men had been advocates for fire personnel in the City of Pinole in the past, which history and relationships in the past had not been the greatest. She also emphasized the need for the City to advertise to the public the CCCFPD and National Marrow Donor Program and Blood Bank Fight Against Cancer event scheduled for October 13, 2024, from 10:00 a.m. to 2:00 p.m. at Fire Station 74.

Rafael Menis offered the following comments on the Consent Calendar:

- Item 9A, Page 29 of 980 of the agenda packet, revise the second paragraph of his comments as shown, to read:

Mr. Menis asked about the cost for the City of Richmond to put the conduit in place, the broader benefits of setting up conduit Citywide apart from a Municipal Broadband network, and commented there had been federal programs available, which had offered discounted broadband access but due to political decisions an extension of those programs had been voted down by the House of Representatives in 2024.

- Item 9C, was pleased the Governor had signed into law the SAFETY Act since everyone should have the right to express themselves, their sexual orientation, gender identity/expression and how they chose and whom they chose in a way they felt safe. He urged the City Council to support the Letter of Support and the public more broadly to support the letter as well.
- Item 9D, noted the staff report had variances from the actual text of the bill, some of which were significant, including the fact the bill had defined a school route to be everywhere within 500 feet of the boundary line and would permit the speed limit to be lowered to 20 miles per hour (MPH) as of 2028, per Page 58 of 980 the agenda packet.

- Item 9G, Page 95 of the ordinance had identified the timelines for the first and second read and adoption of the ordinance and asked if the text of the ordinance needed to be changed to reflect the new timeline.
- Item 9J, Page 949 of 980 of the agenda packet, would appreciate a more detailed explanation into the City not having the infrastructure to support zero emission electronic vehicle (EV) patrol vehicles since at least part of the reasoning for installing the EV charging stations in front of the Public Safety Building had been to potentially support EV patrol vehicles in the future.
- Item 9K, recognized both Captains Ramos and Voisey for their service and sacrifice of their health to the City, thanked the CCCFPD for covering the expense of the new signage and installation, which was not typical for entities seeking memorialization and given the City's budget challenges. Suggested the CCCFPD be thanked.
- Item 9L, the item would amend the resolution to have the last day for submission for various arguments being either August 21, 2024 or August 26, 2024, and given it was now September 3, 2024, asked what effect the amendment would have.

PUBLIC COMMENTS CLOSED

For Item 9C, Mayor Pro Tem Sasai found Assembly Bill (AB) 1955 the SAFETY Act to be a good bill but he was uncertain of its usefulness on the Consent Calendar since Governor Newsom had signed the bill some time ago and the bill had already been chaptered.

Assistant to the City Manager Fiona Epps explained that staff could still submit a Letter of Support to show that the City Council was on record in support of AB 1955. The letter could be rephrased to thank the Governor for signing the bill and the City Council showing its appreciation and support of AB 1955.

For Item 9D, regarding AB 2583, Regarding the Establishment of School Route Speed Limits, Mayor Pro Tem Sasai reported the bill died in committee last month and the letter could have been used months ago. He recommended possibly shifting the purpose of the letter to ask that the bill be reconsidered. He otherwise asked staff to be mindful of the calendar and if the City Council requested a letter of support, it should go out when the Legislature was in session.

Ms. Epps advised as part of the Strategic Plan, development of a Legislative Advocacy Program had been proposed and with the new City Manager in place she looked forward to working and developing that program. Said direction to staff could be incorporated into such a program.

Mayor Toms suggested both letters could be amended. The letter for Item 9C could be changed to a tone of thanking the Governor and Item 9D could request that the topic come back to the Legislature.

Mayor Pro Tem Sasai agreed with the amendment to the letter for Item 9C. For Item 9D, the letter should be addressed to the author of the bill and request a show of support for the bill being introduced in the next legislative cycle.

In response to Council member Tave, Mayor Pro Tem Sasai described the process of submittal of support letters via a portal to be distributed to different committees and co-sponsors of a bill.

As to whether there were any other letters of support staff should be working on and in response to Council member Murphy, City Clerk Bell understood staff was caught up. She would take a look but she emphasized staff always tried to prioritize letters of support.

Council member Martinez-Rubin requested the following revision to her comments as shown on Page 13 of 980 of the agenda packet, for Item 9A, the minutes of August 20, 2024, as follows:

Council member Martinez-Rubin reported the City Council received an internal email related to pedestrian safety or the lack thereof in the City regarding an accident at the intersection of San Pablo and Tennant Avenues. The Police Department shared a press release involving a collision on San Pablo Avenue involving a motorcycle driver. She emphasized the need to encourage everyone whether residents or visitors to the City to slow down and be aware.

For Item 9G, Council member Martinez-Rubin thanked all who had worked on the ordinance including the Municipal Code Update Subcommittee. She stated the ordinance would make the City one that was closer to zero waste and it would help to beautify the City in support of one of its natural assets, Pinole Creek. Friends of Pinole Creek also looked forward to having less litter seen locally related to plastic or micro-plastics that reached the City's watersheds and she again appreciated the work of everyone including residents and businesses in an effort to minimize plastic waste.

Responding to the public comments with respect to Item 9G, City Attorney Casher stated the whereas clauses in the ordinance would be reviewed to ensure dates were finalized for the second read at the next City Council meeting. For Item 9L, this item involved an amendment to a resolution previously approved by the City Council, which included dates set by State Government Code, and which due dates were earlier for the ballot arguments. Contra Costa County had adopted dates that were a bit later in the process, with the resolution having been amended to allow for a longer time for arguments to be submitted. One opposition argument had been submitted after the date set by the City and in the interest of transparency and to ensure all voices were heard, the date had been extended to allow that argument to be included.

Also speaking to Item 9D, City Clerk Bell noted while the item would be amended, as discussed, there were a few inconsistencies with the staff report. The Letter of Support for AB 2583, would be further corrected as follows:

- Reference to January 1, 2025 to be revised to read *January 1, 2028*.
- Reference to 25 MPH revised to read *20 MPH*.
- Reference to 1,000 feet revised to read *500 feet*.

ACTION: Motion by Mayor Pro Tem Sasai/Council member Martinez-Rubin to adopt Items 9A (as modified by Council member Martinez-Rubin and Mr. Menis), Item 9B as shown, Items 9C and 9D (as modified by the Mayor Pro Tem and staff) and Items 9E through 9K, as shown.

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

ACTION: Motion by Council member Martinez-Rubin/Mayor Toms to adopt Item 9L, as shown.

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

10. PUBLIC HEARINGS

- A.** Introduction and First Reading of Ordinance Adding Chapter 9.19 “Safe Storage of Firearms” to the Pinole Municipal Code. **Action: Conduct Public Hearing and Waive First Read of Ordinance (Eric Casher)**

City Attorney Casher provided a PowerPoint presentation on the first reading of an ordinance adding Chapter 9.19 “Safe Storage of Firearms” to the Pinole Municipal Code (PMC), which included an overview of the background, highlights of the proposed ordinance, violations and fiscal impacts of the ordinance and an overview of the Municipal Code Update Subcommittee review. The City Council was asked to conduct the public hearing and waive the first reading of the ordinance.

Mayor Pro Tem Sasai referenced Chapter 9.19.40 Exemptions (c), as shown on Page 979 of 980 and Section 9.19.50 Reporting Theft or Loss to Law Enforcement, Page 980 of 980 of the agenda packet, which had two different reporting periods if a firearm were lost or stolen. He asked why there were two different periods shown.

City Attorney Casher explained that Section 9.19.50 Reporting Theft or Loss to Law Enforcement, states *Nothing in this ordinance affects a person’s obligations to report that a Firearm has been lost or stolen to local authorities within 24 hours of the time they knew or reasonably should have known that the firearm had been lost or stolen*, and failure to report a loss or stolen firearm would be a violation of the PMC, a misdemeanor and fine of \$1,000 whereas Chapter 9.19.40 Exemptions (c), states: *To encourage reporting of lost or stolen Firearms (as defined in California Penal Code section 16520, as amended from time to time), a person who complies with California Penal Code Section 25250 by reporting the loss or theft of a Firearm they own or possess to a local law enforcement agency within five days from the time they knew or reasonably should have known the Firearm had been lost or stolen shall not be prosecuted for violation of subsections 9.19.20 or 9.19.30*, and since it involved the Penal Code, the penalty involved criminal sanctions. Neither of the two clauses would conflict and the City would be able to enforce both sections of the ordinance.

Council member Martinez-Rubin referenced the regulations under Section 9.19.60, Violations and asked about the distinction between an infraction and a misdemeanor and whether an infraction would be subject to a fine.

City Attorney Casher clarified that a misdemeanor would involve a \$1,000 fine. The fine associated with an infraction would be less than \$1,000. He would have to clarify the exact amount. The fine was intended as a warning.

PUBLIC HEARING OPENED

Rafael Menis understood many employment forms included a requirement to list a misdemeanor or greater offenses one may have committed over the course of their life, but the ordinance was not criminal misdemeanors and he asked for clarification. As to Section 9.19.30 Safe Storage of Firearms and Ammunition in Vehicles (d), he understood one of the major flashpoints around guns being stored in vehicles and not being secured was the José García Zárate case in the City of San Francisco a few years ago, where a police officer's unsecured gun had been stolen, fired, ricocheted and killed Kate Steinle. He asked whether there was some way for minimal security requirements to be placed on active-duty police officers to avoid a similar incident from happening again.

Mr. Menis also referenced the regulations in Section 9.19.20, Safe Storage of Firearms in Residences (a) which required *The firearm is stored in a locked container, or the firearm is disabled with a trigger lock*, and Section 9.19.30 Safe Storage of Firearms and Ammunition in Vehicles (a)(1), which required *For any and all Firearms, disabled with a trigger lock in a locked container in the locked trunk of a vehicle*, and he asked about the reasoning for the difference.

PUBLIC HEARING CLOSED

City Attorney Casher clarified there were some cities that had criminal prosecutorial authority and actually prosecuted crimes as provided for in their municipal codes, with the term misdemeanor used since some cities prosecuted crimes, although the City Attorney in Pinole did not have that authority, but the term was used to categorize a higher class of offense and was called a misdemeanor and could have the effect of criminal sanctions. Violation of the PMC, would carry a fine of \$1,000.

In response to the comments about Section 9.19.30 Safe Storage of Firearms and Ammunition in Vehicles (d), City Attorney Casher stated that most cities had this exception where the restrictions would not apply to law enforcement personnel who were in their vehicles so as not to restrict policing in that way and allow law enforcement to have the ability to make those decisions. There were also different responsibilities and accountability if there were infractions through their line of work. This regulation had been discussed by the Municipal Code Update Subcommittee who wanted to keep that exception.

As to the differences between Section 9.19.20, Safe Storage of Firearms in Residences and Section 9.19.30 Safe Storage of Firearms and Ammunition in Vehicles, the City Attorney noted that the first section applied to residences while the other applied to vehicles. This regulation had also been discussed at the Municipal Code Update Subcommittee level.

Mayor Pro Tem Sasai was excited the ordinance had come back at this time. He commented that many jurisdictions had similar ordinances including Contra Costa County as well as unincorporated parts of Contra Costa County. The leading cause of death for children in the United States was firearm-related deaths. Previously, it had been deaths related to car accidents and governments had responded by enacting laws for the use of seat belts and air bags. More recently, vehicles sold after 2030 would be required to have security systems telling drivers when they were traveling above the speed limit. He suggested this ordinance was essentially a seat belt law for firearms.

Mayor Pro Tem Sasai pointed out the City Council just presented a proclamation for Suicide Prevention Day and Suicide Prevention Month and noted over half of the suicides in the United States were firearm related. Many of those cases involved a child or family member who had access to a firearm. This ordinance was incredibly important and he thanked the Mayor for all of the good discussions during the Municipal Code Update Subcommittee which considered the best of all ordinances in the state, and suggested the City's ordinance could be the strongest in the state.

Council member Murphy also thanked the Municipal Code Update Subcommittee and the City Attorney for the work on the ordinance.

Mayor Toms thanked the Mayor Pro Tem for bringing the item forward. She too commented on the thorough discussions during the Municipal Code Update Subcommittee meetings.

ACTION: Motion by Mayor Pro Tem Sasai/Council member Martinez-Rubin to waive the first reading of an ordinance adding Chapter 9.19 'Safe Storage of Firearms' to the Pinole Municipal Code.

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

11. OLD BUSINESS: None

12. NEW BUSINESS: None

13. CITIZENS TO BE HEARD (Continued from Item 6) (Public Comments)

Only open to members of the public who did not speak under the first Citizens to be Heard, Agenda Item 6.

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.*

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

Mayor Toms asked that the meeting adjourn in memory of Steve Alameda, a retired Coach for Pinole Valley and Kennedy High Schools.

14. ADJOURNMENT to the Regular Meeting of September 17, 2024 in Remembrance of Amber Swartz and Steve Alameda.

At 8:28 p.m., Mayor Toms adjourned the meeting to the Regular City Council Meeting of September 17, 2024 in Remembrance of Amber Swartz and Steve Alameda.

Submitted by:

Heather Bell, CMC
City Clerk

Approved by City Council:



City of Pinole, CA

9B WARRANT LISTING By Vendor Name

Payment Dates 8/31/2024 - 9/13/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2894 - ALPHA TRENCHLESS					
INV0010215	105620	09/13/2024	100-000-31510	REFUND BUSINESS LICENSE BUS24-0239 OVERPAYMENT	112.00
Vendor 2894 - ALPHA TRENCHLESS Total:					112.00
Vendor: AME41 - AMERICAN LEGAL PUBLISHING					
36176	105591	09/06/2024	100-112-42101	AUGUST 2024 EDITING- CITY CLERK	124.15
36298	105621	09/13/2024	100-112-42101	AUGUST ONLINE CODE EDITING- CITY CLERK	10.78
Vendor AME41 - AMERICAN LEGAL PUBLISHING Total:					134.93
Vendor: AME47 - AMERINATIONAL COMMUNITY SERVICES, INC.					
LPM-24-001254	105622	09/13/2024	285-464-42101	JUNE 2024 LOAN MONITORING	517.50
LPM-24-001254	105622	09/13/2024	750-463-42101	JUNE 2024 LOAN MONITORING	232.50
LPM-24-001467	105622	09/13/2024	285-464-42101	JULY 2024 LOAN MONITORING	518.30
LPM-24-001467	105622	09/13/2024	750-463-42101	JULY 2024 LOAN MONITORING	232.88
Vendor AME47 - AMERINATIONAL COMMUNITY SERVICES, INC. Total:					1,501.18
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
87181	105623	09/13/2024	100-343-44306	DUPLICATED KEYS- GENERAL MAINTENANCE	39.44
Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:					39.44
Vendor: BAX00 - BADGE FRAME, INC.					
494865	105592	09/06/2024	100-222-42201	OFFICER OF THE QUARTER PERPETUAL PLAQUE	32.00
Vendor BAX00 - BADGE FRAME, INC. Total:					32.00
Vendor: 2419 - BARG COFFIN LEWIS & TRAPP, LLP					
50591	105624	09/13/2024	207-344-42102	PROFESSIONAL SERVICES FOR JULY 2024- NPDES	307.50
Vendor 2419 - BARG COFFIN LEWIS & TRAPP, LLP Total:					307.50
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
6798798	105593	09/06/2024	209-552-43804	FOOD PROGRAM DELIVERY- SENIOR CENTER	262.47
6833664	105625	09/13/2024	209-552-43804	8/26/24 ORDER CREDIT	-108.48
6834319	105625	09/13/2024	209-552-43804	FOOD PROGRAM DELIVERY- SENIOR CENTER	1,061.69
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					1,215.68
Vendor: 2701 - BNSF RAILWAY COMPANY					
90267811	105594	09/06/2024	325-342-47205	RO1710 DESIGN REVIEW FOR REPLACEMENT OF SPA OVERPA	631.17
Vendor 2701 - BNSF RAILWAY COMPANY Total:					631.17
Vendor: CAL04 - CALCON SYSTEMS, INC.					
57361	105626	09/13/2024	500-641-42107	ONGOING EQUIPMENT MAINTENANCE- WWTP	1,600.00
Vendor CAL04 - CALCON SYSTEMS, INC. Total:					1,600.00
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
722527	105627	09/13/2024	500-641-44305	ROUTINE MONITORING- WWTP	1,006.05
722535	105627	09/13/2024	500-641-44305	ROUTINE MONITORING- WWTP	874.00
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					1,880.05

WARRANT LISTING

Payment Dates: 8/31/2024 - 9/13/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2891 - CAMP QUEST					
30039	105595	09/06/2024	500-642-42107	COLEMAN 13.5 ROOF AIR-CORP YARD	3,281.53
Vendor 2891 - CAMP QUEST Total:					3,281.53
Vendor: CCP03 - CCP INDUSTRIES					
IN05079043	105628	09/13/2024	500-642-44306	DOUBLE NITRILE COATED GLOVE WITH THERMAL LINING-CY	78.50
Vendor CCP03 - CCP INDUSTRIES Total:					78.50
Vendor: DAV04 - CHARLENE DAVIS					
INV0010212	105596	09/06/2024	100-116-42514	CITY MANAGER MEET AND GREET SUPPLIES- HR	108.49
Vendor DAV04 - CHARLENE DAVIS Total:					108.49
Vendor: CIT08 - CITY MECHANICAL, INC					
106345	105629	09/13/2024	100-343-42108	HVAC REPAIRS- CITY HALL	577.50
Vendor CIT08 - CITY MECHANICAL, INC Total:					577.50
Vendor: 2782 - CITYZEN SOLUTIONS, INC.					
21827	105630	09/13/2024	525-118-42106	PUBLIC INPUT SOFTWARE LICENSE-IT	15,450.00
Vendor 2782 - CITYZEN SOLUTIONS, INC. Total:					15,450.00
Vendor: COM20 - COMCAST					
0413784-08182024	105597	09/06/2024	525-118-43106	INTERNET- TINY TOTS	170.18
Vendor COM20 - COMCAST Total:					170.18
Vendor: CON93 - CONCORD UNIFORMS LLC					
21308	105598	09/06/2024	100-222-44410	WOMENS BROWN POLY PANTS- PD	69.09
Vendor CON93 - CONCORD UNIFORMS LLC Total:					69.09
Vendor: CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT					
FY2425-SEP	105599	09/06/2024	100-231-42101	SEPTEMBER FIRE PROTECTION SERVICES	318,498.43
FY2425-SEP	105599	09/06/2024	105-231-42101	SEPTEMBER FIRE PROTECTION SERVICES	64,642.91
FY2425-SEP	105599	09/06/2024	106-231-42101	SEPTEMBER FIRE PROTECTION SERVICES	78,494.99
Vendor CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT Total:					461,636.33
Vendor: CON95 - CONTRA COSTA COUNTY TREASURER					
R24-006038	105600	09/06/2024	100-561-42101	JULY-SEPTEMBER ANIMAL CONTROL SERVICES	49,804.00
Vendor CON95 - CONTRA COSTA COUNTY TREASURER Total:					49,804.00
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
25262	105601	09/06/2024	100-221-42107	REPLACE SPARK PLUGS- PD	1,075.17
Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:					1,075.17
Vendor: 2767 - CRAIG WHITTON CONSULTING					
00072	105602	09/06/2024	100-341-42101	AUGUST 2024 PW PROJECT MANAGEMENT	262.50
Vendor 2767 - CRAIG WHITTON CONSULTING Total:					262.50
Vendor: 2220 - CRESCO EQUIPMENT RENTALS					
5981038-0013	105631	09/13/2024	100-345-42511	12" CAPACITY BRUSH CHIPPER-PARKS	3,658.50
Vendor 2220 - CRESCO EQUIPMENT RENTALS Total:					3,658.50
Vendor: DEP03 - DEPARTMENT OF TRANSPORTATION					
SL241013	105632	09/13/2024	200-342-42101	APRIL-JUNE SIGNAL & LIGHTING- PW	2,214.03
SL241013	105632	09/13/2024	310-347-42101	APRIL-JUNE SIGNAL & LIGHTING- PW	459.41
SL241013	105632	09/13/2024	310-348-42101	APRIL-JUNE SIGNAL & LIGHTING- PW	753.36
Vendor DEP03 - DEPARTMENT OF TRANSPORTATION Total:					3,426.80

WARRANT LISTING

Payment Dates: 8/31/2024 - 9/13/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
86027493	105633	09/13/2024	100-10601	8/21/24 GASOLINE DELIVERY-CORP YARD	3,965.34
86036460	105633	09/13/2024	100-10601	8/26/24 GASOLINE DELIVERY-CORP YARD	1,422.46
86038567	105633	09/13/2024	100-10601	8/27/24 GAS DELIVERY- CORP YARD	1,517.35
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					6,905.15
Vendor: DOL01 - DOLAN'S LUMBER					
AUGUST 2024	105634	09/13/2024	100-342-44306	MAINTENANCE SUPPLIES-CITYWIDE	42.53
AUGUST 2024	105634	09/13/2024	500-641-42108	MAINTENANCE SUPPLIES-CITYWIDE	49.93
Vendor DOL01 - DOLAN'S LUMBER Total:					92.46
Vendor: EBM01 - EBMUD					
303032-08222024	105635	09/13/2024	310-348-43102	2677 Pinole Valley Rd--Irrigation Use Only	204.52
388057-08222024	105635	09/13/2024	100-343-43102	1960 Sarah Dr--Irrigation Use Only	301.82
435474-08222024	105635	09/13/2024	100-343-43102	2937 Pinole Valley Rd--Tennis Court Restrooms	151.78
464595-08282024	105635	09/13/2024	209-554-43102	635 Tennent Ave--Pinole Youth Center/CTV	53.95
464595-08282024	105635	09/13/2024	505-119-43102	635 Tennent Ave--Pinole Youth Center/CTV	53.94
464596-08282024	105635	09/13/2024	100-345-43102	2310 Park St--Fernandez Park Baseball Field	8,233.19
465190-08262024	105635	09/13/2024	201-343-43102	813 Fernandez Ave--Irrigation Use Only	70.39
465395-08282024	105635	09/13/2024	100-345-43102	1095 Nob Hill Ave--Parks & Gardens--Meadow Park	2,034.59
465422-08282024	105635	09/13/2024	500-641-43102	80 TENNENT AVE--WASTE WATER TREATMENT PLANT	1,483.15
465553-08262024	105635	09/13/2024	100-343-43102	2301 1/2 San Pablo Ave--Irrigation Use Only	106.35
465569-08282024	105635	09/13/2024	100-343-43102	601 Tennent Ave--Memorial Hall	128.61
465922-08262024	105635	09/13/2024	100-343-43102	636 Tennent Ave--Irrigation Use Only	70.39
465923-08282024	105635	09/13/2024	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	714.42
466363-08262024	105635	09/13/2024	100-345-43102	1818 Canyon Dr--Irrigation Use Only	1,098.03
513648-08262024	105635	09/13/2024	100-343-43102	2161 Plum St--Parking Lot Irrigation	106.35
524589-08282024	105635	09/13/2024	100-345-43102	592 Marlesta Rd--Irrigation Use Only	2,299.84
529821-08282024	105635	09/13/2024	209-552-43102	2500 Charles St--Senior Center	1,133.16
532187-08262024	105635	09/13/2024	100-343-43102	2601 Charles St--Irrigation Use Only	70.39
540499-08262024	105635	09/13/2024	100-343-43102	1230 Pinole Valley Rd--Irrigation Use Only	70.39
544461-08282024	105635	09/13/2024	100-110-43102	2131 Pear St--Offices--City Hall	3.86
544461-08282024	105635	09/13/2024	100-111-43102	2131 Pear St--Offices--City Hall	9.28
544461-08282024	105635	09/13/2024	100-112-43102	2131 Pear St--Offices--City Hall	8.51
544461-08282024	105635	09/13/2024	100-115-43102	2131 Pear St--Offices--City Hall	25.21
544461-08282024	105635	09/13/2024	100-116-43102	2131 Pear St--Offices--City Hall	8.51
544461-08282024	105635	09/13/2024	100-117-43102	2131 Pear St--Offices--City Hall	68.05
544461-08282024	105635	09/13/2024	100-343-43102	2131 Pear St--Offices--City Hall	121.26
544461-08282024	105635	09/13/2024	200-342-43102	2131 Pear St--Offices--City Hall	21.65
544461-08282024	105635	09/13/2024	212-461-43102	2131 Pear St--Offices--City Hall	8.20
544461-08282024	105635	09/13/2024	212-462-43102	2131 Pear St--Offices--City Hall	21.81
544461-08282024	105635	09/13/2024	285-464-43102	2131 Pear St--Offices--City Hall	6.50

WARRANT LISTING

Payment Dates: 8/31/2024 - 9/13/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
544461-08282024	105635	09/13/2024	505-119-43102	2131 Pear St--Offices--City Hall	6.50
545474-08282024	105635	09/13/2024	100-110-43102	2131 Pear St--Offices--City Hall	8.93
545474-08282024	105635	09/13/2024	100-111-43102	2131 Pear St--Offices--City Hall	21.43
545474-08282024	105635	09/13/2024	100-112-43102	2131 Pear St--Offices--City Hall	19.65
545474-08282024	105635	09/13/2024	100-115-43102	2131 Pear St--Offices--City Hall	58.23
545474-08282024	105635	09/13/2024	100-116-43102	2131 Pear St--Offices--City Hall	19.65
545474-08282024	105635	09/13/2024	100-117-43102	2131 Pear St--Offices--City Hall	157.17
545474-08282024	105635	09/13/2024	100-343-43102	2131 Pear St--Offices--City Hall	280.05
545474-08282024	105635	09/13/2024	200-342-43102	2131 Pear St--Offices--City Hall	50.01
545474-08282024	105635	09/13/2024	212-461-43102	2131 Pear St--Offices--City Hall	18.93
545474-08282024	105635	09/13/2024	212-462-43102	2131 Pear St--Offices--City Hall	50.37
545474-08282024	105635	09/13/2024	285-464-43102	2131 Pear St--Offices--City Hall	15.00
545474-08282024	105635	09/13/2024	505-119-43102	2131 Pear St--Offices--City Hall	15.00
554167-08282024	105635	09/13/2024	100-345-43102	1600 Primrose Lane--Irrigation Use Only	1,339.54
554625-08282024	105635	09/13/2024	100-343-43102	601 Tennent Ave--Memorial Hall	365.48
565167-082624	105635	09/13/2024	201-343-43102	2100 San Pablo Ave--Offices--Faria House	77.41
565169-08282024	105635	09/13/2024	201-343-43102	2100 San Pablo Ave--Offices--Faria House	128.15
610134-08262024	105635	09/13/2024	201-343-43102	2100 SAN PABLO AVE-IRRIGATION USE ONLY	100.27
Vendor EBM01 - EBMUD Total:					21,419.87
Vendor: 1655 - ENDRESS + HAUSER, INC.					
6002602959	105603	09/06/2024	500-641-44306	EQUIPMENT MAINTENANCE SUPPLIES- WWTP	786.65
Vendor 1655 - ENDRESS + HAUSER, INC. Total:					786.65
Vendor: 2853 - EVERON, LLC					
155894740	105637	09/13/2024	500-641-42108	CORP YARD/WWTP ALARM MONITORING 8/29-11/28/24	66.00
155894740	105637	09/13/2024	500-642-42108	CORP YARD/WWTP ALARM MONITORING 8/29-11/28/24	66.00
Vendor 2853 - EVERON, LLC Total:					132.00
Vendor: 1612 - FIRST VANGUARD RENTALS & SALES					
1-511172	105638	09/13/2024	100-343-42511	LIGHT TOWER RENTALS-GENERAL MAINTENANCE	813.75
1-511291	105638	09/13/2024	100-342-42514	YELLOW PAINT- STREET MAINTENANCE	584.24
1-511306	105638	09/13/2024	100-342-42514	YELLOW PAINT- ROAD MAINTENANCE	584.24
Vendor 1612 - FIRST VANGUARD RENTALS & SALES Total:					1,982.23
Vendor: 2457 - GEOLINKS					
BD0209842	105639	09/13/2024	525-118-43106	INTERNET- IT	499.00
Vendor 2457 - GEOLINKS Total:					499.00
Vendor: GLO08 - GLOBALSTAR					
000000075629818	105640	09/13/2024	525-118-43101	TELECOMMUNICATION SERVICE- IT	134.00
Vendor GLO08 - GLOBALSTAR Total:					134.00
Vendor: 2897 - GOLDEN BAY FENCE PLUS IRON WORKS, INC.					
INV0010213	105641	09/13/2024	100-000-31510	REFUND BUSINESS LICENSE 19-07925 OVERPAYMENT	167.00
Vendor 2897 - GOLDEN BAY FENCE PLUS IRON WORKS, INC. Total:					167.00
Vendor: GRA13 - GRAFIX SHOPPE					
158683	105604	09/06/2024	100-221-42107	GRAPHICS FOR PD VEHICLE	141.00
Vendor GRA13 - GRAFIX SHOPPE Total:					141.00
Vendor: HOM01 - HOME DEPOT CREDIT SERVICE					
AUGUST 2024	105642	09/13/2024	100-343-44306	MAINTENANCE SUPPLIES-CITYWIDE	124.30

WARRANT LISTING

Payment Dates: 8/31/2024 - 9/13/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
AUGUST 2024	105642	09/13/2024	100-345-44306	MAINTENANCE SUPPLIES-CITYWIDE	270.42
AUGUST 2024	105642	09/13/2024	209-552-44306	MAINTENANCE SUPPLIES-CITYWIDE	279.87
AUGUST 2024	105642	09/13/2024	209-554-44306	MAINTENANCE SUPPLIES-CITYWIDE	101.50
AUGUST 2024	105642	09/13/2024	500-641-44306	MAINTENANCE SUPPLIES-CITYWIDE	242.99
Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:					1,019.08
Vendor: IED02 - IEDA, INC.					
24701	105643	09/13/2024	100-116-42101	SEPTEMBER LABOR RELATIONS- HR	2,609.92
Vendor IED02 - IEDA, INC. Total:					2,609.92
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X11064503	105605	09/06/2024	500-641-44305	DEIONIZATION SERVICE-WWTP	974.63
Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:					974.63
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
260535	105606	09/06/2024	100-551-42511	PORTABLE TOILET RENTAL	144.77
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					144.77
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
24975	105607	09/06/2024	209-554-42108	SEPTEMBER JANITORIAL SERVICE- YOUTH CENTER	483.34
24976	105607	09/06/2024	209-552-42108	SEPTEMBER JANITORIAL SERVICE SENIOR CENTER	447.27
24977	105607	09/06/2024	209-552-42108	SEPTEMBER JANITORIAL SERVICE- SENIOR CENTER	2,257.00
24978	105607	09/06/2024	209-552-43810	SEPTEMBER JANITORIAL SERVICES- SENIOR CENTER KITCH	429.67
24979	105607	09/06/2024	209-553-42108	SEPTEMBER JANITORIAL SERVICE TINY TOTS	516.23
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					4,133.51
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000033401	105644	09/13/2024	500-641-44302	AUGUST SLUDGE REMOVAL-WWTP	4,718.65
Vendor KEL09 - KELLER CANYON LANDFILL Total:					4,718.65
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
12535	105608	09/06/2024	500-641-44303	ZETAG CHEMICALS- WWTP	19,176.24
Vendor KUB00 - KUBWATER RESOURCES, INC. Total:					19,176.24
Vendor: 1253 - LIL' FROG CREATIONS					
1085	105609	09/06/2024	209-554-43812	SUMMER CAMP BANNERS-YOUTH CENTER	135.18
Vendor 1253 - LIL' FROG CREATIONS Total:					135.18
Vendor: 2896 - NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSILTANTS					
INV0010216	105645	09/13/2024	100-000-31510	REFUND BUSINESS LICENSE BUS24-0233 OVERPAYMENT	41.00
Vendor 2896 - NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSILTANTS Total:					41.00
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
AUGUST 2024	105646	09/13/2024	100-343-44306	MAINTENANCE SUPPLIES-CITYWIDE	408.99
AUGUST 2024	105646	09/13/2024	500-641-44306	MAINTENANCE SUPPLIES-CITYWIDE	138.12
Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:					547.11
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100401659192	105647	09/13/2024	209-554-42108	SEPTEMBER 2024 ELEVATOR MAINTENANCE-YOUT...	190.51
100401659665	105647	09/13/2024	100-222-42108	SEPTEMBER ELEVATOR MAINTENANCE SERVICES- PD	128.96
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					319.47

WARRANT LISTING

Payment Dates: 8/31/2024 - 9/13/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1555 - OWEN EQUIPMENT					
00064693	105648	09/13/2024	207-344-42108	SWEEPER PARTS- NPDES	803.66
Vendor 1555 - OWEN EQUIPMENT Total:					803.66
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
4212735	105649	09/13/2024	100-222-42108	MONTHLY LANDSCAPE SERVICES	167.99
4212735	105649	09/13/2024	100-231-42108	MONTHLY LANDSCAPE SERVICES	450.13
4212735	105649	09/13/2024	100-343-42108	MONTHLY LANDSCAPE SERVICES	240.14
4212735	105649	09/13/2024	100-345-42108	MONTHLY LANDSCAPE SERVICES	7,721.19
4212735	105649	09/13/2024	200-342-42108	MONTHLY LANDSCAPE SERVICES	447.98
4212735	105649	09/13/2024	201-343-42108	MONTHLY LANDSCAPE SERVICES	732.28
4212735	105649	09/13/2024	209-552-42108	MONTHLY LANDSCAPE SERVICES	272.45
4212735	105649	09/13/2024	209-553-42108	MONTHLY LANDSCAPE SERVICES	283.22
4212735	105649	09/13/2024	209-557-42108	MONTHLY LANDSCAPE SERVICES	283.22
4212735	105649	09/13/2024	310-347-42108	MONTHLY LANDSCAPE SERVICES	82.92
4212735	105649	09/13/2024	310-348-42108	MONTHLY LANDSCAPE SERVICES	87.23
Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:					10,768.75
Vendor: PEL02 - PELCO SALES AND SERVICE					
Contract Custom Door	105610	09/06/2024	209-552-47201	WALK IN DOOR- SENIOR CENTER	6,901.08
Vendor PEL02 - PELCO SALES AND SERVICE Total:					6,901.08
Vendor: 2630 - PET FOOD EXPRESS, LLC					
61-2408PN	105611	09/06/2024	100-221-42514	CANINE SUPPLIES- PD	71.60
Vendor 2630 - PET FOOD EXPRESS, LLC Total:					71.60
Vendor: PGE01 - PG&E					
1121-08192024	105650	09/13/2024	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	100.95
1233-08192024	105650	09/13/2024	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	115.63
2620-08192024	105650	09/13/2024	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	149.90
5374-08192024	105650	09/13/2024	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	131.78
8687-08192024	105650	09/13/2024	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	144.30
Vendor PGE01 - PG&E Total:					642.56
Vendor: 1009 - PRECISION IT CONSULTING					
14643	105612	09/06/2024	525-118-42510	ACROBAT SUBSCRIPTION- REC ADMIN	151.75
Vendor 1009 - PRECISION IT CONSULTING Total:					151.75
Vendor: 1432 - R3 CONSULTING GROUP					
123432	105613	09/06/2024	214-342-42101	SOLID WASTE CONSULTING THROUGH 5/31/24	12,000.00
Vendor 1432 - R3 CONSULTING GROUP Total:					12,000.00
Vendor: 2783 - READYFRESH					
14H6708050237	105651	09/13/2024	100-111-42201	WATER DELIVERY SERVICES- CITY HALL/PD	59.93
Vendor 2783 - READYFRESH Total:					59.93

WARRANT LISTING

Payment Dates: 8/31/2024 - 9/13/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: SWE00 - ROY SWEARINGEN					
INV0010217	105652	09/13/2024	100-113-42201	REFUND OFFICE EXPENSE- CITY TREASURER	206.31
Vendor SWE00 - ROY SWEARINGEN Total:					206.31
Vendor: 1450 - RUBENSTEIN SUPPLY COMPANY					
S2624352.001	105653	09/13/2024	100-343-44306	DRAIN- GENERAL MAINTENANCE	125.95
Vendor 1450 - RUBENSTEIN SUPPLY COMPANY Total:					125.95
Vendor: 2893 - SANCO PIPELINES INC					
INV0010214	105654	09/13/2024	100-000-31510	REFUND BUSINESS LICENSE BUS24-0241 OVERPAYMENT	112.00
Vendor 2893 - SANCO PIPELINES INC Total:					112.00
Vendor: 2449 - SAVECO NORTH AMERICA, INC.					
PART24212-PL	105614	09/06/2024	500-641-44306	EQUIPMENT MAINTENANCE SUPPLIES- WWTP	964.63
Vendor 2449 - SAVECO NORTH AMERICA, INC. Total:					964.63
Vendor: 2442 - SELECTRON TECHNOLOGIES, INC.					
5204	105655	09/13/2024	525-118-42101	RELAY OUTBOUND ANNUAL FEE- IT	4,000.00
Vendor 2442 - SELECTRON TECHNOLOGIES, INC. Total:					4,000.00
Vendor: 1714 - SHERRI D. LEWIS					
CC05PINOLE-FY2024/25	105615	09/06/2024	100-112-42101	8/20/24 COUNCIL MEETING MINUTES	1,087.50
CC06PINOLE-FY2024/25	105656	09/13/2024	100-112-42101	9/3/24 CITY COUNCIL MEETING MINUTES	337.50
Vendor 1714 - SHERRI D. LEWIS Total:					1,425.00
Vendor: 2524 - SONIC TELECOM, LLC					
1008687519	105616	09/06/2024	525-118-43106	INTERNET SERVICES- CORP YARD	549.00
1008873141	105616	09/06/2024	525-118-43106	INTERNET- CORP YARD	549.00
Vendor 2524 - SONIC TELECOM, LLC Total:					1,098.00
Vendor: SQU00 - SQUARE DEAL GARAGE					
48990	105657	09/13/2024	100-343-42107	VEHICLE BRAKES REPLACEMENT- PW	1,196.62
Vendor SQU00 - SQUARE DEAL GARAGE Total:					1,196.62
Vendor: STE20 - STERICYCLE, INC.					
8007862187	105617	09/06/2024	100-222-42101	MEDICAL WASTE AUGUST 2024- PD	66.30
Vendor STE20 - STERICYCLE, INC. Total:					66.30
Vendor: SWA05 - SWANK MOTION PICTURES					
2294684	105658	09/13/2024	209-551-42515	MOVIE LICENSE- RECREATION	470.00
Vendor SWA05 - SWANK MOTION PICTURES Total:					470.00
Vendor: SIE04 - THATCHER COMPANY, INC					
2024250105005	105659	09/13/2024	500-641-44303	SODIUM BISULFITE- WWTP	8,634.47
Vendor SIE04 - THATCHER COMPANY, INC Total:					8,634.47
Vendor: 2775 - TOWNSEND PUBLIC AFFAIRS, INC.					
22204	105660	09/13/2024	100-115-42101	SEPTEMBER GRANT WRITING SERVICES- FIN	4,000.00
22237	105660	09/13/2024	100-115-42101	SEPTEMBER LEGISLATIVE ADVOCACY SERVICES- FIN	5,000.00
Vendor 2775 - TOWNSEND PUBLIC AFFAIRS, INC. Total:					9,000.00
Vendor: TRA01 - TRANS BAY INSURANCE					
INV00005184	105618	09/06/2024	100-113-42506	CITY TREASURER BOND	250.00
INV00005186	105618	09/06/2024	100-112-42506	CITY CLERK BOND	175.00
Vendor TRA01 - TRANS BAY INSURANCE Total:					425.00

WARRANT LISTING

Payment Dates: 8/31/2024 - 9/13/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.					
263397-202408-1	105661	09/13/2024	525-118-42510	AUGUST DATA SEARCH SERVICES- PD	136.60
Vendor TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC. Total:					136.60
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
15754	105662	09/13/2024	100-343-42108	SANITARY SUPPLIES- CORP YARD	981.07
15973	105662	09/13/2024	100-343-42108	SANITARY SUPPLIES- CORP YARD	412.07
15980	105662	09/13/2024	100-222-42108	SANITARY SUPPLIES- PD	255.41
15981	105662	09/13/2024	100-343-44306	SANITARY SUPPLIES- CITY HALL	348.81
528666	105662	09/13/2024	500-641-42108	AUGUST 2024 JANITORIAL SERVICES- WWTP	559.00
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					2,556.36
Vendor: USB06 - US BANK					
536794068	105663	09/13/2024	525-118-42107	COPIER LEASES- IT	2,709.86
AUGUST 2024	105619	09/06/2024	100-20018	AUGUST 2024 CAL-CARD STATEMENT- CITYWIDE	21,558.40
Vendor USB06 - US BANK Total:					24,268.26
Grand Total:					699,216.29

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	450,063.20
105 - Measure S -2006	64,642.91
106 - MEASURE S-2014	78,494.99
200 - Gas Tax Fund	3,376.23
201 - Restricted Real Estate Maintenance Fund	1,108.50
207 - NPDES Storm Water Fund	1,111.16
209 - Recreation Fund	15,453.33
212 - Building & Planning	99.31
214 - Solid Waste Fund	12,000.00
285 - Housing Land Held for Resale	1,057.30
310 - Lighting & Landscape Districts	1,587.44
325 - City Street Improvements	631.17
500 - Sewer Enterprise Fund	44,700.54
505 - Cable Access TV	75.44
525 - Information Systems	24,349.39
750 - Recognized Obligation Retirement Fund	465.38
Grand Total:	699,216.29

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business Lice...	432.00
100-10601	Gas Tanks/Corp Yard	6,905.15
100-110-43102	Utilities/Water	12.79
100-111-42201	Office Expense	59.93
100-111-43102	Utilities/Water	30.71
100-112-42101	Prof Svcs/Professional Se..	1,559.93
100-112-42506	Admin Exp/Bonds	175.00
100-112-43102	Utilities/Water	28.16
100-113-42201	Office Expense	206.31
100-113-42506	Admin Exp/Bonds	250.00
100-115-42101	Prof Svcs/Professional Se..	9,000.00
100-115-43102	Utilities/Water	83.44
100-116-42101	Prof Svcs/Professional Se..	2,609.92
100-116-42514	Admin Exp/Special Depa...	108.49
100-116-43102	Utilities/Water	28.16
100-117-43102	Utilities/Water	225.22
100-20018	Accounts Payable/CalCa...	21,558.40
100-221-42107	Prof Svcs/Equipment Ma...	1,216.17
100-221-42514	Admin Exp/Special Depa...	71.60
100-222-42101	Prof Svcs/Professional Se..	66.30
100-222-42108	Prof Svcs/Building-Struc...	552.36
100-222-42201	Office Expense	32.00
100-222-44410	Safety Clothing	69.09
100-231-42101	Prof Svcs/Professional Se..	318,498.43
100-231-42108	Prof Svcs/Building-Struc...	450.13
100-231-43102	Utilities/Water	714.42
100-341-42101	Prof Svcs/Professional Se..	262.50
100-342-42514	Admin Exp/Special Depa...	1,168.48
100-342-44306	Other Materials Supp/M...	42.53
100-343-42107	Prof Svcs/Equipment Ma...	1,196.62
100-343-42108	Prof Svcs/Building-Struc...	2,210.78
100-343-42511	Admin Exp/Equipment R...	813.75
100-343-43102	Utilities/Water	1,772.87
100-343-44306	Other Materials Supp/M...	1,047.49
100-345-42108	Prof Svcs/Building-Struc...	7,721.19
100-345-42511	Admin Exp/Equipment R...	3,658.50
100-345-43102	Utilities/Water	15,005.19

Account Summary

Account Number	Account Name	Payment Amount
100-345-44306	Other Materials Supp/M...	270.42
100-551-42511	Admin Exp/Equipment R...	144.77
100-561-42101	Prof Svcs/Professional Se..	49,804.00
105-231-42101	Prof Svcs/Professional Se..	64,642.91
106-231-42101	Prof Svcs/Professional Se...	78,494.99
200-342-42101	Prof Svcs/Professional Se..	2,214.03
200-342-42108	Prof Svcs/Building-Struc...	447.98
200-342-43102	Utilities/Water	71.66
200-342-43103	Utilities/Electricity & Po...	642.56
201-343-42108	Prof Svcs/Building-Struc...	732.28
201-343-43102	Utilities/Water	376.22
207-344-42102	Prof Svcs/Attorney Servi...	307.50
207-344-42108	Prof Svcs/Building-Struc...	803.66
209-551-42515	Admin Exp/Special Events	470.00
209-552-42108	Prof Svcs/Building-Struc...	2,976.72
209-552-43102	Utilities/Water	1,133.16
209-552-43804	Program Cost/Food Prog...	1,215.68
209-552-43810	Program Cost/Center Ma..	429.67
209-552-44306	Other Materials Supp/M...	279.87
209-552-47201	Improvements/Building	6,901.08
209-553-42108	Prof Svcs/Building-Struc...	799.45
209-554-42108	Prof Svcs/Building-Struc...	673.85
209-554-43102	Utilities/Water	53.95
209-554-43812	Program Cost/Youth Cen...	135.18
209-554-44306	Other Materials Supp/M...	101.50
209-557-42108	Prof Svcs/Building-Struc...	283.22
212-461-43102	Utilities/Water	27.13
212-462-43102	Utilities/Water	72.18
214-342-42101	Prof Svcs/Professional Se..	12,000.00
285-464-42101	Prof Svcs/Professional Se..	1,035.80
285-464-43102	Utilities/Water	21.50
310-347-42101	Prof Svcs/Professional Se..	459.41
310-347-42108	Prof Svcs/Building-Struc...	82.92
310-348-42101	Prof Svcs/Professional Se..	753.36
310-348-42108	Prof Svcs/Building-Struc...	87.23
310-348-43102	Utilities/Water	204.52
325-342-47205	Improvements/Streets	631.17
500-641-42107	Prof Svcs/Equipment Ma...	1,600.00
500-641-42108	Prof Svcs/Building-Struc...	674.93
500-641-43102	Utilities/Water	1,483.15
500-641-44302	Other Materials Supp/SI...	4,718.65
500-641-44303	Other Materials Supp/C...	27,810.71
500-641-44305	Other Materials Supp/La...	2,854.68
500-641-44306	Other Materials Supp/M...	2,132.39
500-642-42107	Prof Svcs/Equipment Ma...	3,281.53
500-642-42108	Prof Svcs/Building-Struc...	66.00
500-642-44306	Other Materials Supp/M...	78.50
505-119-43102	Utilities/Water	75.44
525-118-42101	Prof Svcs/Professional Se..	4,000.00
525-118-42106	Prof Svcs/Software Main...	15,450.00
525-118-42107	Prof Svcs/Equipment Ma...	2,709.86
525-118-42510	Admin Exp/Software Pur...	288.35
525-118-43101	Utilities/Telephone	134.00
525-118-43106	Utilities/Internet	1,767.18
750-463-42101	Prof Svcs/Professional Se..	465.38
Grand Total:		699,216.29

Project Account Summary

Project Account Key	Payment Amount
None	698,585.12
32534247205RO1710	<u>631.17</u>
Grand Total:	699,216.29

Approved By:  Date: 9/12/2024



CITY COUNCIL REPORT

9.C.

DATE: SEPTEMBER 17, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: MARKISHA GUILLORY, FINANCE DIRECTOR
SUBJECT: FY 2023/24 FOURTH QUARTER INVESTMENT REPORT

RECOMMENDATION

Staff recommends that the City Council receive the Quarterly Investment Report for the fourth quarter (ending June 30, 2024).

BACKGROUND

The City of Pinole Investment Policy requires that a Quarterly Investment Report be submitted to the City Council. The City's investments, as shown in the attached Investment Report for the quarter ending June 30, 2024, conform to the City's Investment Policy as well as all applicable State and federal requirements, including California Government Code Section 53646.

The funds that the City invests, and which are reported in the Quarterly Investment Report, are comprised of cash and investment balances that are held across all City funds. The cash and investment balances across all City funds are "pooled" for investment purposes, with the exception of the assets of the General Reserve, which is discussed further below. Cash is invested in accordance with the City's Investment Policy. Interest earnings on investments are allocated to the various funds based on the cash and investment balances of those funds.

The City also maintains a Section 115 Trust that was established for the purpose of setting aside resources to offset anticipated increases in future City pension costs. The cash and investments in the trust are designated as restricted fund balance in the City's General Fund. These funds are invested according to the policy objectives and guidelines of the City's Pension Investment Policy.

REVIEW AND ANALYSIS

Investment Policy

All investments held at June 30, 2024 conform to the City's Investment Policy and all applicable State and federal requirements. The City's investment objectives, in order of priority, are safety, which is investing in the highest quality securities; liquidity, which is the ability to convert the investment to cash as necessary to meet cash flow requirements; and yield, which is earning a higher return.

Investment Strategy

The City utilizes a passive investment management approach by buying and holding securities until maturity. Earnings on investments held until maturity typically fluctuate with market conditions and are considered “unrealized” prior to maturity. The City expects to yield a gain on all investments at maturity. A “laddered maturity” investment strategy is applied to the long-term portion of the City’s investment portfolio. A laddered portfolio is structured with securities that have different maturity dates. As securities are called or mature, proceeds are reinvested in a new security with another long term at the end of the ladder. Laddering helps to minimize interest-rate risk, increase liquidity, and diversify credit risk.

Staff continues to monitor rates of return on City funds invested and make investments to best achieve the objectives laid out in the Investment Policy.

Fourth Quarter Investment Summary

As of June 30, 2024, total cash and investments increased by \$4,714,349 from the previous quarter, from \$49,701,835 to \$54,416,184. Typically, the City experiences swings in cash inflow and outflow due to the seasonality of large receipts, such as property taxes, and large disbursements, like debt service that is paid semiannually. The City will have sufficient cash flow to meet the next six months of estimated expenditures.

Investment Instruments

The Finance Director, in consultation with the City Treasurer, selects the instruments in which to invest the City’s funds, in order to best meet the objectives laid out in the City’s Investment Policy. The balances held in different investment instruments at June 30, 2024 are noted in Attachment A. The bulk of the City’s investment funds are invested in the State of California’s Local Agency Investment Fund (LAIF), because of the safety and liquidity of that investment.

Funds in the City’s General Reserve are maintained in an account that is separate from the rest of the pooled funds. This enables the Finance Director to implement a directed investment plan for the General Reserve funds. The City’s practice has been to invest these funds in instruments with longer duration, thereby yielding greater investment earnings.

Investment Yield and Duration

The weighted average yield of the City’s investment portfolio for the quarter ended June 30, 2024 is summarized in Attachment A. The total investment portfolio yielded 4.443% for the fourth quarter (April through June 2024), up from the 4.231% yielded in the previous quarter (January through March 2024).

For the fourth quarter, LAIF earned an average annual yield of 4.480%, up from an average annual yield of 4.232% for the third quarter. LAIF yields gradually decreased between June 2019 and November 2021 and were lower than long-term investment yields in most cases. However, LAIF has shown gradual growth in yield since December 2021.

The General Reserve, which holds the longer-term investments, earned an average annual yield of 4.001%, slightly up from the 3.862% average annual yield in the third quarter. No new investment instruments were purchased during the fourth quarter. Additionally, a certificate of deposit matured, First Source Federal Credit Union, and was redeemed for cash.

Section 115 Trust

The Section 115 Trust is comprised of a diversified portfolio of investments consistent with the Trust's objectives and liquidity requirements. The funds are invested on behalf of the City by Public Agency Retirement Services (PARS). The portfolio summary for the quarter ending June 30, 2024 is included in Attachment B to this report.

FISCAL IMPACT

There is no fiscal impact as a result of receiving the Fourth Quarter Investment Report.

ATTACHMENTS

- A. Investment Report - Quarter Ending 6-30-24
- B. Section 115 Trust Investment Report- Quarter Ending 6-30-24

**CITY OF PINOLE
INVESTMENT REPORT JUNE 2024
PORTFOLIO SUMMARY**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	Yield	Weighted Average Maturity
Investment Pool - LAIF	29,280,220	29,172,353	29,172,353	59.01%	1	4.480	1
Investment Pool - CalTrust	3,427,211	3,427,211	3,427,211	6.93%	1	4.890	0
Money Market Savings	6,581,691	6,581,691	6,581,691	13.31%	1	4.840	0
Mutual Funds	5,896,099	5,896,099	5,896,099	11.93%	1	4.913	0
Certificates of Deposit	2,979,000	2,943,637	2,943,637	5.95%	339	3.291	2
Medium-Term Corporate Notes	1,000,000	940,090	940,090	1.90%	803	2.180	15
Federal Agency Securities	500,000	478,135	478,135	0.97%	345	0.710	3
Subtotal Investments	\$ 49,664,221	\$ 49,439,216	49,439,216	100.00%	248	4.443	3

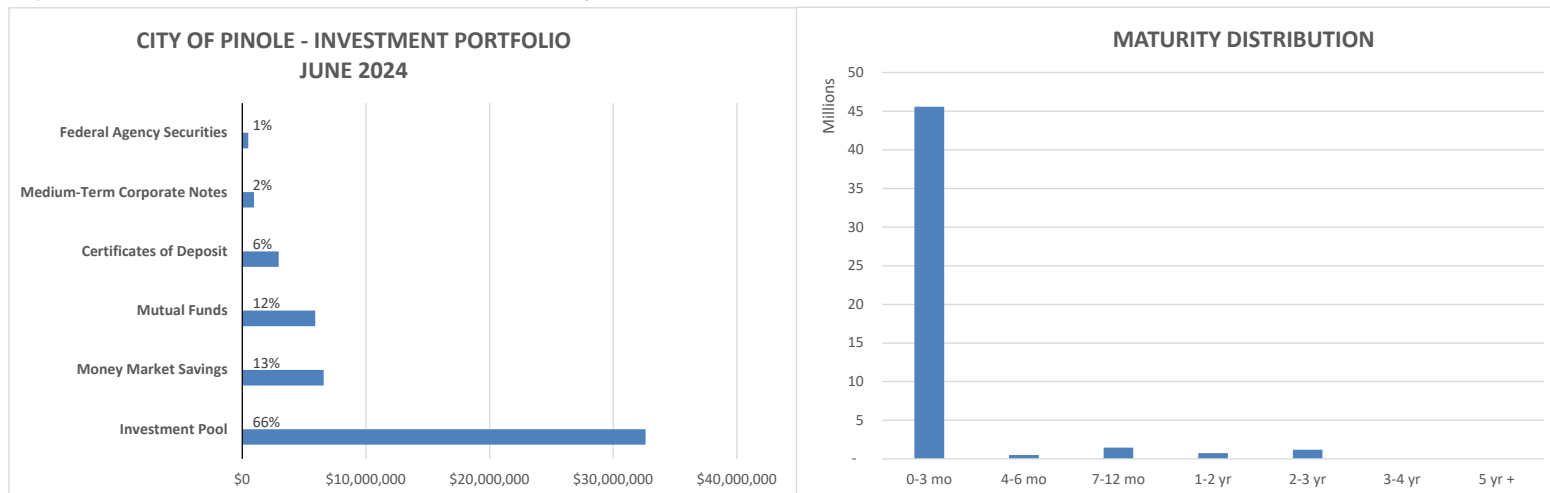
Average Years to Maturity: 0.7

Cash							
Mechanics Bank - Vendor Checking *	2,812,403	2,812,403	2,812,403		1		
Mechanics Bank - WWTP Debt Svc. Checking	1,089,183	1,089,183	1,089,183		1		
BMO - Payroll Checking *	672,761	672,761	672,761		1		
BMO - Checking (Credit Card Clearing) *	402,621	402,621	402,621		1		
Subtotal Cash	4,976,968	4,976,968	4,976,968		1		

Total Cash and Investments \$ 54,641,189 \$ 54,416,184 \$ 54,416,184

*Not included in yield calculations

The above investments are consistent with the City's Investment Policy and allowable under current legislation of the State of California. Investments were selected using safety, liquidity and yield as the criteria. The source of the market values for the investments are provided by US Bank in accordance with the California Government Code requirement. The City has sufficient cash flow to cover anticipated expenditures through the next six months.



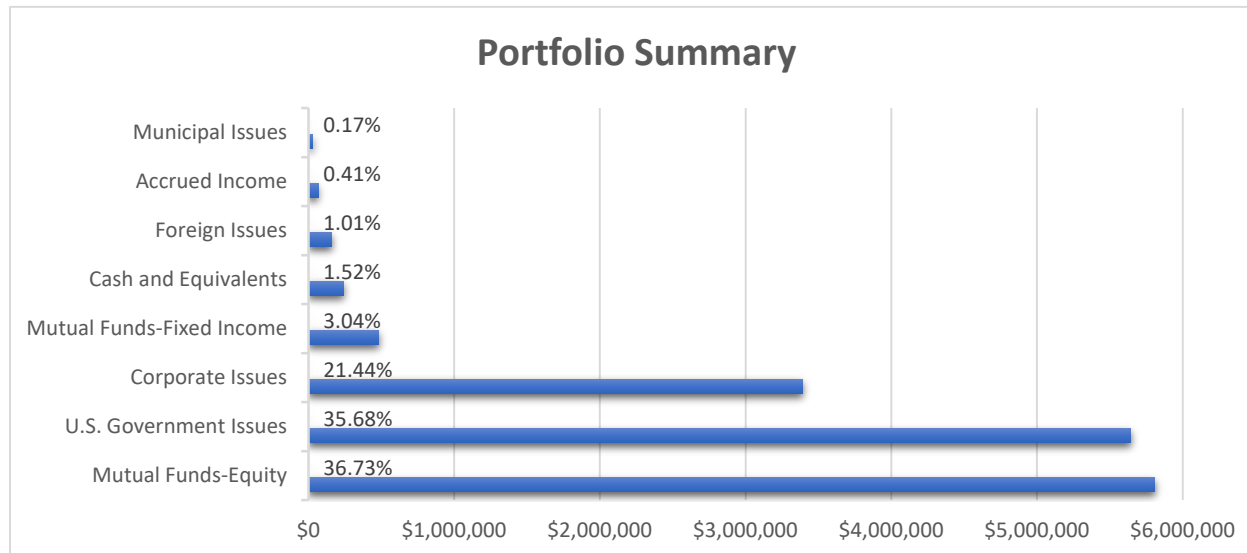
CITY OF PINOLE
INVESTMENT REPORT JUNE 2024 DETAIL
PORTFOLIO DETAILS

Type / Account Number	CUSIP	Issuer	Manager	GL Acct #	Par Value	Market Value	Book Value	Rate	Yield	Days to Maturity	S&P Rating	Maturity Date	Weighted Average Maturity
Investment Pool													
		Local Agency Investment Fund (LAIF)	LAIF	999-10201	29,280,220	29,172,353	29,172,353	4.480	4.480	1	N/A		1
		CalTrust - Short Term Fund (City)	CalTrust	999-10202	26,511	26,511	26,511	5.100	5.100	1	N/A		0
		CalTrust - Medium Term Fund (City)	CalTrust	999-10203	3,400,700	3,400,700	3,400,700	4.680	4.680	1	N/A		0
					32,707,431	32,599,563	32,599,563	4.753	4.501	1			0
Money Market Savings													
		Mechanics Bank	City	999-10102	6,473,893	6,473,893	6,473,893	4.920	4.920	1	N/A		0
		BMO	City	999-10104	107,799	107,799	107,799	0.010	0.010	1	N/A		0
					6,581,691	6,581,691	6,581,691	2.465	4.840	1			0
Mutual Funds													
19-516680		U.S. Bank	US Bank	150-10110	34,193	34,193	34,193	1.980	1.980	1	N/A		0
19-516680	31846V203	1st American Government Obligation Fund	US Bank	150-10110	5,861,906	5,861,906	5,861,906	4.930	4.930	1	N/A		0
					5,896,099	5,896,099	5,896,099	3.455	4.913	1			0
Certificates of Deposit													
19-516680	01025RAG4	Alabama Cr Un	US Bank	150-10110	248,000	248,590	248,590	5.000	4.990	722	N/A	6/22/2026	4
19-516680	064520BG3	Bank of Princeton	US Bank	150-10110	250,000	243,970	243,970	0.500	0.510	183	N/A	12/30/2024	1
19-516680	05580A2H6	Bmw Bk North Amer	US Bank	150-10110	244,000	243,195	243,195	4.900	4.920	351	N/A	6/16/2025	2
19-516680	30960QAP2	Farmers Insurance Group Fed	US Bank	150-10110	248,000	248,181	248,181	5.250	5.250	386	N/A	7/21/2025	2
19-516680	33715LFK1	First Technology Federal Credi	US Bank	150-10110	248,000	247,752	247,752	5.100	5.100	351	N/A	6/16/2025	2
19-516680	53052LAW9	Liberty Fed Cr Un Evansville	US Bank	150-10110	248,000	248,303	248,303	5.300	5.290	379	N/A	7/14/2025	2
19-516680	70212VAB4	Partners Bk helena Ark	US Bank	150-10110	247,000	235,892	235,892	0.600	0.630	365	N/A	6/30/2025	2
19-516680	70215UAA5	Partners 1ST Federal Cu	US Bank	150-10110	248,000	247,970	247,970	5.500	5.500	17	N/A	7/17/2024	0
19-516680	84223QAN7	Southern Bankcorp Bank	US Bank	150-10110	250,000	246,075	246,075	0.500	0.510	117	N/A	10/25/2024	1
19-516680	856283N51	State Bk Indiana Chicago Ill	US Bank	150-10110	250,000	239,118	239,118	1.000	1.050	361	N/A	6/26/2025	2
19-516680	87164WC71	Synchrony Bank	US Bank	150-10110	249,000	245,955	245,955	0.650	0.660	92	N/A	9/30/2024	0
19-516680	910286GR8	United Fid Bk FSB Evansville I	US Bank	150-10110	249,000	248,636	248,636	4.800	4.810	744	N/A	7/14/2026	4
					2,979,000	2,943,637	2,943,637	3.258	3.291	339			2
Medium-Term Corporate Notes													
19-516679	037833DN7	Apple Inc.	US Bank	150-10110	1,000,000	940,090	940,090	2.050	2.180	803	AA+	9/11/2026	15
					1,000,000	940,090	940,090	2.050	2.180	803			15
Federal Agency Securities													
19-516680	3133ELH80	Federal Farm Credit Bks	US Bank	150-10110	500,000	478,135	478,135	0.680	0.710	345	AA+	6/10/2025	3
					500,000	478,135	478,135	0.680	0.710	345			3
					\$ 49,664,221	\$ 49,439,216	\$ 49,439,216	2.777	4.4426216	248			

Average Years :	0.7
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CITY OF PINOLE
INVESTMENT REPORT JUNE 2024
SECTION 115 TRUST PORTFOLIO SUMMARY

Investments	Market Value	Book Value	% of Market	Yield
Cash and Equivalents	240,117	240,117	1.52%	6.400
U.S. Government Issues	5,643,045	5,992,521	35.68%	4.210
Corporate Issues	3,391,375	3,522,453	21.44%	4.920
Foreign Issues	160,412	166,053	1.01%	4.410
Municipal Issues	26,806	30,479	0.17%	4.870
Mutual Funds-Equity	5,808,987	4,763,908	36.73%	1.220
Mutual Funds-Fixed Income	480,980	480,038	3.04%	6.420
Total Assets	15,751,721	15,195,569	99.59%	3.370
Accrued Income	65,232	65,232	0.41%	
Grand Total	\$ 15,816,953	\$ 15,260,801	100%	





CITY COUNCIL REPORT

9.D.

DATE: SEPTEMBER 17, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: MARKISHA GUILLORY, FINANCE DIRECTOR
SUBJECT: FY 2023/24 FOURTH QUARTER FINANCIAL REPORT AND YEAR-END ADJUSTMENTS

RECOMMENDATION

Staff recommends that the City Council receive the Fiscal Year (FY) 2023/24 Fourth Quarter Financial Report and adopt a resolution approving year-end budget adjustments.

BACKGROUND

The City operates on an annual budget cycle. Through the budget, the City Council approves revenue estimates and authorizes City staff to expend the City's limited financial resources. The City Council adopts an original budget prior to the start of each fiscal year, then makes adjustments to the budget throughout the year to reflect changes in expected revenues and to increase or decrease expenditures to address changes in policy or operational priorities.

As one of the many activities that the City undertakes to help ensure its financial soundness, staff provides quarterly financial reports on the City's budget condition.

The Fourth Quarter Financial Report covers financial activity for FY 2023/24, from July 1, 2023 through June 30, 2024. It provides preliminary year-end results since the annual audit has not been completed. Further adjustments may be necessary as a result of the City's year-end audit process.

REVIEW AND ANALYSIS

Staff has reviewed the City's budget results through fourth quarter, from July 1, 2023 through June 30, 2024. City revenues and expenditures are mostly on track with original budgeted amounts. Staff does recommend some budget adjustments, which are discussed within this report and in Attachment A.

General Fund Analysis

The FY 2023/24 budget is a status quo budget, meaning that while it includes several economic adjustments, it does not include any fundamental changes to programs or service levels. The City remains in a stable financial position and is able to fund its operating and capital expenditures through annual, recurring funding sources. The originally adopted FY 2023/24 General Fund budget included \$25.6 million in revenues, \$34.4 million in expenditures, and \$8.8 million use of the \$12.5 million unassigned fund balance (residual,

unrestricted funds) to fund several capital improvement projects and several Council-directed initiatives.

The FY 2023/24 revised (“mid-year”) budget included \$25.8 million in revenues, \$35.2 million in expenditures, and \$9.4 million use of unassigned fund balance.

As of FY 2023/24 year-end, the City estimates total revenues of \$27.1 million, expenditures of \$31.8 million, and \$4.7 million use of fund balance. The General Fund unassigned fund balance is projected to be \$7.7 million at the end of the fiscal year, at this point. The year-end estimate includes a proposed budget adjustment to increase the transfers out (operating subsidies) to the Recreation Fund and Pinole Community Television (PCTV) Fund to balance the funds. The table below summarizes the General Fund budget.

General Fund (including Measure S 2006 and 2014)	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End Actuals
Revenues	\$ 25,598,123	\$ 25,809,123	\$ -	\$ 25,809,123	\$ 27,071,183	105%	\$ 27,088,373
Expenditures	34,397,708	35,241,987	769,339	36,011,326	31,054,603	86%	31,823,942
Net surplus/deficit	(8,799,585)	(9,432,865)	(769,339)	(10,202,204)	\$ (3,983,419)		(4,735,569)
Beginning Fund Balance	12,470,865	12,470,865		12,470,865			12,470,865
Ending Fund Balance	\$ 3,671,280	\$ 3,038,000		\$ 2,268,661			\$ 7,735,296

General Fund Revenue (including Measure S 2006 and 2014)

The City Council authorized revenues in the amount of \$25.6 million in the original FY 2023/24 General Fund budget, including Measure S 2006 and 2014. The revised budget as of mid-year totaled \$25.8 million. General Fund actual revenues for FY 2023/24 totaled \$27.1 million, 105% of the amended budget. The table below summarizes the General Fund budgeted revenues.

Category	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals	% of Amended Budget	Estimated Year-End
Property Taxes	\$ 5,678,211	\$ 5,678,211	\$ -	\$ 5,678,211	\$ 5,948,810	105%	\$ 5,948,810
Sales and Use Taxes	4,621,023	4,471,023	-	4,471,023	4,411,000	99%	4,411,000
Sales and Use Taxes - Measure S 2006	2,486,000	2,486,000	-	2,486,000	2,510,464	101%	2,510,464
Sales and Use Taxes - Measure S 2014	2,486,000	2,486,000	-	2,486,000	2,508,755	101%	2,508,755
Utility Users Tax	2,085,485	2,185,485	-	2,185,485	2,445,715	112%	2,445,715
Franchise Taxes	794,658	794,658	-	794,658	901,208	113%	901,208
Other Taxes: TOT	453,200	453,200	-	453,200	378,622	84%	395,812
Other Taxes: Business License	437,514	437,514	-	437,514	467,817	107%	467,817
Intergovernmental Taxes	2,319,918	2,319,918	-	2,319,918	2,346,237	101%	2,346,237
Public Safety Charges	1,432,539	1,693,539	-	1,693,539	1,834,100	108%	1,834,100
Total Other Revenue	558,095	558,095	-	558,095	1,086,662	195%	1,086,662
Revenue Total:	23,352,643	23,563,643	-	23,563,643	24,839,390	105%	24,856,580
Transfer In from Section 115 Trust	2,245,480	2,245,480		2,245,480	2,231,793	99%	2,231,793
Revenue/Sources Total:	\$ 25,598,123	\$ 25,809,123	\$ -	\$ 25,809,123	\$ 27,071,183	105%	\$27,088,373

Sales Tax

Sales tax is the City’s largest general revenue stream, representing 37% of total ongoing General Fund revenues. For FY 2023/24, total sales tax collected, including Measure S funds, was \$9,430,219, 100% of the amended budget.

Property Tax

Property tax is the City’s second largest revenue stream, representing 22% of total ongoing General Fund revenues. It is comprised of four segments – secured, unsecured,

supplemental, and transfer tax. The largest segment is secured property tax. It is received in three installments in December (55%), April (40%), and June of each year (5%). Secured property tax revenue includes the basic 1% property tax and the Redevelopment Property Tax Trust Fund (RPTTF). This is revenue that has resulted from the dissolution of the former Pinole Redevelopment Agency and represents the shift from the Agency receiving tax increment revenue to the various taxing entities receiving the tax revenue. The RPTTF revenue will convert to “normal” property tax revenue when all of the former Agency’s outstanding debt is paid off and the Successor Agency is formally dissolved. Dissolution is in progress as the final debt service payment has been paid. For FY 2023/24, total property tax revenue was \$5,948,810, 105% of the amended budget. Revenue from the RPTTF portion came in higher than projected.

Utility User’s Tax

Utility Users’ Tax (UUT) is levied on telecommunication, electricity, gas, and mobile telephones. For FY 2023/24, UUT revenues collected were \$2,445,715, 112% of the amended budget. Receipts from the electricity segment came in significantly higher than projected.

Franchise Tax

Franchise Tax is levied on gas, electricity, cable, and refuse. For FY 2023/24, revenues collected were \$901,208, 113% of the amended budget. Receipts from the refuse segment was significantly higher than projected.

Transient Occupancy Tax

Transient Occupancy Tax (TOT), also known as the “hotel tax,” is levied on persons staying 30 days or less in a motel or lodging facility within City limits. For FY 2023/24, revenues collected were \$378,622, 84% of the amended budget. Short-term lodging has been trending downward.

Business License

Business License Tax is assessed on all businesses doing business within City limits. For FY 2023/24, revenues collected from renewals and new businesses totaled \$467,817, 107% of the amended budget.

Intergovernmental Taxes

Intergovernmental Taxes is comprised of the Motor Vehicle License Fee (VLF), which is the City’s share of motor vehicle license fees levied, collected, and apportioned by the State. This category also includes the Homeowners Property Tax Relief, which is a reimbursement from the State to offset loss of property tax for the state-imposed homeowner exemption. This revenue is received in two equal installments. For FY 2023/24, revenue collected was \$2,346,237, 101% of the amended budget.

Public Safety Charges

Public safety charges are received for dispatch services provided to the cities of Hercules and

San Pablo under an Intergovernmental Service Sharing agreement. For FY 2023/24, public safety charges were \$1,834,100, 108% of the amended budget. Actual revenue was higher than projected due to a true-up payment that was made in first quarter for the prior fiscal year.

Other Revenues

Other revenues include permits, fees, fines and forfeitures, rental income, proceeds from the sale of property, investment income, and grants. For FY 2023/24, all revenues in this category totaled \$1,086,662, 195% of the amended budget. Actual revenue was higher than projected mostly due to permit activity.

Other Financing Sources/Transfer In

The transfer in comes from the Section 115 Trust to offset the increase in pension costs in the General Fund. The amount of the transfer is based on total expenditures at year-end. For FY 2023/24, the transfer in to the General Fund was \$2,231,793, 99% of the amended budget.

General Fund Expenditures (including Measure S 2006 and 2014)

The City Council authorized expenditures in the amount of \$34.4 million in the original FY 2023/24 General Fund budget. The revised budget was increased to \$35.2 million. General Fund actual expenditures for FY 2023/24 totaled \$31.1 million (including encumbrances), 86% of the amended budget. The table below summarizes the General Fund budgeted expenditures. *As mentioned above, staff recommends budget adjustments totaling \$769,399 to increase the transfers out (operating subsidies) to the Recreation Fund and the PCTV Fund to balance those funds.*

Department	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End Actuals
City Council	\$ 212,212	\$ 215,412	\$ -	\$ 215,412	\$ 227,194	105%	\$ 227,194
City Manager	590,960	602,710	-	602,710	535,472	89%	535,472
City Clerk	624,354	624,354	-	624,354	615,496	99%	615,496
City Treasurer	8,727	8,727	-	8,727	9,681	111%	9,681
City Attorney	320,428	320,428	-	320,428	229,817	72%	229,817
Finance Department	854,336	1,037,368	-	1,037,368	954,186	92%	954,186
Human Resources	888,227	888,227	-	888,227	831,985	94%	831,985
Non-Departmental	3,975,120	4,042,120	769,339	4,811,459	4,611,941	96%	5,381,280
Information Technology	3,600	3,600	-	3,600	-	0%	-
Police Department	11,062,112	11,144,842	-	11,144,842	11,583,771	104%	11,583,771
Fire Department	5,571,985	5,596,735	-	5,596,735	6,107,146	109%	6,107,146
Public Works	9,238,294	9,715,846	-	9,715,846	4,472,937	46%	4,472,937
Community Development	625,617	619,883	-	619,883	549,198	89%	549,198
Community Services	421,736	421,736	-	421,736	325,779	77%	325,779
Expenditure Total:	\$ 34,397,708	\$ 35,241,987	\$ 769,339	\$ 36,011,326	\$ 31,054,603	86%	\$ 31,823,942

The following are explanations of significant expenditure variances from budgeted amounts.

- Police department expenditures ended FY 2023/24 at 104% of the amended budget primarily due to unanticipated vacation payouts resulting from retirements and comp time leave payouts. Other pay types, such as overtime, longevity, and pension costs were higher than projected.
- Fire expenditures ended FY 2023/24 at 109% of the amended budget primarily due to higher than projected pension costs for the unfunded liability portion for former fire

staff.

Overall, actual General Fund (including Measure S) revenues exceeded budget by \$1.3 million, mainly due to higher than projected receipts in tax revenues and permit fee revenues. Actual expenditures were lower than budget by \$5 million, primarily attributable to budgeted capital projects and one-time initiatives that were not completed in FY 2023/24, but were carried forward to FY 2024/25. As mentioned above, the General Fund unassigned fund balance is projected to be \$7.7 million at the end of this fiscal year. This amount will increase to approximately \$8.1 million once open purchase orders are closed. The City also maintains a separate General Reserve Fund which maintains a balance equal to 50% (six months of expenditure coverage) of total ongoing General Fund expenditures. The fund balance is projected to be \$10.3 million at the end of this fiscal year.

Other Funds Analysis

The following analysis provides explanations of the financial activity for select non-general funds with substantial financial activity. Attachment A includes detailed financial information for all funds.

Special Revenue Funds

Gas Tax Fund (Fund 200)

The Gas Tax Fund accounts for revenue from State excise taxes on gasoline and diesel fuel sales (referred to as the Highway Users Tax Account (HUTA)) as well as revenue from the Road Repair and Accountability Act of 2017 (SB1) (referred to as the Road Maintenance and Rehabilitation Account (RMRA)). Gas Tax Fund resources are restricted for use in the construction and maintenance of public streets. These funds support both annual operating and capital projects. For FY 2023/24, revenues were \$1,078,951, 103% of the amended budget. Revenues were higher than the budgeted amount mainly due to higher interest earnings. Expenditures, including encumbrances, were \$626,807, 31% of the amended budget. Actual expenditures were low due to the timing of budgeted capital projects.

Gas Tax Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End
Revenues	\$ 1,046,400	\$ 1,046,400		\$ 1,046,400	\$ 1,078,951	103%	\$ 1,078,951
Expenditures	1,980,986	1,980,986	-	1,980,986	626,807	31%	621,769
Net surplus/deficit	(934,586)	(934,586)	-	(934,586)	\$ 452,144		457,182
Beginning Fund Balance	1,131,871	1,131,871		1,131,871			1,131,871
Ending Fund Balance	\$ 197,285	\$ 197,285		\$ 197,285			\$ 1,589,053

Public Safety Augmentation Fund (Fund 203)

The Public Safety Augmentation Fund (PSAF) accounts for monies allocated by the County Auditor-Controller under Proposition 172 from the statewide 0.5% sales tax based on a share of statewide taxable sales. These funds are used exclusively for public safety personnel costs. For FY 2023/24, revenues were \$241,358, 100% of the amended budget. Expenditures were \$482,009, 96% of the amended budget.

Public Safety Augmentation Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End
Revenues	\$ 241,853	\$ 241,853		\$ 241,853	\$ 241,358	100%	\$ 241,358
Expenditures	482,009	482,009		482,009	462,287	96%	462,287
Net surplus/deficit	(240,156)	(240,156)	-	(240,156)	\$ (220,928)		(220,928)
Beginning Fund Balance	580,890	580,890		580,890			580,890
Ending Fund Balance	\$ 340,734	\$ 340,734		\$ 340,734			\$ 359,962

Supplemental Law Enforcement Services Fund (206)

The Supplemental Law Enforcement Services Fund (SLESF) accounts for funds received from the County under AB 3229, which enacted the Citizens Option for Public Safety (COPS) Program, through which the City receives \$100,000 annually. In addition to the \$100,000 annual payment, the City receives a Growth Allocation payment. The funds are used to partially offset officer personnel costs. For FY 2023/24, revenues were \$209,838, 126% of the amended budget. Revenues were higher than the budgeted amount mainly due to higher interest earnings. Expenditures were \$326,357, 96% of the amended budget. A portion of fund balance was used to purchase safety equipment and vehicles.

Supplemental Law Enforcement Services Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End
Revenues	\$ 166,600	\$ 166,600		\$ 166,600	\$ 209,838	126%	\$ 209,838
Expenditures	339,864	339,864	-	339,864	326,357	96%	326,357
Net surplus/deficit	(173,264)	(173,264)	-	(173,264)	\$ (116,518)		(116,518)
Beginning Fund Balance	420,077	420,077		420,077			420,077
Ending Fund Balance	\$ 246,813	\$ 246,813		\$ 246,813			\$ 303,559

NPDES Storm Water Fund (Fund 207)

The NPDES Storm Water Fund accounts for assessments collected by the County via property tax bills and provided to the City for stormwater programs pursuant to the National Pollutant Discharge Elimination System (NPDES) regulations, a federally mandated program.

Assessments are levied at \$35 per Equivalent Runoff Unit (ERU). Revenues are typically received in December, April, and June through property tax assessments. For FY 2023/24, revenues were \$240,155, 95% of the amended budget. Expenditures were \$363,782, 97% of the amended budget.

NPDES Storm Water Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End
Revenues	\$ 253,422	\$ 253,422		\$ 253,422	\$ 240,155	95%	240,155
Expenditures	374,769	374,769		374,769	363,782	97%	363,782
Net surplus/deficit	(121,347)	(121,347)	-	(121,347)	\$ (123,627)		(123,627)
Beginning Fund Balance	0	0		0			0
Ending Fund Balance	\$ (121,347)	\$ (121,347)		\$ (121,347)			\$ (123,627)

Recreation Department Fund (Fund 209)

The Recreation Department Fund accounts for funds received from fees for participation in recreational programs. While participation in some programs have returned to full capacity, other have not returned to pre-pandemic levels. For FY 2023/24, program revenues were \$517,948, 104% of the amended budget. In addition, the Recreation Fund budget includes transfers in from the General Fund and Measure S 106 Fund; the actual amount transferred is based on need. Expenditures were \$1,889,230, 83% of the amended budget. Actual expenditures were lower than budgeted in the administration, senior center, and youth center divisions. The original budget includes transfers in totaling \$799,131, but an additional \$593,187 is needed to balance the fund. *Therefore, staff recommends a \$593,187 budget*

adjustment to increase the transfer in from Measure S 2014.

Recreation Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End
Revenues							
Program Revenue	\$ 489,667	\$ 498,536	\$ -	\$ 498,536	\$ 517,948	104%	\$ 517,948
Transfers In	799,131	799,131	593,187	1,392,318	799,131	100%	1,392,318
Total Revenues	1,288,797	1,297,666	593,187	1,890,853	1,317,079	101%	1,910,266
Expenditures	2,135,264	2,267,867	-	2,267,867	1,889,230	83%	1,889,230
Net surplus/deficit	(846,467)	(970,201)	593,187	(377,014)	\$ (572,151)		21,036
Beginning Fund Balance	(21,036)	(21,036)		(21,036)			(21,036)
Ending Fund Balance	\$ (867,503)	\$ (991,237)		\$ (398,050)			\$ (0)

Building & Planning Fund (Fund 212)

The Building & Planning Fund accounts for funds received from fees and permits for building and planning services. Fees are collected to recover the cost primarily related to inspections and plan checks performed. FY 2023/24, revenues were \$1,685,643, 109% of the amended budget. Actual revenues were higher due to higher than projected permit fee and review fee receipts. Expenditures were \$2,339,135, 102% of the amended budget.

Building and Planning Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End
Revenues	\$ 1,411,477	\$ 1,481,272	\$ -	\$ 1,481,272	\$ 1,618,643	109%	\$ 1,618,643
Transfers In	-	67,000	-	67,000	67,000	100%	67,000
Total Revenues	\$ 1,411,477	\$ 1,548,272	\$ -	\$ 1,548,272	\$ 1,685,643	109%	1,685,643
Expenditures	2,151,428	2,291,208	-	2,291,208	2,339,135	102%	2,239,135
Net surplus/deficit	(739,951)	(742,936)	-	(742,936)	\$ (653,492)		(553,492)
Beginning Fund Balance	(1,526,213)	(1,526,213)		(1,526,213)			(1,526,213)
Ending Fund Balance	\$ (2,266,165)	\$ (2,269,150)		\$ (2,269,150)			\$ (2,079,706)

Solid Waste Fund (Fund 214)

The Solid Waste Fund accounts for funds received from Republic Services from a monthly fee it assesses on customer rates for solid waste services. These funds are set aside for future solid waste capital projects and for a rate stabilization fund. For FY 2023/24, revenues were \$675,329, 184% of the amended budget. Actual revenues were higher due to higher than projected interest earnings and solid waste fee receipts. In addition, the City received a \$75,000 recycling grant. Expenditures were \$108,328, 18% of the amended budget. Actual expenditures were low due to the timing of budgeted capital projects.

Solid Waste Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End
Revenues	\$ 368,000	\$ 368,000		\$ 368,000	\$ 675,329	184%	\$ 675,329
Expenditures	589,381	589,381		589,381	108,328	18%	108,328
Net surplus/deficit	(221,381)	(221,381)	-	(221,381)	\$ 567,001		567,001
Beginning Fund Balance	2,348,814	2,348,814		2,348,814			2,348,814
Ending Fund Balance	\$ 2,127,433	\$ 2,127,433		\$ 2,127,433			\$ 2,915,815

Measure J Fund (Fund 215)

The Measure J Fund accounts for special sales tax revenues collected by the Contra Costa Transportation Authority (CCTA) and reapportioned to the cities for local street projects. The City must submit a checklist each year to confirm compliance with a Growth Management Program in order to receive these funds. Estimates of annual funding are provided by the CCTA, and jurisdiction allocations are based on a formula that considers both population and road mileage. For FY 2023/24, revenues were \$734,271, 64% of the amended budget. Actual revenues were lower due to the timing of reimbursements of three state grants (Transportation

Land-Use Connections (TLC) grant, One Bay Area Grant (OBAG), and Highway Safety Improvement Program (HSIP) grant, which have not yet been received. Expenditures, including encumbrances, were \$529,984, 52% of the amended budget. Actual expenditures were low due to the timing of budgeted capital projects.

Measure J Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End
Revenues	\$ 1,152,257	\$ 1,152,257		\$ 1,152,257	\$ 734,271	64%	\$ 734,271
Expenditures	1,023,719	1,023,719		1,023,719	529,984	52%	491,725
Net surplus/deficit	128,538	128,538	-	128,538	\$ 204,287		242,546
Beginning Fund Balance	2,142,371	2,142,371		2,142,371			2,142,371
Ending Fund Balance	\$ 2,270,909	\$ 2,270,909		\$ 2,270,909			\$ 2,384,917

Growth Impact Fund (276)

The Growth Impact Fund accounts for development fees collected to mitigate the impact of new development. Specifically, it provides for the expansion, design, construction, or upgrade to facilities, roadways, and equipment. The City collects impact fees for police, fire protection, public facilities and equipment, wastewater, transportation, drainage, and parks and recreation. For FY 2023/24, impact fee revenues were \$221,508, 21% of the amended budget. Actual revenues were lower due to lower than projected receipts from development projects. There were no expenditures due to the timing of budgeted capital projects.

Growth Impact Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End
Revenues	\$ 1,039,594	\$ 1,039,594	\$ -	\$ 1,039,594	\$ 221,508	21%	\$ 221,508
Expenditures	1,348,000	1,348,000		1,348,000	57,982	0%	57,982
Net surplus/deficit	(308,406)	(308,406)	-	(308,406)	\$ 163,526		163,526
Beginning Fund Balance	3,340,034	3,340,034		3,340,034			3,340,034
Ending Fund Balance	\$ 3,031,629	\$ 3,031,629		\$ 3,031,629			\$ 3,503,560

Housing Assets for Resale Fund (285)

The Housing Assets for Resale Fund accounts for activities associated with administering housing programs of the former Pinole Redevelopment Agency, use of Housing Set Aside funds, and the provision of affordable housing within the community. For FY 2023/24, revenue was \$201,402, 366% of the amended budget. Actual revenue was higher due to higher than projected interest earnings and, to a lesser extent, loan repayments. Expenditures were \$137,350, 40% of the amended budget.

Housing Assets for Resale Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End
Revenues	\$ 55,000	\$ 55,000		\$ 55,000	\$ 201,402	366%	\$ 201,402
Expenditures	339,254	339,254		339,254	137,350	40%	137,350
Net surplus/deficit	(284,254)	(284,254)	-	(284,254)	\$ 64,052		64,052
Beginning Fund Balance	8,203,718	8,203,718		8,203,718			8,203,718
Ending Fund Balance	\$ 7,919,464	\$ 7,919,464		\$ 7,919,464			\$ 8,267,770

Capital Project Funds

City Street Improvement (Fund 325)

The City Street Improvements Fund accounts for an annual \$250,000 transfer from Measure S 2014 for street improvement projects. Additionally, it accounts for various federal, state, and other grants for road projects. Grant revenue is received on a reimbursement basis, after expenditures are incurred. For FY 2023/24, revenues were \$368,805, 18% of the amended

budget. Revenues are low due to the timing of reimbursements from CalTrans Transportation Development Act (TDA) and West Contra Costa Transportation Advisory Committee (WCCTAC) Strategic Management Planning Program (STMP) grant programs. Expenditures, including encumbrances, were \$395,825, 18% of the amended budget. Actual expenditures were low due to the timing of budgeted capital projects.

City Street Improvement Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End Actuals
Revenues	\$ 2,064,683	\$ 2,064,683		\$ 2,064,683	\$ 368,805	18%	\$ 368,805
Expenditures	2,232,004	2,232,004		2,232,004	234,310	10%	234,310
Net surplus/deficit	(167,321)	(167,321)	-	(167,321)	\$ 134,495		134,495
Beginning Fund Balance	1,916,783	1,916,783		1,916,783			1,916,783
Ending Fund Balance	\$ 1,749,462	\$ 1,749,462		\$ 1,749,462			\$ 2,051,278

Arterial Streets Rehabilitation (Fund 377)

The Arterial Streets Rehabilitation Fund accounts for an annual \$250,000 transfer from Measure S 2014 for street rehabilitation projects. For FY 2023/24, revenue (transfer in) was \$250,000, 100% of the amended budget. Expenditures, including encumbrances, were \$8,066, 1% of the revised budget. Actual expenditures were low due to the timing of budgeted capital projects.

Arterial Streets Rehabilitation Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End Actuals
Revenues	\$ 250,000	\$ 250,000		\$ 250,000	\$ 250,000	100%	\$ 250,000
Expenditures	758,624	758,624		758,624	8,066	1%	8,066
Net surplus/deficit	(508,624)	(508,624)		(508,624)	\$ 241,934		241,934
Beginning Fund Balance	761,137	761,137		761,137			761,137
Ending Fund Balance	\$ 252,513	\$ 252,513		\$ 252,513			\$ 1,003,071

Enterprise Funds

Sewer Enterprise Fund (Fund 500)

The Sewer Enterprise Fund accounts for fees charged to residents and businesses for sewer utilities. Fees are used to operate the Pinole-Hercules Wastewater Treatment Plant, which serves the Pinole and Hercules areas. Revenues are received with the property tax payments in December, April, and June. For FY 2023/24, revenues were \$9,152,112, 99% of the amended budget. Expenditures, including encumbrances, were \$8,158,132, 34% of the amended budget. Actual expenditures were low due to the timing of budgeted capital projects.

Sewer Enterprise Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End Actuals
Revenues	\$ 9,254,209	\$ 9,254,209		\$ 9,254,209	\$ 9,152,112	99%	\$ 9,152,112
Expenditures	24,185,339	24,185,339	-	24,185,339	8,158,132	34%	6,796,141
Net surplus/deficit	(14,931,130)	(14,931,130)	-	(14,931,130)	\$ 993,980		2,355,971
Beginning Fund Balance	19,251,936	19,251,936		19,251,936			19,251,936
Ending Fund Balance	\$ 4,320,806	\$ 4,320,806		\$ 4,320,806			\$ 21,607,908

Cable Access TV Fund (Fund 505)

The Cable Access TV Fund accounts for revenue received from cable franchise fees, video production and broadcast charges, and Public, Educational, and Governmental (PEG) access fees. PEG access fees are designated for equipment purchases. Transfers from the General Fund also help support the operating costs. For FY 2023/24, revenues were \$198,318, 57% of

the amended budget. Actual revenues were lower mostly due to lower than projected video production receipts. Expenditures were \$546,175, 80% of the amended budget. The original budget includes transfers in totaling \$160,164, but an additional \$161,983 is needed to balance the fund. *Therefore, staff recommends a \$161,983 budget adjustment to increase the transfer in from Measure S 2014.*

Cable Access TV Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End Actuals
Revenues	\$ 374,928	\$ 348,442	\$ -	\$ 348,442	\$ 198,318	57%	\$ 198,318
Transfers In	160,124	160,124	176,152	336,276	160,124	100%	336,276
Total Revenues	\$ 535,052	\$ 508,566	\$ 176,152	\$ 684,718	\$ 358,442	70%	534,594
Expenditures	682,056	682,056		682,056	546,175	80%	546,175
Net surplus/deficit	(307,128)	(333,614)	352,304	(333,614)	\$ (347,857)		(11,581)
Beginning Fund Balance		11,581		11,581			11,581
Ending Fund Balance	\$ (295,547)	\$ (322,033)		\$ (322,033)			\$ 0

Information Systems Fund (Fund 525)

The Information Systems Fund is an internal service fund used to account for activities that provide technology goods or services to other City funds and departments on a cost-reimbursement basis. For FY 2023/24, revenue (reimbursements received from other City departments for information technology services) are estimated to be \$1,637,934, 109% of the amended budget. Expenditures and reimbursements are estimated to be \$1,637,934. Encumbrances for software in the amount of \$222,308 are expected to be carried forward to FY 2024/25.

Information Technology Fund	FY 2023/24 Original Budget	FY 2023/24 Revised Budget	Proposed Adjustments	FY 2023/24 Amended Budget	FY 2023/24 YTD Actuals w/ Encumb.	% of Amended Budget	Estimated Year-End
Expenditures	1,552,663	1,687,934	-	1,687,934	1,847,998	109%	1,637,934
Indirect Cost Allocations	(1,552,663)	(1,687,934)	-	(1,687,934)	(1,366,786)	81%	(1,637,934)
Net surplus/deficit	0	0	-	0	481,212		0
Beginning Fund Balance	4,104	4,104		-			4,104
Ending Fund Balance	\$ 4,104	\$ 4,104		\$ 0			\$ 4,104

The FY 2023/24 budget and actual revenue, expenditures, and ending fund balance for each City fund is listed in Attachment A.

FISCAL IMPACT

In this FY 2023/24 Fourth Quarter Financial Report, staff recommends budget adjustments as summarized below.

- Net increase in Measure S 2014 Fund (Fund 106) expenditures (transfers out) of \$769,33;
- Net increase in Recreation Fund (Fund 209) transfer in of \$593,187;
- Net increase in Cable Access TV Fund (Fund 505) transfer in of \$176,152.

ATTACHMENTS

- Resolution
- FY 2023-24 Fourth Quarter Financial Report

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AMENDING THE FISCAL YEAR 2023/24 OPERATING AND CAPITAL BUDGET TO INCORPORATE ADDITIONAL APPROPRIATIONS

WHEREAS, the City Council did adopt the Fiscal Year (FY) 2023/24 Budget for City Operations by Resolution number 2023-56 on June 20, 2023; and

WHEREAS, the City Manager has presented proposed recommendations for modification of the adopted budget and programs of service for the City of Pinole Operations for FY 2023/24 at the regular City Council Meeting held on September 17, 2024; and

WHEREAS, the City Council has considered these recommended changes, as to the matter of the City budget; and

WHEREAS, the City Council has solicited public input on the proposed modifications to the FY 2023/24 Operations and Capital Budget; and

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

Modifications to the budget, including any requisite use of appropriate Fund Balance, for the City of Pinole for Fiscal Year 2023/24 commencing July 1, 2023 and ending June 30, 2024 are hereby approved and adopted as follows:

1. FY 2023/24 Expenditure Budget Adjustment
Measure S 2014 (106): \$769,339
2. FY 2023/24 Revenue Budget Adjustments
Recreation Fund (209): \$593,187
Cable TV Access Fund (505): \$176,152

PASSED AND ADOPTED this 17th day of September 2024, 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 17th day of **September, 2024**.

Heather Bell, CMC
City Clerk



	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Estimated Year-End
General Fund (including Measure S 2006 and 2014)										
Revenue										
311- Property Taxes	5,678,211	5,678,211		5,678,211	5,948,810		5,948,810	270,599	105%	5,948,810
312- Sales and Use Taxes	4,621,023	4,471,023		4,471,023	4,411,000		4,411,000	(60,023)	99%	4,411,000
312- Sales and Use Taxes-Meas S 2006	2,486,000	2,486,000		2,486,000	2,510,464		2,510,464	24,464	101%	2,510,464
312- Sales and Use Taxes-Meas S 2014	2,486,000	2,486,000		2,486,000	2,508,755		2,508,755	22,755	101%	2,508,755
313- Utility Users Tax	2,085,485	2,185,485		2,185,485	2,445,715		2,445,715	260,230	112%	2,445,715
314- Franchise Taxes	794,658	794,658		794,658	901,208		901,208	106,550	113%	901,208
315- Other Taxes	890,714	890,714		890,714	846,439		846,439	(44,275)	95%	863,629
Other Tax/Transient Occupancy Tax	453,200	453,200		453,200	378,622		378,622	(74,578)	84%	395,812
Other Tax/Business License	437,514	437,514		437,514	467,817		467,817	30,303	107%	467,817
321- Intergovernmental Taxes	2,319,918	2,319,918		2,319,918	2,346,237		2,346,237	26,319	101%	2,346,237
322- Federal Grants	-	-		-	129,788		129,788	129,788	0%	129,788
323- State Grants	65,882	65,882		65,882	36,194		36,194	(29,688)	55%	36,194
324- Other Grants	47,025	47,025		47,025	50,913		50,913	3,888	108%	50,913
332- Permits	108,700	108,700		108,700	324,534		324,534	215,834	299%	324,534
341- Review Fees	500	500		500	22,875		22,875	22,375	4575%	22,875
342- Other Fees	15,054	15,054		15,054	113,399		113,399	98,345	753%	113,399
343- Abatement Fees	33,500	33,500		33,500	22,539		22,539	(10,961)	67%	22,539
351- Fines and Forfeiture	22,050	22,050		22,050	29,716		29,716	7,666	135%	29,716
361- Public Safety Charges	1,432,539	1,693,539		1,693,539	1,834,100		1,834,100	140,561	108%	1,834,100
370- Interest and Investment Income	150,000	150,000		150,000	173,488		173,488	23,488	116%	173,488
381- Rental Income	89,896	89,896		89,896	86,084		86,084	(3,812)	96%	86,084
383- Reimbursements	16,928	16,928		16,928	83,949		83,949	67,021	496%	83,949
384- Other Revenue	7,560	7,560		7,560	13,045		13,045	5,485	173%	13,045
392- Proceeds from Sale of Property	1,000	1,000		1,000	139		139	(861)	14%	139
Revenue Total:	23,352,643	23,563,643	-	23,563,643	24,839,390	-	24,839,390	1,275,747	105%	24,856,580
399- Pension Trust 115 Transfer	2,245,480	2,245,480		2,245,480	2,231,793		2,231,793	(13,687)	99%	2,231,793
Sources Total:	25,598,123	25,809,123	-	25,809,123	27,071,183	-	27,071,183	1,262,060	105%	27,088,373
Fund: 100- General Fund										
Expenditures										
Division: 110- City Council Total:	212,212	215,412		215,412	227,194		227,194	(11,782)	105%	227,194
Division: 111- City Manager Total:	590,960	602,710		602,710	535,472		535,472	(55,238)	89%	535,472
Division: 112- City Clerk Total:	624,354	624,354		624,354	615,496		615,496	(8,858)	99%	615,496
Division: 113- City Treasurer Total:	8,727	8,727		8,727	9,681		9,681	(954)	111%	9,681
Division: 114- City Attorney Total:	320,428	320,428		320,428	229,817		229,817	(90,612)	72%	229,817
City Attorney Services	596,245	596,245		596,245	662,442		662,442	(66,197)	111%	662,442
City Attorney Indirect Cost Allocations	(275,817)	(275,817)		(275,817)	(432,626)		(432,626)	(156,809)	157%	(432,626)
Division: 115- Finance Department Total:	849,436	1,032,468		1,032,468	952,832		952,832	(89,636)	92%	952,832
Division: 116- Human Resources Total:	888,227	888,227		888,227	831,985		831,985	(56,242)	94%	831,985
Division: 117- General Government Total:	990,238	990,238		990,238	1,555,726		1,555,726	(565,489)	157%	1,555,726
Total Administrative:	4,484,582	4,682,564	-	4,682,564	4,958,203	-	4,958,203	(275,639)	106%	4,958,203
Division: 221- Police Operations Total:	5,440,241	5,440,241		5,440,241	6,250,517		6,250,517	(810,276)	115%	6,250,517
Division: 222- Police Support Services Total:	1,494,478	1,534,219		1,534,219	1,455,558		1,455,558	(78,660)	95%	1,455,558
Division: 223- Dispatch WBCC Total:	2,315,202	2,334,432		2,334,432	2,483,214		2,483,214	(148,782)	106%	2,483,214
Division: 231- Fire Total:	3,842,727	3,867,477		3,867,477	4,383,009		4,383,009	(515,532)	113%	4,383,009
Total Public Safety:	13,092,647	13,176,368	-	13,176,368	14,572,298	-	14,572,298	(1,395,930)	111%	14,572,298
Division: 341- Administration/Engineering Total:	655,551	629,014		629,014	713,375		713,375	(84,361)	113%	713,375
Division: 342- Road Maintenance Total:	625,824	625,824		625,824	225,539	2,888	228,426	(397,398)	37%	228,426
Division: 343- Facility Maintenance Total:	1,025,442	1,066,942		1,066,942	760,139	39,752	799,891	(267,051)	75%	799,891
Division: 345- Park Maintenance Total:	372,315	372,315		372,315	358,808		358,808	(13,507)	96%	358,808
Public Works Total:	2,679,132	2,694,095	-	2,694,095	2,057,860	42,640	2,100,500	(593,595)	78%	2,100,500
Division: 461- Planning Total:	16,713	16,713		16,713	10,249		10,249	(6,464)	61%	10,249
Division: 465- Code Enforcement Total:	281,912	273,178		273,178	259,116		259,116	(14,061)	95%	259,116
Division: 466- Economic Development Total:	306,992	309,992		309,992	269,833		269,833	(40,159)	87%	269,833
Community Development Total:	605,617	599,883	-	599,883	539,198		539,198	(60,684)	90%	539,198
Division: 551- Recreation Administration Total:	43,600	43,600		43,600	1,816		1,816	(41,784)	4%	1,816
Division: 560- Library Services Total:	182,585	182,585		182,585	158,796		158,796	(23,789)	87%	158,796
Division: 561 Animal Control Services Total:	169,701	169,701		169,701	164,428		164,428	(5,273)	97%	164,428
Community Services Total:	395,886	395,886	-	395,886	325,040	-	325,040	(70,846)	82%	325,040
Debt Service:	611,107	611,107		611,107	615,440		615,440	(4,333)	101%	615,440
Operating Transfer Out:	1,590,275	1,657,275		1,657,275	1,657,275		1,657,275	-	100%	1,657,275
Expenditure Total:	23,459,246	23,817,177	-	23,817,177	24,725,314	42,640	24,767,954	(950,776)	104%	24,767,954



	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Estimated Year-End
Fund: 105 - Measure S -2006										
Expenditures										
Division: 115- Finance Department Total:	2,450	2,450		2,450	377		377	2,073	15%	377
Division: 221- Police Operations Total:	1,697,340	1,697,340		1,697,340	1,252,499		1,252,499	444,841	74%	1,252,499
Division: 231- Fire Total:	780,955	780,955		780,955	755,412		755,412	25,543	97%	755,412
Expenditures Total:	2,480,745	2,480,745	-	2,480,745	2,008,287	-	2,008,287	472,458	81%	2,008,287
Fund: 106 - Measure S-2014										
Expenditures										
Division: 115- Finance Department Total:	2,450	2,450		2,450	977		977	1,473	40%	977
Division: 118- Information Systems Total:	3,600	3,600		3,600	-		-	3,600	0%	-
Total Administrative:	6,050	6,050	-	6,050	977	-	977	5,073	16%	977
Division: 221- Police Operations Total:	-	23,759		23,759	23,759		23,759	0	100%	23,759
Division: 222- Police Support Services Total:	114,852	114,852		114,852	118,225		118,225	(3,373)	103%	118,225
Division: 231- Fire Total:	948,303	948,303		948,303	968,725		968,725	(20,422)	102%	968,725
Total Public Safety:	1,063,155	1,086,914	-	1,086,914	1,110,709	-	1,110,709	(23,795)	102%	1,110,709
Division: 341- Admin/Engineering Total:	225,317	373,692		373,692	64,578	33,311	97,890	275,803	26%	97,890
Division: 342- Road Maintenance Total:	1,035,210	1,035,210		1,035,210	569,334	60,073	629,406	405,804	61%	629,406
Division: 343- Facility Maintenance Total:	3,356,097	3,668,686		3,668,686	413,795	133,994	547,789	3,120,897	15%	547,789
Division: 344- NPDES Storm Drain Total:	1,332,098	1,332,098		1,332,098	424,751	156,538	581,289	750,809	44%	581,289
Division: 345- Park Maintenance Total:	610,440	612,065		612,065	516,063		516,063	96,001	84%	516,063
Public Works Total:	6,559,162	7,021,751	-	7,021,751	1,988,521	383,916	2,372,437	4,649,314	34%	2,372,437
Division: 466- Economic Development Total:	20,000	20,000		20,000	10,000		10,000	10,000	50%	10,000
Community Development Total:	20,000	20,000	-	20,000	10,000	-	10,000	10,000	50%	10,000
Division: 552- Senior Center Total:	-	-		-	-		-	-	0%	-
Division: 553- Tiny Tots Total:	15,850	15,850		15,850	739		739	15,111	5%	739
Division: 554- Youth Center Total:	10,000	10,000		10,000	-		-	10,000	0%	-
Community Services Total:	25,850	25,850	-	25,850	739	-	739	25,111	3%	739
Sub-Total:	7,674,217	8,160,565	-	8,160,565	3,110,945	383,916	3,494,862	4,665,703	43%	3,494,862
Operating Transfer Out:	783,500	783,500	769,339	1,552,839	783,500		783,500	769,339	50%	1,552,839
Expenditure Total:	8,457,717	8,944,065	769,339	9,713,404	3,894,445	383,916	4,278,362	5,435,042	44%	5,047,701
General Fund and Measure S Expenditure Total:	34,397,708	35,241,987	769,339	36,011,326	30,628,047	426,556	31,054,603	4,956,724	86%	31,823,942
General Fund and Measure S Net Results:	(8,799,585)	(9,432,865)	(769,339)	(10,202,204)	(3,556,864)	(426,556)	(3,983,420)	(6,218,784)	39%	(4,735,569)
Fund Balance July 1, 2023	12,470,865	12,470,865		12,470,865	12,470,865					12,470,865
Estimated Fund Balance June 30, 2024	3,671,280	3,038,000		2,268,661	8,914,001					7,735,296
Fund: 150 - General Reserve										
370- Interest and Investment Income	165,300	165,300		165,300	476,241		476,241	310,941	288%	476,241
Revenue Total:	165,300	165,300	-	165,300	476,241	-	476,241	310,941	288%	476,241
399- Transfer In Total:	764,520	764,520		764,520	764,520		764,520	-	100%	764,520
General Reserve Net Results:	929,820	929,820	-	929,820	1,240,761		1,240,761	310,941	133%	1,240,761
Fund Balance July 1, 2023	9,025,297	9,025,297		9,025,297	9,025,297					9,025,297
Estimated Fund Balance June 30, 2024	9,955,117	9,955,117		9,955,117	10,266,058					10,266,058
Fund: 160 - Equipment Reserve										
392- Sale of Property	-	-		-	-		-	-	0%	-
Revenue Total:	-	-	-	-	-	-	-	-	0%	-
399- Transfers In Total:	150,000	150,000		150,000	150,000		150,000	-	100%	150,000
Sources Total:	150,000	150,000	-	150,000	150,000	-	150,000	-	100%	150,000
Expenditures										
Division: 341- Admin and Engineering Total:	-	45,201		45,201	44,853		44,853	348	99%	44,853
Division: 342- Road Maintenance Total:	120,000	120,000		120,000	-		-	120,000	0%	-
Division: 345- Park Maintenance Total:	80,000	34,799		34,799	13,099	110,873	123,972	(89,173)	356%	13,099
Division: 461- Planning Total:	5,000	5,000		5,000	-		-	5,000	0%	-
Expenditures Total:	205,000	205,000	-	205,000	57,952	110,873	168,825	36,175	82%	57,952
Equipment Reserve Net Results:	(55,000)	(55,000)	-	(55,000)	92,048	(110,873)	(18,825)	36,175	34%	92,048
Fund Balance July 1, 2023	286,732	286,732		286,732	286,732					286,732
Estimated Fund Balance June 30, 2024	231,732	231,732		231,732	378,780					378,780



	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Estimated Year-End
Fund: 200 - Gas Tax Fund										
321- Intergovernmental Taxes	1,033,764	1,033,764		1,033,764	1,008,904		1,008,904	(24,860)	98%	1,008,904
370- Interest and Investment Income	5,000	5,000		5,000	66,310		66,310	61,310	1326%	66,310
383- Reimbursements	7,636	7,636		7,636	3,737		3,737	(3,899)	49%	3,737
Revenue Total:	1,046,400	1,046,400	-	1,046,400	1,078,951	-	1,078,951	(32,551)	103%	1,078,951
Expenditures										
Division: 342- Road Maintenance Total:	1,980,986	1,980,986		1,980,986	621,769	5,039	626,807	1,354,179	32%	621,769
Expenditures Total:	1,980,986	1,980,986	-	1,980,986	621,769	5,039	626,807	1,354,179	32%	621,769
Gas Tax Fund Net Results:	(934,586)	(934,586)		(934,586)	457,182	(5,039)	452,144	1,386,730	-48%	457,182
Fund Balance July 1, 2023	1,131,871	1,131,871		1,131,871	1,131,871					1,131,871
Estimated Fund Balance June 30, 2024	197,285	197,285		197,285	1,589,053					1,589,053
Fund: 201 - Restricted Real Estate Maintenance Fund										
342- Other Fees	3,175	3,175		3,175	-		-	(3,175)	0%	-
381- Rental Income	36,816	36,816		36,816	-		-	(36,816)	0%	-
Revenue Total:	39,991	39,991	-	39,991	-	-	-	39,991	0%	-
Expenditures										
Division: 343- Facility Maintenance Total:	26,000	26,000		26,000	14,808		14,808	11,192	57%	14,808
Expenditures Total:	26,000	26,000	-	26,000	14,808	-	14,808	11,192	57%	14,808
Restricted Real Estate Maint Fund Net Results:	13,991	13,991		13,991	(14,808)		(14,808)	(28,799)	-106%	(14,808)
Fund Balance July 1, 2023	148,246	148,246		148,246	148,246					148,246
Estimated Fund Balance June 30, 2024	162,237	162,237		162,237	133,438					133,438
Fund: 203 - Public Safety Augmentation Fund										
321- Intergovernmental Taxes	239,353	239,353		239,353	216,797		216,797	(22,556)	91%	216,797
370- Interest and Investment Income	2,500	2,500		2,500	24,561		24,561	22,061	982%	24,561
Revenue Total:	241,853	241,853	-	241,853	241,358	-	241,358	(495)	100%	241,358
Expenditures										
Division: 221- Police Operations Total:	482,009	482,009		482,009	462,287		462,287	19,722	96%	462,287
Expenditures Total:	482,009	482,009	-	482,009	462,287	-	462,287	19,722	96%	462,287
Public Safety Augmentation Fund Net Results:	(240,156)	(240,156)		(240,156)	(220,928)		(220,928)	19,228	92%	(220,928)
Fund Balance July 1, 2023	580,890	580,890		580,890	580,890					580,890
Estimated Fund Balance June 30, 2024	340,734	340,734		340,734	359,962					359,962
Fund: 205 - Traffic Safety Fund										
351- Fines and Forfeitures	45,000	45,000		45,000	20,434		20,434	(24,566)	45%	20,434
370- Interest and Investment Income	1,500	1,500		1,500	15,575		15,575	14,075	1038%	15,575
384- Other Revenue	-	-		-	112		112	112	100%	112
Revenue Total:	46,500	46,500	-	46,500	36,121	-	36,121	(10,379)	78%	36,121
Expenditures										
Division: 227- Police Grants Total:	21,595	21,595		21,595	13,457		13,457	8,138	62%	13,457
Division: 342- Road Maintenance Total:	35,000	35,000		35,000	5,685		5,685	29,315	16%	5,685
Expenditures Total:	56,595	56,595	-	56,595	19,142	-	19,142	37,453	34%	19,142
Traffic Safety Fund Net Results:	(10,095)	(10,095)		(10,095)	16,980		16,980	27,075	-168%	16,980
Fund Balance July 1, 2023	272,061	272,061		272,061	272,061					272,061
Estimated Fund Balance June 30, 2024	261,966	261,966		261,966	289,040					289,040
Fund: 206 - Supplemental Law Enforcement Svc Fund										
323- State Grants	165,000	165,000		165,000	186,159		186,159	21,159	113%	186,159
370- Interest and Investment Income	1,600	1,600		1,600	23,680		23,680	22,080	1480%	23,680
Revenue Total:	166,600	166,600	-	166,600	209,838	-	209,838	43,238	126%	209,838
Expenditures										
Division: 227- Police Grants Total:	339,864	339,864		339,864	326,357		326,357	13,507	96%	326,357
Expenditures Total:	339,864	339,864	-	339,864	326,357	-	326,357	13,507	96%	326,357
Sup Law Enforce Svc Fund Net Results:	(173,264)	(173,264)		(173,264)	(116,518)	-	(116,518)	56,746	67%	(116,518)
Fund Balance July 1, 2023	420,077	420,077		420,077	420,077					420,077
Estimated Fund Balance June 30, 2024	246,813	246,813		246,813	303,559					303,559



	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Estimated Year-End
Fund: 207 - NPDES Storm Water Fund										
321- Intergovernmental Taxes	253,272	253,272		253,272	237,448		237,448	(15,824)	94%	237,448
332- Licenses and Permits	-	-		-	2,600		2,600	2,600	0%	2,600
370- Interest and Investment Income	150	150		150	107		107	(43)	71%	107
Revenue Total:	253,422	253,422	-	253,422	240,155	-	240,155	(13,267)	95%	240,155
Expenditures										
Division: 342- Road Maintenance Total:	13,693	13,693		13,693	13,681		13,681	13	100%	13,681
Division: 344- NPDES Storm Drain Total:	361,076	361,076		361,076	350,102		350,102	10,974	97%	350,102
Expenditures Total:	374,769	374,769	-	374,769	363,782	-	363,782	10,987	97%	363,782
NPDES Storm Water Fund Net Results:	(121,347)	(121,347)		(121,347)	(123,627)		(123,627)	(2,280)	102%	(123,627)
Fund Balance July 1, 2023										
	0	0		0	0					0
Estimated Fund Balance June 30, 2024	(121,347)	(121,347)		(121,347)	(123,627)					(123,627)
Fund: 209 - Recreation Fund										
Division: 551- Recreation Administration	82,781	111,624		111,624	58,338		58,338	(53,285)	52%	58,338
Division: 552- Senior Center	169,290	186,200		186,200	183,835		183,835	(2,365)	99%	183,835
Division: 553- Tiny Tots	141,596	112,012		112,012	109,163		109,163	(2,849)	97%	109,163
Division: 554- Youth Center	13,500	8,100		8,100	29,384		29,384	21,284	363%	29,384
Division: 555- Day Camp	-	-		-	3,500		3,500	3,500	0%	3,500
Division: 556- Performing Arts	-	-		-	5,399		5,399	5,399	0%	5,399
Division: 557- Swim Center	82,500	80,600		80,600	128,329		128,329	47,729	159%	128,329
Division: 558- Memorial Hall	-	-		-	-		-	-	0%	-
Division: 559- Tennis	-	-		-	-		-	-	0%	-
Revenue Total:	489,667	498,536	-	498,536	517,948	-	517,948	19,412	104%	517,948
Operating Transfers In:	799,131	799,131	593,187	1,392,318	799,131		799,131	(593,187)	57%	1,392,318
Sources Total	1,288,797	1,297,666	593,187	1,890,853	1,317,079	-	1,317,079	(573,775)	70%	1,910,266
Expenditures										
Division: 117- General Government Total:	-	-		-	7,338		7,338	(7,338)	0%	7,338
Division: 551- Recreation Administration Total:	825,617	901,260		901,260	695,477		695,477	205,783	77%	695,477
Division: 552- Senior Center Total:	626,187	653,493		653,493	541,257		541,257	112,235	83%	541,257
Division: 553- Tiny Tots Total:	193,758	195,104		195,104	201,018		201,018	(5,914)	103%	201,018
Division: 554- Youth Center Total:	335,802	323,016		323,016	213,611		213,611	109,405	66%	213,611
Division: 555- Day Camp Total:	-	-		-	90		90	(90)	0%	90
Division: 557- Swim Center Total:	153,900	194,994		194,994	226,884		226,884	(31,890)	116%	226,884
Division: 558- Memorial Hall Total:	-	-		-	3,554		3,554	(3,554)	0%	3,554
Expenditures Total:	2,135,264	2,267,867	-	2,267,867	1,889,230	-	1,889,230	378,637	83%	1,889,230
Recreation Fund Net Results:	(846,467)	(970,201)	593,187	(377,014)	(572,151)	-	(572,151)	(195,137)	152%	21,036
Fund Balance July 1, 2023										
	(21,036)	(21,036)		(21,036)	(21,036)					(21,036)
Estimated Fund Balance June 30, 2024	(867,503)	(991,237)		(398,050)	(593,187)					(0)
Fund: 212 - Building & Planning										
323- State Grants	40,000	109,795		109,795	225,000		225,000	115,205	205%	225,000
332- Permits	477,883	477,883		477,883	625,075		625,075	147,191	131%	625,075
341- Review Fees	404,669	404,669		404,669	484,854		484,854	80,184	120%	484,854
342- Other Fees	425,288	425,288		425,288	252,810		252,810	(172,478)	59%	252,810
343- Abatement Fees	-	-		-	-		-	-	0%	-
344- Impact Fees	30,636	30,636		30,636	816		816	(29,820)	3%	816
351- Fines and Forfeiture	20,000	20,000		20,000	32,809		32,809	12,809	164%	32,809
370- Interest and Investment Income	7,000	7,000		7,000	(2,735)		(2,735)	(9,735)	-39%	(2,735)
383- Reimbursements	-	-		-	-		-	-	0%	-
384- Other Revenue	6,000	6,000		6,000	15		15	(5,985)	0%	15
Revenue Total:	1,411,477	1,481,272	-	1,481,272	1,618,643	-	1,618,643	137,371	109%	1,618,643
Operating Transfers In:	-	67,000		67,000	67,000		67,000	-	0%	67,000
Sources Total	1,411,477	1,548,272	-	1,548,272	1,685,643	-	1,685,643	137,371	109%	1,685,643
Expenditures										
Division: 461- Planning Total:	926,760	919,026		919,026	950,911	50,000	1,000,911	(81,885)	109%	950,911
Division: 462- Building Inspection Total:	1,224,667	1,372,181		1,372,181	1,288,224	50,000	1,338,224	33,958	98%	1,288,224
Expenditures Total:	2,151,428	2,291,208	-	2,291,208	2,239,135	100,000	2,339,135	(47,927)	102%	2,239,135
Building & Planning Net Results:	(739,951)	(742,936)	-	(742,936)	(553,492)	(100,000)	(653,492)	89,444	88%	(553,492)
Fund Balance July 1, 2023										
	(1,526,213)	(1,526,213)		(1,526,213)	(1,526,213)					(1,526,213)
Estimated Fund Balance June 30, 2024	(2,266,165)	(2,269,150)		(2,269,150)	(2,079,706)					(2,079,706)



	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Estimated Year-End
Fund: 213 - Refuse Management Fund										
323- State Grants	60,060	60,060		60,060	62,080		62,080	2,020	103%	62,080
370- Interest and Investment Income	6,000	6,000		6,000	2,986		2,986	(3,014)	50%	2,986
Revenue Total:	66,060	66,060	-	66,060	65,066	-	65,066	(994)	98%	65,066
Expenditures										
Division: 346- Waste Reduction Total:	174,358	174,358		174,358	131,547		131,547	42,811	75%	131,547
Expenditures Total:	174,358	174,358	-	174,358	131,547	-	131,547	42,811	75%	131,547
Refuse Management Fund Net Results:	(108,298)	(108,298)		(108,298)	(66,481)		(66,481)	41,817	61%	(66,481)
Fund Balance July 1, 2023	97,901	97,901		97,901	97,901					97,901
Estimated Fund Balance June 30, 2024	(10,397)	(10,397)		(10,397)	31,420					31,420
Fund: 214 - Solid Waste Fund										
323- State Grants	-	-		-	75,000		75,000	75,000	0%	75,000
370- Interest and Investment Income	8,000	8,000		8,000	140,233		140,233	132,233	1753%	140,233
383- Reimbursements	360,000	360,000		360,000	460,096		460,096	100,096	128%	460,096
Revenue Total:	368,000	368,000	-	368,000	675,329	-	675,329	307,329	184%	675,329
Expenditures										
Division: 342- Road Maintenance Total:	164,381	164,381	-	164,381	108,328		108,328	56,053	66%	108,328
Division: 345- Park Maintenance Total:	425,000	425,000		425,000	-		-	425,000	0%	-
Expenditures Total:	589,381	589,381	-	589,381	108,328	-	108,328	481,053	18%	108,328
Solid Waste Fund Net Results:	(221,381)	(221,381)		(221,381)	567,001	-	567,001	788,382	-256%	567,001
Fund Balance July 1, 2023	2,348,814	2,348,814		2,348,814	2,348,814					2,348,814
Estimated Fund Balance June 30, 2024	2,127,433	2,127,433		2,127,433	2,915,815					2,915,815
Fund: 215 - Measure C and J Fund										
322- Fed Grant/Misc	-	-		-	166,373		166,373	166,373	0%	166,373
323- State Grant/Misc	722,619	722,619		722,619	-		-	(722,619)	0%	-
324- Other Grants	421,638	421,638		421,638	473,827		473,827	52,189	112%	473,827
370- Interest and Investment Income	8,000	8,000		8,000	94,071		94,071	86,071	1176%	94,071
Revenue Total:	1,152,257	1,152,257	-	1,152,257	734,271	-	734,271	(417,986)	64%	734,271
Expenditures										
Division: 117- General Government Total:	-	-		-	-		-	-	0%	-
Division: 341- Administration/Engineering Total:	195,466	195,466		195,466	118,289		118,289	77,177	61%	118,289
Division: 342- Road Maintenance Total:	826,253	826,253		826,253	373,436	38,259	411,694	414,559	50%	373,436
Division: 343- Facility Maintenance Total:	2,000	2,000		2,000	-		-	2,000	0%	-
Expenditures Total:	1,023,719	1,023,719	-	1,023,719	491,725	38,259	529,984	493,735	52%	491,725
Measure C and J Fund Net Results:	128,538	128,538	-	128,538	242,546	(38,259)	204,287	75,749	159%	242,546
Fund Balance July 1, 2023	2,142,371	2,142,371		2,142,371	2,142,371					2,142,371
Estimated Fund Balance June 30, 2024	2,270,909	2,270,909		2,270,909	2,384,917					2,384,917
Fund: 216 - Rate Stabilization Fund										
370- Interest and Investment Income	-	-		-	11,685		11,685	11,685	0%	11,685
383- Reimbursements	15,000	15,000		15,000	-		-	(15,000)	0%	-
Revenue Total:	15,000	15,000	-	15,000	11,685	-	11,685	(3,315)	0%	11,685
Expenditures Total:	-	-	-	-	-	-	-	-	0%	-
Rate Stabilization Fund Net Results:	15,000	15,000	-	15,000	11,685	-	11,685	(3,315)	78%	11,685
Fund Balance July 1, 2023	204,361	204,361		204,361	204,361					204,361
Estimated Fund Balance June 30, 2024	219,361	219,361		219,361	216,046					216,046
Fund: 225 - Asset Seizure-Adjudicated Fund										
351- Fines and Forfeiture	-	-		-	226		226	226	0%	226
370- Interest and Investment Income	-	-		-	1,626		1,626	1,626	0%	1,626
Revenue Total:	-	-	-	-	1,852	-	1,852	1,852	0%	1,852
Expenditures										
Division: 221- Police Operations Total:	41,236	41,236		41,236	19,114		19,114	22,122	46%	19,114
Expenditures Total:	41,236	41,236	-	41,236	19,114	-	19,114	22,122	46%	19,114
Asset Seizure-Adjudicated Fund Net Results:	(41,236)	(41,236)		(41,236)	(17,262)		(17,262)	23,974	42%	(17,262)
Fund Balance July 1, 2023	36,097	36,097		36,097	36,097					36,097
Estimated Fund Balance June 30, 2024	(5,139)	(5,139)		(5,139)	18,835					18,835



	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Estimated Year-End
Fund: 226 - CASp Certification and Training Fund										
342- Other Fees	-	-		-	7,535		7,535	7,535	0%	7,535
Revenue Total:	-	-	-	-	7,535	-	7,535	7,535	0%	7,535
Expenditures Total:	-	-			1,040		1,040	(1,040)	0%	-
CASp Certification and Training Fund Net Results:	-	-			6,495		6,495	6,495	0%	7,535
Fund Balance July 1, 2023	42,945	42,945		42,945	42,945					42,945
Estimated Fund Balance June 30, 2024	42,945	42,945		42,945	49,439					50,479
Fund: 275 - Parkland Dedication Fund										
370- Interest and Investment Income	-	-		-	(290)		(290)	(290)	0%	(290)
399- Operating transfers in	-	-		-	-		-	-	0%	-
Revenue Total:	-	-	-	-	(290)	-	(290)	(290)	0%	(290)
Expenditures Total:	-	-		-	-		-	-	0%	-
Parkland Dedication Fund Net Results:	-	-	-	-	(290)	-	(290)	(290)	0%	(290)
Fund Balance July 1, 2023	406	406		406	406					406
Estimated Fund Balance June 30, 2024	406	406		406	116					116
Fund: 276 - Growth Impact Fund										
344- Impact Fees	1,039,594	1,039,594		1,039,594	27,201		27,201	(1,012,393)	3%	27,201
370- Interest and Investment Income	-	-		-	194,306		194,306	194,306	0%	194,306
Revenue Total:	1,039,594	1,039,594	-	1,039,594	221,508	-	221,508	(818,087)	21%	221,508
Expenditures										
Division: 343- Facility Maintenance Total:	425,000	425,000		425,000	-		-	425,000	0%	-
Division: 344- NPDES Storm Drain Total:	58,000	58,000		58,000	57,982		57,982	18	100%	57,982
Division: 345- Park Maintenance Total:	265,000	265,000		265,000	-		-	265,000	0%	-
Division: 642- Sewer Collections Total:	600,000	600,000		600,000	-		-	600,000	0%	-
Expenditures Total:	1,348,000	1,348,000	-	1,348,000	57,982	-	57,982	1,290,018	4%	57,982
Growth Impact Fund Net Results:	(308,406)	(308,406)		(308,406)	163,526	-	163,526	471,931	-53%	163,526
Fund Balance July 1, 2023	3,340,034	3,340,034		3,340,034	3,340,034					3,340,034
Estimated Fund Balance June 30, 2024	3,031,629	3,031,629		3,031,629	3,503,560					3,503,560
Fund: 277 - Development Services										
Revenue Total:	-	-		-	3,787		3,787	3,787	0%	3,787
Expenditures Total:	-	-		-	-		-	-	0%	-
Development Services Net Results:	-	-		-	3,787		3,787	3,787	0%	3,787
Fund Balance July 1, 2021	(436)	(436)		(436)	(436)					(436)
Estimated Fund Balance June 30, 2022	(436)	(436)		(436)	3,351					3,351
Fund: 285 - Housing Land Held for Resale										
370- Interest and Investment Income	50,000	50,000		50,000	188,166		188,166	138,166	376%	188,166
383- Reimbursements	-	-		-	-		-	-	0	-
384- Other Revenue	-	-		-	1,324		1,324	1,324	0%	1,324
392- Sale of Property	-	-		-	-		-	-	0%	-
393- Loan/Bond Proceeds	5,000	5,000		5,000	11,912		11,912	6,912	238%	11,912
Revenue Total:	55,000	55,000	-	55,000	201,402	-	201,402	146,402	366%	201,402
Expenditures										
Division: 461- Planning Total:	60,373	60,373		60,373	56,689		56,689	3,684	94%	56,689
Division: 464- Housing Administration Total:	278,881	278,881		278,881	80,662		80,662	198,219	29%	80,662
Expenditures Total:	339,254	339,254	-	339,254	137,350	-	137,350	201,904	40%	137,350
Housing Land Held for Resale Net Results:	(284,254)	(284,254)		(284,254)	64,052		64,052	348,306	-23%	64,052
Fund Balance July 1, 2023	8,203,718	8,203,718		8,203,718	8,203,718					8,203,718
Estimated Fund Balance June 30, 2024	7,919,464	7,919,464		7,919,464	8,267,770					8,267,770



	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Estimated Year-End
Fund: 310 - Lighting & Landscape Districts										
321- Intergovernmental Taxes	56,411	56,411		56,411	57,680		57,680	1,269	102%	57,680
383- Reimbursements	7,500	7,500		7,500	-		-	(7,500)	0%	-
Revenue Total:	63,911	63,911	-	63,911	57,680	-	57,680	(6,231)	90%	57,680
Expenditures										
Division: 347- Landscape & Lighting PVR North Tot:	39,795	39,795		39,795	17,179		17,179	22,616	43%	17,179
Division: 348- Landscape & Lighting PVR South Tot:	45,380	45,380		45,380	12,906		12,906	32,474	28%	12,906
Expenditures Total:	85,175	85,175	-	85,175	30,085	-	30,085	55,090	35%	30,085
Lighting & Landscape Districts Net Results:	(21,264)	(21,264)		(21,264)	27,595		27,595	48,859	-130%	27,595
Fund Balance July 1, 2023	48,682	48,682		48,682	48,682					48,682
Estimated Fund Balance June 30, 2024	27,418	27,418		27,418	76,278					76,278
Fund: 317 - Pinole Valley Caretaker Fund										
381- Rental Income	15,000	15,000		15,000	-		-	(15,000)	0%	-
Revenue Total:	15,000	15,000	-	15,000	-	-	-	(15,000)	0%	-
Expenditures										
Division: 345- Park Maintenance Total:	15,002	15,002		15,002	-		-	15,002	0%	-
Expenditures Total:	15,002	15,002	-	15,002	-	-	-	15,002	0%	-
Pinole Valley Caretaker Fund Net Results:	(2)	(2)		(2)	-		-	2	0%	-
Fund Balance July 1, 2023	(983)	(983)		(983)	(983)					(983)
Estimated Fund Balance June 30, 2024	(985)	(985)		(985)	(983)					(983)
Fund: 324 - Public Facilities Fund										
Expenditures										
Division: 343- Facility Maintenance Total:	60,000	60,000		60,000	-		-	60,000	0%	-
Division: 345- Park Maintenance Total:	10,000	10,000		10,000	-		-	10,000	0%	-
Expenditures Total:	70,000	70,000	-	70,000	-	-	-	70,000	0%	-
Public Facilities Fund Net Results:	(70,000)	(70,000)		(70,000)	-		-	70,000	0%	-
Fund Balance July 1, 2023	541,649	541,649		541,649	541,649					541,649
Estimated Fund Balance June 30, 2024	471,649	471,649		471,649	541,649					541,649
Fund: 325 - City Street Improvements										
322- Federal Grants	41,394	41,394		41,394	50,247		50,247	8,853	121%	50,247
323- State Grants	-	-		-	-		-	-	0%	-
324- Other Grants	1,773,289	1,773,289		1,773,289	68,406		68,406	(1,704,883)	4%	68,406
332- Permits	-	-		-	152		152	152	0%	152
383- Reimbursements	-	-		-	-		-	-	0%	-
Revenue Total:	1,814,683	1,814,683	-	1,814,683	118,805	-	118,805	(1,695,878)	7%	118,805
Operating transfers in Total:	250,000	250,000		250,000	250,000		250,000	-	100%	250,000
Sources Total:	2,064,683	2,064,683	-	2,064,683	368,805		368,805	(1,695,878)	18%	368,805
Expenditures										
Division: 342- Road Maintenance Total:	2,232,004	2,232,004		2,232,004	234,310	161,515	395,825	1,836,179	18%	234,310
Expenditures Total:	2,232,004	2,232,004	-	2,232,004	234,310	161,515	395,825	1,836,179	18%	234,310
City Street Improvements Net Results:	(167,321)	(167,321)	-	(167,321)	134,495	(161,515)	(27,020)	140,301	16%	134,495
Fund Balance July 1, 2023	1,916,783	1,916,783		1,916,783	1,916,783					1,916,783
Estimated Fund Balance June 30, 2024	1,749,462	1,749,462		1,749,462	2,051,278					2,051,278
Fund: 327 - Park Grants (Measure WW)										
323- State Grant	189,758	189,758		189,758	170,588		170,588	(19,170)	90%	170,588
370- Interest and Investment Income	-	-		-	1,647		1,647	1,647	0%	1,647
Revenue Total:	189,758	189,758	-	189,758	172,235	-	172,235	(17,523)	91%	172,235
Expenditures										
Division: 345- Park Maintenance Total:	-	-		-	183		183	(183)	0%	183
Expenditures Total:	-	-	-	-	183	-	183	(183)	0%	183
Park Grants (Measure WW) Net Results:	189,758	189,758		189,758	172,052		172,052	(17,706)	91%	172,052
Fund Balance July 1, 2023	(168,429)	(168,429)		(168,429)	(168,429)					(168,429)
Estimated Fund Balance June 30, 2024	21,329	21,329		21,329	3,623					3,623



	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Estimated Year-End
Fund: 377 - Arterial Streets Rehabilitation Fund										
322- Federal Grants	-	-	-	-	-	-	-	-	0%	-
Revenue Total:	-	-	-	-	-	-	-	-	0%	-
Operating transfers in Total:	250,000	250,000	-	250,000	250,000	-	250,000	-	100%	250,000
Sources Total:	250,000	250,000	-	250,000	250,000	-	250,000	-	100%	250,000
Expenditures										
Division: 342- Road Maintenance Total:	758,624	758,624	-	758,624	8,066	618	8,684	749,940	1%	8,066
Expenditures Total:	758,624	758,624	-	758,624	8,066	618	8,684	749,940	1%	8,066
Arterial Streets Rehabilitation Fund Net Results:	(508,624)	(508,624)	-	(508,624)	241,934	(618)	241,316	749,940	-47%	241,934
Fund Balance July 1, 2023	761,137	761,137		761,137	761,137					761,137
Estimated Fund Balance June 30, 2024	252,513	252,513		252,513	1,003,071					1,003,071
Fund: 500 - Sewer Enterprise Fund										
322- Federal Grants	-	-	-	-	32,447	-	32,447	32,447	0%	32,447
363- Sewer Enterprise Charges	9,154,209	9,154,209	-	9,154,209	8,072,292	-	8,072,292	(1,081,917)	88%	8,072,292
370- Interest and Investment Income	100,000	100,000	-	100,000	995,766	-	995,766	895,766	996%	995,766
383- Reimbursements	-	-	-	-	42,000	-	42,000	42,000	0%	42,000
384- Other Revenue	-	-	-	-	-	-	-	-	0%	-
392- Proceeds from Sale of Property	-	-	-	-	9,608	-	9,608	9,608	0%	9,608
Revenue Total:	9,254,209	9,254,209	-	9,254,209	9,152,112	-	9,152,112	(102,097)	99%	9,152,112
Expenditures										
Division: 117- General Government Total:	-	-	-	-	21,162	-	21,162	(21,162)	0%	21,162
Division: 641- Sewer Treatment Plant/Shared Total	9,791,938	9,791,938	-	9,791,938	4,775,969	-	4,775,969	5,015,970	49%	4,775,969
Division: 642- Sewer Collections Total:	12,785,925	12,785,925	-	12,785,925	1,429,467	1,361,991	2,791,458	9,994,467	22%	1,429,467
Division: 644- WPCP Equipment/Debt Service Total	1,607,476	1,607,476	-	1,607,476	569,544	-	569,544	1,037,932	35%	569,544
Expenditures Total:	24,185,339	24,185,339	-	24,185,339	6,796,141	1,361,991	8,158,132	16,027,207	34%	6,796,141
Sewer Enterprise Fund Net Results:	(14,931,130)	(14,931,130)	-	(14,931,130)	2,355,971	(1,361,991)	993,980	15,925,110	-7%	2,355,971
Fund Balance July 1, 2023	19,251,936	19,251,936		19,251,936	19,251,936					19,251,936
Estimated Fund Balance June 30, 2024	4,320,806	4,320,806		4,320,806	21,607,908					21,607,908
Fund: 503 - Plant Expansion Fund										
370- Interest and Investment Income	-	-	-	-	-	-	-	-	0%	-
383- Reimbursements	-	-	-	-	-	-	-	-	0%	-
Revenue Total:	-	-	-	-	-	-	-	-	0%	-
Expenditures										
Division: 643- Sewer Projects/Shared Total:	-	-	-	-	465,312	-	465,312	(465,312)	0%	465,312
Expenditures Total:	-	-	-	-	465,312	-	465,312	(465,312)	0%	465,312
Plant Expansion Fund Net Results:	-	-	-	-	(465,312)	-	(465,312)	(465,312)	0%	(465,312)
Fund Balance July 1, 2023	1,011,119	1,011,119		1,011,119	1,011,119					1,011,119
Estimated Fund Balance June 30, 2024	1,011,119	1,011,119		1,011,119	545,807					545,807
Fund: 505 - Cable Access TV										
314- Franchise Taxes	52,972	26,486	-	26,486	16,928	-	16,928	(9,559)	64%	16,928
365- Cable TV Charges	316,956	316,956	-	316,956	181,001	-	181,001	(135,955)	57%	181,001
370- Interest and Investment Income	-	-	-	-	-	-	-	-	0%	-
384- Other Revenue	5,000	5,000	-	5,000	390	-	390	(4,610)	8%	390
Revenue Total:	374,928	348,442	-	348,442	198,318	-	198,318	(150,124)	57%	198,318
Operating transfers in Total:	160,124	160,124	176,152	336,276	160,124	-	160,124	(176,152)	48%	336,276
Sources Total	535,052	508,566	176,152	684,718	358,442	-	358,442	(326,276)	52%	534,594
Expenditures										
Division: 119- Cable Access TV Total:	473,459	473,459	-	473,459	368,527	-	368,527	104,933	78%	368,527
Division: 120- Cable Access-Community Services Tc	1,713	1,713	-	1,713	150	-	150	1,564	9%	150
Division: 121- Cable Access-Contract Services Total	206,884	206,884	-	206,884	177,499	-	177,499	29,385	86%	177,499
Expenditures Total:	682,056	682,056	-	682,056	546,175	-	546,175	135,881	80%	546,175
Cable Access TV Net Results:	(147,004)	(173,490)	176,152	2,662	(187,733)	-	(187,733)	(190,395)	-7051%	(11,581)
Fund Balance July 1, 2023	11,581	11,581		11,581	11,581					11,581
Estimated Fund Balance June 30, 2024	(135,423)	(161,909)		14,243	(176,152)					0



	Original Budget	Revised Budget	Proposed Adjustments	Amended Budget	YTD Actual	Encumbrances	Total	Variance Favorable (Unfavorable)	Percent Used	Estimated Year-End
Fund: 525 - Information Systems										
399- Operating Transfers In	-	-	-	-	-	-	-	-	0%	-
Sources Total:	-	-	-	-	-	-	-	-	0%	-
Expenditures										
Division: 118- Information Systems Total:	1,552,663	1,687,934		1,687,934	1,625,690	222,308	1,847,998	(160,065)	109%	1,637,934
Expenditures Total:	1,552,663	1,687,934	-	1,687,934	1,625,690	222,308	1,847,998	160,065	109%	1,637,934
Indirect cost allocations Total:	(1,552,663)	(1,687,934)		(1,687,934)	(1,366,786)		(1,366,786)	321,147	81%	(1,637,934)
Information Systems Net Results:	0	0	-	0	258,904	222,308	481,212	481,212	0%	0
Fund Balance July 1, 2023	4,104	4,104		4,104	4,104					4,104
Estimated Fund Balance June 30, 2024	4,104	4,104		4,104	263,008					4,104
Fund: 700 - Pension Fund										
370- Interest and Investment Income	837,168	837,168		837,168	1,264,903		1,264,903	427,735	151%	1,264,903
Revenue Total:	837,168	837,168	-	837,168	1,264,903	-	1,264,903	427,735	151%	1,264,903
Expenditures										
Division: 115- Finance Total:	50,000	50,000		50,000	75,241		75,241	(25,241)	150%	75,241
Transfers Out Total:	2,245,480	2,245,480		2,245,480	2,231,793		2,231,793	13,687	99%	2,231,793
Expenditures Total:	2,295,480	2,295,480	-	2,295,480	2,307,034		2,307,034	11,554	101%	2,307,034
Pension Fund Net Results:	(1,458,312)	(1,458,312)		(1,458,312)	(1,042,131)		(1,042,131)	416,181	71%	(1,042,131)
Fund Balance July 1, 2023	14,627,313	14,627,313		14,627,313	14,627,313					14,627,313
Estimated Fund Balance June 30, 2024	13,169,001	13,169,001		13,169,001	13,585,182					13,585,182
Fund: 750 - Recognized Obligation Retirement Fund										
311- Property Taxes	250,000	250,000		250,000	145,458		145,458	(104,542)	58%	145,458
370- Interest and Investment Income	-	-		-	86,195		86,195	86,195	0%	86,195
392- Proceeds from Sale of Property	-	-		-	-		-	-	0%	-
393- Loan/Bond Proceeds	5,000	5,000		5,000	-		-	(5,000)	0%	-
Revenue Total:	255,000	255,000	-	255,000	231,653	-	231,653	(23,347)	91%	231,653
Expenditures										
Division: 463- Successor Agency to RDA Total:	251,177	251,177		251,177	205,481		205,481	45,696	82%	205,481
Expenditures Total:	251,177	251,177	-	251,177	205,481		205,481	(45,696)	82%	205,481
Recognized Obligation Retirement Fund Net Results:	3,823	3,823		3,823	26,172		26,172	(69,042)	685%	26,172
Fund Balance July 1, 2023	14,069,749	14,069,749		14,069,749	14,069,749					14,069,749
Estimated Fund Balance June 30, 2024	14,073,572	14,073,572		14,073,572	14,095,921					14,095,921



CITY COUNCIL REPORT

9.E.

DATE: SEPTEMBER 17, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: FIONA EPPS, ASSISTANT TO THE CITY MANAGER
DAVE SNELL, COORDINATOR
SUBJECT: APPROVE AN AGREEMENT TO PURCHASE A MASTER CONTROL
MANAGEMENT SYSTEM REPLACEMENT WITH ADVANCED SYSTEMS
GROUP (ASG) AND ALLOCATE FUNDING IN THE AMOUNT NOT TO
EXCEED \$4,420.03

RECOMMENDATION

Staff recommends that the City Council approve the following:

1. Adopt the attached resolution that:
 - a) Approves the purchase of a Telvue broadcast server and supportive hardware and software, with the initial first year amount of \$52,420.03, and a not-to-exceed total amount of \$76,174.35 for the procurement, and five (5) years of servicing of a video signal system and software; and
 - b) Appropriates funding in the amount not to exceed \$4,420.03 from the General Fund.

BACKGROUND

Pinole Community Television (PCTV) requires a robust Public Education and Government (PEG) Access Master Control (MC) management and operations system. MC automation is used in PEG operations for local governments to deliver specialized content and a broad range of integrated video feeds, live video feeds, systems management, and online services which continuously enhance citizens' experience when viewing PCTV broadcasts.

PCTV uses a MC management system to operate public access channels 26 and 28 by providing two discrete live signals to two cable providers and 24-hour live internet streams.

PCTV staff maintains the automation programming, 'on demand' streaming systems, scheduling, content archiving, bulletin boards with discrete audio feeds, building signal routing, audio balancing, and remote-control access. The current system, Leightronix, was first installed in 1998 and is primarily analog standard definition (SD) using on-premises hardware to transmit video signals to broadcast.

In recent years, PCTV has found their current MC management system (Leightronix) to be inflexible and lacking in the modern tools and features available in newer systems. Leightronix is no longer supported and does not meet the current Federal Communications Commission (FCC) Closed Captioning requirements. With Leightronix, PCTV has to utilize additional third-party applications to operate the system, including a local software program to post program

schedules, and a separate solution for providing internet broadcasts and an equivalent to 'on demand' streaming.

Modern MC operations on the market today offer all-in-one systems that feed live broadcasts to popular internet sources along with the ability to ingest content through an internet or IP system.

The Pinole City Council approved the Master Control automation with closed captioning system replacement project as part of the FY 2024/25 PCTV Budget.

REVIEW AND ANALYSIS

In accordance with the City's Procurement Policy, staff posted a Request For Proposal (RFP) on July 26, 2024 and received three proposals. As part of the evaluation process, City staff reviewed three 1-hour virtual demonstrations and six in-person demos for potential vendors. The City pre-screened four (4) potential vendors and narrowed it down to two (2) vendors who met the City's requirements and budget.

The modern features of a replace MC management system required by PCTV include the ability to ingest live broadcast feeds from several sources and route to live SDI/HD feeds and internet sources, while managing the audio levels for a system standard of broadcast. On-air playback systems such as Closed Captioning with language translation options and full programming, learning, and automation support is also required. Additional required modern features included:

- Stand-alone in house and cloud-based options with hosting MC automation;
- Software driven control and access across local and remote locations for live station control and programming;
- Flexible, role-based user permissions allowing for the assignment of unique permission actions across groups of users or individual users;
- Integration with existing hardware consisting of SDI/SD/HD inputs and outputs, software and additional applications for transmission;
- Web streaming systems and storage with two twenty-four-hour live station streams, video on demand streams, and uploading or pushing of content to other providers such as YouTube, Facebook, etc.;
- Ability to encode, and take live to air/broadcast, live social media feeds: Facebook, Instagram, and Twitter;
- Bulletin board systems to include modern tools for improved screen display;
- Creation of ROKU, Apple TV, and Amazon Fire TV OTT Apps with support for working into the existing City of Pinole App;
- Site analytics with statistics and reporting platform;
- Unique and attractive On Demand homepage creation; and
- 100% https & SSL certified and encrypted.

The new MC management and operations system was selected for its simple user interface, remote access, minimal processing time, and for providing all the state-of-the-art features required by the City. In addition, ASG's Telvue package offers an excellent customer service

model, maintenance and included upgrades schedule within the contract term.

In order to improve and modernize PCTV's MC management system and to improve public access through Closed Captioning features, staff recommends the replacement of the current MC management and automation system with ASG Telvue package. By signing this agreement (Attachment A), the City can lock in competitive pricing for Telvue Care for the five (5) year agreement term. The total project costs, as recommended by staff, are summarized in the table below:

Vendor	Product	Total Agreement Cost/Term	Set-up Cost to Implement (one-time)	Annual Subscription Fees
ASG/Telvue	MC management System	\$76,174.35/ 60-months (5 years) extended care	\$52,420.03	\$5,938.58

Total Implementation Cost (Year one) \$52,420.03

Total Annual Cost (Subsequent years during contract term) \$5,938.58.

FISCAL IMPACT

The total cost for the MC management and operations system replacement is \$76,174.35 for a five-year service period, with the first-year cost of \$52,420.03. The City Council approved \$48,000 for the replacement of the City's MC management system as part of the FY 2024/25 budget.

A resolution approving the ASG/Telvue agreement would result in an additional \$4,420.03 be added to the FY 24/25 budget.

ATTACHMENTS

- A. Resolution
- B. Pinole TV Quote

RESOLUTION NO. 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING AN AGREEMENT TO PURCHASE A MASTER CONTROL MANAGEMENT REPLACEMENT PROJECT SYSTEM REPLACEMENT WITH ADVANCED SYSTEMS GROUP, LLC IN THE AMOUNT NOT TO EXCEED \$52,420.03 AND APPROPRIATE FUNDING IN THE AMOUNT NOT TO EXCEED \$4,420.03

WHEREAS, the City of Pinole requires a robust Public Education and Government (PEG) Access Master Control (MC) management and operations system to deliver high quality programming, closed captioning, and a broad range of integrated video feeds to the public; and

WHEREAS, in recent years, the City has found the current Leightronix system to be inflexible and lacking in the modern tools and features available in newer MC systems and Leightronix is no longer supported; and

WHEREAS, The City Council approved a \$48,000 budget for the MC Automation replacement and Closed Captioning system project as part of the FY 2024/25 budget; and

WHEREAS, City staff has evaluated multiple Master Control System providers and has determined that Advanced Systems Group (ASG), LLC and Telvue meets the City's needs for MC system equipment and maintenance and recommends the approval of a purchase agreement (Attachment A); and

WHEREAS, the total year one (1) purchase price exceeds the budgeted amount of \$48,000, therefore additional budget of \$4,420.03 needs to be allocated in order to procure the upgraded MC system equipment;

WHEREAS, by signing the agreement with ASG (Attachment A), the City will lock in competitive annual pricing for Telvue Care service of the video signal system for the entire agreement term;

WHEREAS, the total amount to be spent on MC system equipment and related service, software licensing and maintenance over a five (5) year period is \$76,174.35;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby authorize the City Manager to sign an agreement with ASG attached as Attachment A to purchase a Telvue broadcast server and supportive hardware and software, with the initial first year amount of \$52,420.03, and a not-to-exceed total amount of \$76,174.35 for the procurement, and five (5) years of servicing of a video signal system and software.

BE IT FURTHER RESOLVED that the City Council of the City of Pinole does hereby authorize the budget appropriation of \$4,420.03 to upgrade the MC management and operations system.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 17th day of September 2024 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 17th day of September 2024.

Heather Bell, CMC
City Clerk

BILL TO		SHIP TO	
COMPANY:	Pinole Community Television (PCTV)	COMPANY:	Pinole Community Television (PCTV)
ADDRESS:	2131 Pear St. Pinole, CA 94564	ADDRESS:	2131 Pear St. Pinole, CA 94564
CONTACT:	Dave Snell	CONTACT:	Dave Snell
PHONE:	(510)741-3862	PHONE:	(510)741-3862
EMAIL:	dsnell@ci.pinole.ca.us	EMAIL:	dsnell@ci.pinole.ca.us
DATE:	8/12/2024	SALES REP:	John Shike
PREPARED BY:	Branden Kavanagh	PHONE:	(650)703-4906
EMAIL:	jshike@asgllc.com	PAY TERMS:	PREPAID
EXP DATE:	9/11/2024		

TITLE
Pinole TV_TelVue_ASG23586_rev2

SCOPE OF WORK

LINE #	MFG	PART NO	PART DESCRIPTION	QTY	PRICE	EXT. PRICE
Hardware						
1	TelVue	HyperCaster AIO B2000-8+	All-in-One Digital Broadcast Video Server. 8 HD-SDI ports, 3 playback or encode I/Os standard, expandable to 5, MAX 3 Playback. SDI & IP Switching, Graphics, Scheduling & Automation. 2RU, Redundant Power, 11TB RAID6.	1.00	\$19,695.00	\$19,695.00
2	BMD	CUSTOM-3P EQUIP	Blackmagic Design Videohub 40x40 12G Zero-Latency Video Router	1.00	\$3,495.00	\$3,495.00
3	TelVue	InfoVue Standard	Standard InfoVue Digital Signage player, 1RU rack mount, 120GB SSD storage, HDMI output up to 1080p. InfoVue Service License required for access to cloud InfoVue CMS and Weather. Multi-user, Multi-zone, SD/HD, data feed integration.	2.00	\$1,539.00	\$3,078.00
4	BMD	Black Magic-MICRO-HDMI-TO-SDI	Black Magic HDMI to SDI Micro-converter./TPCL	2.00	\$89.00	\$178.00
Hardware Total:						\$26,446.00
Software						
5	TelVue	Loudness Pro	Professional, real-time Loudness Control plugin for ProVue and AIO channels. Pro Broadcast and Streaming presets including CALM. Industry leading audio processing engine from Linear Acoustic.	2.00	\$995.00	\$1,990.00
6	TelVue	SmartCaption LIVE	Channel license for real-time live closed captioning for HyperCaster AIO, ProVue, B100-SDI/ANA models. Includes 100 hours captioning. Requires base Connect CMS account and captioning minutes.	1.00	\$1,539.00	\$1,539.00
7	TelVue	STD-SW-CTRL	Switcher Control Software, Supported Switcher	1.00	\$394.50	\$394.50
8	TelVue	AIO-Streaming-Enc	Streaming output license for AIO channel.	2.00	\$1,969.50	\$3,939.00

LINE #	MFG	PART NO	PART DESCRIPTION	QTY	PRICE	EXT. PRICE
Software						
			<i>H.264 HD/SD, AAC audio.</i> <i>RTMP, HLS with Adaptive Bit Rate.</i> <i>Up to 5 simultaneous destinations, control manually or via Streaming Automation Rules.</i> <i>Supports CloudCast, Social Media, CDNs and more.</i>			
9	TelVue	HyperCaster IP Capture	Capture HD/SD IP streams on schedule, manually store as a file for playback, transfer to another device. <i>MPEG-2 TS unicast/multicast/SSM, RTMP, HLS (single rate).</i> <i>Max 2 Captures on B100 and 4 Captures on B1000</i>	1.00	\$1,184.00	\$1,184.00
Software Total:						\$9,046.50
Cloud Services						
10	TelVue	Connect-CMS	Includes Uploads, 100GB storage, 10 users <i>Access to MediaExchange to license and download content, APIs.</i> <i>Billed Annually.</i>	1.00	\$947.00	\$947.00
11	TelVue	Connect-CloudCast/Streaming Workflow	Adds 720p HD SBR VOD preset, 1 VOD Player. <i>Requires Basic Connect CMS.</i> <i>250GB/mo transcoding processing, 250GB CDN/month, additional 250GB storage.</i> <i>Includes Live Streaming.</i> <i>Billed Annually</i>	1.00	\$1,421.00	\$1,421.00
12	TelVue	Connect-SmartCaption-100 Hrs	SmartCaption 100 hours <i>SmartCaption 500 hours of automatic captioning for Connect Broadcast/MX, CloudCast Streaming/OTT, and HyperCaster/ProVue Live & Offline workflows.</i> <i>Export as WebVTT, edit with optional SmartCaption Editor</i>	1.00	\$1,500.00	\$1,500.00
13	TelVue	Connect-SmartCaption Editor	Closed Captioning Editor for TelVue Connect <i>Fast and easy editing of auto generated or uploaded captions.</i> <i>Billed Annually.</i> <i>Requires Basic Connect CMS</i>	1.00	\$789.00	\$789.00
14	TelVue	ROKU App	ROKU Channel Setup - One time fee to build channel <i>Includes submission to ROKU Channel Guide.</i> <i>There are no guarantees that ROKU will accept channel for Public Guide</i>	1.00	\$2,328.95	\$2,328.95
15	TelVue	Apple TV App	Apple TV Channel Setup - One time fee to build channel. <i>Includes submission to Apple TV Channel Guide.</i> <i>There are no guarantees that Apple TV will accept channel for Public Guide</i>	1.00	\$2,328.95	\$2,328.95
16	TelVue	Fire TV App	Amazon Fire TV OTT App Development - One-time fee to build CloudCast Fire TV OTT App. <i>Includes submission to Amazon Appstore.</i> <i>There are no guarantees that Amazon will accept the app into the Appstore</i>	1.00	\$2,328.95	\$2,328.95
17	TelVue	Connect-Start Up	Hosted Video Contribution Service - One-time Account Set-up	1.00	\$789.47	\$789.47
Cloud Services Total:						\$12,433.32

LINE #	MFG	PART NO	PART DESCRIPTION	QTY	PRICE	EXT. PRICE
General Services						
18	TelVue	InfoVue-Service-License	Hardware warranty, technical support, software updates & access to cloud-based InfoVue signage application <i>Ongoing InfoVue Service Licensing is required for access to the InfoVue services. Billed Annually.</i>	2.00	\$390.79	\$781.58
General Services Total:						\$781.58
Year 2 Costs_not included in total						
19	TelVue		Year 2 TelVue Care™ <i>Special price if purchased with initial system. Annual TelVue Care (\$2000/year) warranty for all TelVue hardware and provides on-going access to on-line software upgrades and basic application feature enhancements, support, training.</i>	1.00	\$2,000.00	\$2,000.00
20	TelVue	Connect-CMS	Includes Uploads, 100GB storage, 10 users <i>Access to MediaExchange to license and download content, APIs. Billed Annually.</i>	1.00	\$947.00	\$947.00
21	TelVue	Connect-CloudCast/Streaming Workflow	Adds 720p HD SBR VOD preset, 1 VOD Player. <i>Requires Basic Connect CMS. 250GB/mo transcoding processing, 250GB CDN/month, additional 250GB storage. Includes Live Streaming. Billed Annually</i>	1.00	\$1,421.00	\$1,421.00
22	TelVue	Connect-SmartCaption Editor	Closed Captioning Editor for TelVue Connect <i>Fast and easy editing of auto generated or uploaded captions. Billed Annually. Requires Basic Connect CMS</i>	1.00	\$789.00	\$789.00
23	TelVue	InfoVue-Service-License	Hardware warranty, technical support, software updates & access to cloud-based InfoVue signage application <i>Ongoing InfoVue Service Licensing is required for access to the InfoVue services. Billed Annually.</i>	2.00	\$390.79	\$781.58
Year 2 Costs_not included in total Total:						\$5,938.58
Years 3-5 not included in total						
24	TelVue		Year 3 Costs <i>Special price if purchased with initial system. Includes TelVue Care, Connect CMS, ConnectnCloudCast/Streaming Workflow, Connect-SmartCaption Editor, InfoVue-Service-License. Include with order and will be billed in year three.</i>	1.00	\$5,938.58	\$5,938.58
25	TelVue		Year 4 Costs <i>Special price if purchased with initial system. Includes TelVue Care, Connect CMS, ConnectnCloudCast/Streaming Workflow, Connect-SmartCaption Editor, InfoVue-Service-License. Include with order and will be billed in year four.</i>	1.00	\$5,938.58	\$5,938.58
26	TelVue		Year 5 Costs <i>Special price if purchased with initial system. Includes TelVue Care, Connect CMS, ConnectnCloudCast/Streaming Workflow, Connect-SmartCaption Editor, InfoVue-Service-License. Include with order and will be billed in year five.</i>	1.00	\$5,938.58	\$5,938.58
Years 3-5 not included in total Total:						\$17,815.74



Advanced Systems Group, LLC
1226 Powell Street
Emeryville, CA 94608-2618
(510)654-8300

QUOTE
23586

Estimated shipping costs are shown in total. Year two line items and options are not included in the total shown.

Subtotal:	\$48,707.40
Freight:	\$600.00
Tax:	\$3,112.63
Total:	\$52,420.03

GENERAL TERMS AND CONDITIONS

Terms & Conditions:

Terms: Terms are subject to ASG credit approval. Prepayment terms, unless otherwise pre-arranged. All shipments are FOB vendor's factory. A finance charge of 1.5% per month will be charged on all past due invoices.

Domestic Orders: Freight is estimate only and may be billed separately.

NOTE: Unless otherwise noted, this proposal assumes you have proper rack space, power and cooling in place.

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN.

BUYER: _____ (Print Name)	SIGNATURE: _____	TITLE: _____	DATE: _____
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CITY COUNCIL REPORT

9.F.

DATE: SEPTEMBER 17, 2024

TO: MAYOR AND COUNCIL MEMBERS

FROM: LILLY WHALEN, COMMUNITY DEVELOPMENT DIRECTOR
KAPIL AMIN, SUSTAINABILITY PROJECT MANAGER

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT SERVICES AGREEMENT WITH RESPONSIBLE PURCHASING NETWORK (RPN) FOR PROFESSIONAL SERVICES TO SUPPORT IMPLEMENTATION OF THE CITY'S ENVIRONMENTALLY PREFERABLE PURCHASING POLICY AND PROGRAM (E4P) (\$3,000)

RECOMMENDATION

Staff recommends that City Council adopt the attached resolution that authorizes the City Manager to execute a consultant services agreement with Responsible Purchasing Network (RPN) for professional services to support implementation of the City's Environmentally Preferable Purchasing Policy and Program (E4P) in the amount of \$3,000

BACKGROUND

The Council directed Staff to research an environmentally preferable policy which would prioritize the City's purchasing power towards greener products and services. On May 2, 2023, Council received a presentation on similar policies in other jurisdictions as well as best practices and provided direction to develop a policy. Staff then gathered research and resources from other jurisdictions and organizations to develop and inform an actionable policy and program. The draft policy and program was circulated to Staff and the Municipal Code Subcommittee for further refinement and feedback.

On March 19, 2024, the City Council adopted amendments to the Procurement Policy which included an enhanced Environmentally Preferable Purchasing Policy and Program (E4P) and directed staff to enter into a membership agreement with the Responsible Purchase Network at a cost of \$3,000 for professional services for program support.

REVIEW AND ANALYSIS

Following the March adoption of Procurement Policy amendments, Staff reached out to the Responsible Purchasing Network, a leading organization specializing in green procurement for public agencies, to request a proposal. The Responsible Purchasing Network submitted a proposal to conduct an Environmentally Preferable Purchasing Training Webinar for city staff and to create an Environmentally Preferable Purchasing Guide with specifications for at least 75 product types across the following broad categories:

- Building, Construction, and Maintenance Products

- Cleaning Equipment and Supplies
- Community Service Supplies
- Electronics and Appliances
- Energy-Related Products
- Food Service Products and Equipment
- Landscaping and Outdoor Products
- Office Supplies

The Responsible Purchasing Network's proposal was circulated to Department Heads for review and feedback prior to finalization. The funding for this work will be disbursed from unassigned funds in the General Fund.

FISCAL IMPACT

Adoption of the resolution will result in a one-time payment of \$3,000 from unassigned funds in the General Fund.

ATTACHMENTS

- A. Resolution (Includes Exhibit A: RPN Proposal)

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE CITY MANAGER TO PURCHASE A MEMBERSHIP PACKAGE IN AN AMOUNT NOT TO EXCEED THREE THOUSAND DOLLARS WITH RESPONSIBLE PURCHASING NETWORK FOR PROFESSIONAL SERVICES TO SUPPORT IMPLEMENTATION OF THE CITY'S ENVIRONMENTALLY PREFERABLE PURCHASING POLICY AND PROGRAM (E4P)

WHEREAS, on March 19, 2024 the City Council adopted amendments to the Procurement Policy which included an enhanced Environmentally Preferable Purchasing Policy and Program (E4P) and directed staff to enter into a membership agreement with the Responsible Purchase Network at a cost of \$3,000 for professional services for program support; and

WHEREAS, Staff contacted the Responsible Purchasing Network, a leading organization that specializes in green procurement support for public agencies and will help foster a successful program, to request a proposal; and

WHEREAS, a proposal from the Responsible Purchasing Network (Exhibit A, incorporated herein) was submitted to conduct an Environmentally Preferable Purchasing Training Webinar for city staff and to create an Environmentally Preferable Purchasing Guide with specifications for at least 75 types of products in the following broad categories:

- Building, Construction, and Maintenance Products
- Cleaning Equipment and Supplies
- Community Service Supplies
- Electronics and Appliances
- Energy-Related Products
- Food Service Products and Equipment
- Landscaping and Outdoor Products
- Office Supplies; and

WHEREAS, the Responsible Purchasing Network's proposal was circulated to Department Heads for review and feedback prior to finalization; and

WHEREAS, the funding for this work will be disbursed from unassigned funds in the General Fund.

NOW THEREFORE, BE IT RESOLVED, that the above recitals are true and correct and made part of this resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Pinole takes the following actions:

1. Authorizes the City Manager to purchase a Responsible Purchasing Network Membership package in an amount not to exceed \$3,000 for E4P implementation support for services in **Exhibit A**; and
2. Appropriates a one-time payment of \$3,000 to support these services from unassigned funds in the General Fund.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the **17th** day of **September, 2024** 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 **17th** day of **September, 2024**

Heather Bell, CMC
City Clerk

Exhibit A:



Responsible Purchasing Network
615 Long Meadow Street
Summerville, SC 29486

PROPOSAL

To: Kapil Amin, Sustainability Fellow, City of Pinole, CA
From: Alicia Culver, Executive Director Responsible Purchasing Network
Re: Proposal for Environmentally Preferable Purchasing Technical Support
Date: July 3, 2024

The Responsible Purchasing Network (RPN), which is a national organization that specializes in the area of environmentally preferable purchasing, would provide the following technical support to the City of Pinole to facilitate implementation of its new Sustainable Procurement Policy:

1. Creation of an Environmentally Preferable *Purchasing Guide* with specifications for at least 75 types of products in the following broad categories:

- Building, Construction, and Maintenance Products
- Cleaning Equipment and Supplies
- Community Service Supplies
- Electronics and Appliances
- Energy-Related Products
- Food Service Products and Equipment
- Landscaping and Outdoor Products
- Office Supplies

For each product type, the guide will recommend minimum environmental purchasing specifications, which are *MANDATORY* and/or *RECOMMENDED*. In some cases, additional desirable attributes and/or other guidance will be included.

- *MANDATORY minimum specifications* indicate that there is an applicable state law or regulation or local policy that requires City employees to purchase products with the minimum specifications.
 - *RECOMMENDED minimum specifications* represent the best available recommendations for purchasing environmentally preferable products but will not be required. City employees will be strongly encouraged to purchase products meeting these criteria.
 - *Additional DESIRABLE attributes* will include other environmental features City employees can look for if they wish to purchase products that go above and beyond the minimum.
 - *Other guidance* will be included, including topics beyond purchasing such as usage or disposal tips, reporting requirements, etc.
- 2. Conduct an Environmentally Preferable Purchasing Training Webinar.** RPN would curate and conduct a 1.5-hour webinar for City of Pinole employees (invited by the City's Sustainability staff). The primary goals of this webinar will be to review the City's new Environmentally Preferable Purchasing Policy and explain how City employees can use the City's new
-

Environmentally Preferable Purchasing Guide. It will also draw from RPN's Sustainable Procurement Playbook for Cities to address best practices for setting EPP priorities, implementing successful EPP procedures, and tracking EPP results.

This technical assistance would be provided through an RPN membership with 30 hours of implementation support at a cost of \$3000. 15 hours is estimated for each of these two tasks.

To purchase an RPN membership package, you can either use a p-card through our fiscal sponsor: <https://saveourplanet.org/projects/responsible-purchasing-network/> or send a check made out to Social and Environmental Entrepreneurs and write RPN in the subject line. The mailing address for our fiscal sponsor (where the membership check would be sent) is:

Social and Environmental Entrepreneurs
23564 Calabasas Road, Suite 201
Calabasas, CA 91302

For information about this project, contact Alicia Culver @ alicia@responsiblepurchasing.org or call (510) 367-3676.



CITY COUNCIL REPORT

9.G.

DATE: SEPTEMBER 17, 2024

TO: MAYOR AND COUNCIL MEMBERS

FROM: LILLY WHALEN, COMMUNITY DEVELOPMENT DIRECTOR
KAPIL AMIN, SUSTAINABILITY PROJECT MANAGER

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD A CONTRACT TO ENVIRONMENTAL INNOVATIONS (EI) FOR TECHNICAL ASSISTANCE TO PINOLE BUSINESSES FOR SINGLE-USE PLASTICS REDUCTION AND ORDINANCE COMPLIANCE AND ALLOCATE FUNDING IN THE AMOUNT OF \$67,050.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution that:

1. Authorizes the City Manager to execute a professional services agreement with Environmental Innovations (EI) for technical assistance services to Pinole businesses for single-use plastics reduction and ordinance compliance in the total amount of \$62,050 (Exhibit A, incorporated herein); and
2. Authorizes Staff expenditure of \$5,000 in printing materials and signage associated with the technical assistance; and
3. Amends the FY 24/25 Budget to appropriate a one-time allocation of \$67,050 in total to support these services from unassigned funds in the Measure S 2014 Fund.

BACKGROUND

The single-use plastics ordinance is expected to be formally adopted on September 17, 2024, will take effect on January 1, 2025, and will be enforced starting July 1, 2025. This ordinance will require all food businesses to switch from single-use plastic foodware to reusable or compostable options. Additionally, all food and retail businesses will need to replace plastic bags with paper bags.

Given the complexity of the regulation and the short timeframe for compliance, it is crucial to provide businesses with technical assistance to help them understand the new requirements, establish new supply chains, and use up existing non-compliant products before enforcement begins in July 2025. This support will be particularly valuable for small businesses, which are most concerned about the potential increase in costs.

Effective technical assistance includes education and support to inform residents and visitors about the new regulations. In June 2024, the City issued a Request for Proposals (RFP) seeking providers for these technical assistance services. The RFP tasks involve gathering

and finalizing lists of compliant, affordable foodware and bag options, and working with City staff to develop and roll out a technical assistance plan for food businesses. This includes educating businesses on new regulations, connecting them with local suppliers, and supporting them with inventory conversion and compliance. The contractor will also assist the City with waiver and extension requests from businesses, prepare educational materials, report progress, and develop case studies to document the project's success. While the RFP covers the design of these materials and signage, additional funds will be needed for printing.

If the contract is awarded, technical assistance services will start immediately, with the rollout to businesses tentatively in November.

REVIEW AND ANALYSIS

The City received seven proposals in response to the solicitation ranging in costs detailed in Table 1 below.

Table 1: Proposals Received

Proposer	Proposed Not-to-Exceed Cost
Plastic Reduction Project	\$21,622
Rethink Disposables	\$49,560
SCS Engineers	\$50,943
Environmental Innovations	\$75,020
APTIM	\$80,000
Cascadia	\$148,537
M-Group	\$186,630

A City selection review team evaluated and ranked the proposals based on several factors, including understanding of the scope of services, the quality and experience of the firm and staff, familiarity with relevant regulations, client references and satisfaction, the completeness and quality of the proposal, and the cost approach. Based on these criteria, Environmental Innovations received the highest score. However, the selection team also recognized the value in the Plastic Reduction Project's proposal. The Plastic Reduction Project is a local, volunteer-driven non-profit that played a key role in the City's successful business engagement efforts during the development of the Ordinance. Although their proposal covered a partial scope of work due to their small size, their previous involvement with Pinole businesses, local knowledge, and strong community relationships made them a valuable partner.

To leverage these strengths, City staff reached out to Environmental Innovations to explore a collaboration with the Plastic Reduction Project, aiming to reduce overall costs while adding the intangible benefits of local volunteer support and expertise. Environmental Innovations welcomed the idea, believing the partnership would enhance their work for the City. Following this, staff organized a meeting with both Environmental Innovations and the Plastic Reduction Project to define roles and responsibilities. During this discussion, staff reassessed the need for external grant application support and decided to remove this task from the original scope of work in the RFP. Environmental Innovations then revised their proposal (**Attachment C**), reducing costs from \$75,020 to \$62,050, with a portion of the tasks subcontracted to the Plastic Reduction Project.

FISCAL IMPACT

Adoption of this resolution will result in a one-time allocation of \$62,050 from unassigned general fund balance for the technical assistance services and a one-time allocation of \$5,000 from unassigned general fund for printing materials and signage.

ATTACHMENTS

- A. Resolution (includes Exhibit A, Exhibit B, Exhibit C)
- B. Request for Proposals
- C. Environmental Innovations 9-3-24 Proposal (Exhibit D of Attachment A)

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL INNOVATIONS (EI) FOR TECHNICAL ASSISTANCE TO PINOLE BUSINESSES FOR SINGLE-USE PLASTICS REDUCTION AND ORDINANCE COMPLIANCE IN THE AMOUNT OF \$62,050 AND AMENDS THE FY 24/25 BUDGET TO APPROPRIATE A TOTAL OF \$67,050 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE TO SUPPORT COMPREHENSIVE SINGLE-USE PLASTIC REDUCTION TECHNICAL ASSISTANCE INCLUDING PRINTING OF MATERIALS

WHEREAS, on September 17, 2024, the City Council adopted an ordinance adding Chapter 8.38, "Single-use Plastic Foodware and Bag Reduction," to the Municipal Code, which regulates the use of single-use plastics at food and retail establishments and necessitates technical assistance to ensure businesses comply in a timely and accurate manner; and

WHEREAS, the Plastic Reduction Project, a local, volunteer-driven non-profit organization played a key role in the City's successful business engagement efforts during the development of the Ordinance; and

WHEREAS, in June 2024 Staff issued a Request for Proposals to seek consultant support providing technical assistance services around single-use plastic reduction, including gathering and finalizing compliant foodware and bag options, collaborating with City staff to develop a technical assistance plan, educating businesses on regulations, supporting inventory conversion, assisting with waiver requests, and preparing reports and case studies to document the project's success; and

WHEREAS, the City received seven proposals responding to the RFP; and

WHEREAS, a City selection review team evaluated and ranked the proposals based on factors such as understanding of the scope of services, firm and staff quality and experience, familiarity with regulations, client references, proposal completeness, and cost approach, with Environmental Innovations (EI) receiving the highest score; and

WHEREAS, Staff interviewed EI to learn their interest with collaborating with local, volunteer-driven Plastic Reduction Project (PRP) to foster PRP's growth and mission, reduce overall costs while adding the intangible benefits of local volunteer support and expertise; and

WHEREAS, EI revised their proposal to sub-contract with PRP for a not-to-exceed fixed fee cost of \$62,050 to provide comprehensive technical assistance; and

WHEREAS, additional funding in the amount of \$5,000 will be required for the printing of materials and signage to enhance the impact of technical assistance at businesses; and

WHEREAS, the funding in the amount of \$67,050 for this work will be disbursed from unassigned funds in the General Fund.

NOW THEREFORE, BE IT RESOLVED, that the above recitals are true and correct and made part of this resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Pinole takes the following actions:

1. Authorizes the City Manager to execute a professional services agreement with Environmental Innovations (EI) for technical assistance services to Pinole businesses for single-use plastics reduction and ordinance compliance in the total amount of \$62,050 (Exhibit A, incorporated herein); and
2. Authorizes Staff expenditure of \$5,000 in printing materials and signage associated with the technical assistance; and
3. Amends the FY 24/25 Budget to appropriate a one-time allocation of \$67,050 in total to support these services from unassigned funds in the General Fund.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the **17th** day of **September, 2024** 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 **17th** day of **September, 2024**

Heather Bell, CMC
City Clerk

EXHIBIT A:

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND ENVIRONMENTAL INNOVATIONS, INC.

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and Environmental Innovations ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ (the "Effective Date") in Pinole, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A 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.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **December 31, 2025**, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to **exceed Sixty-Two Thousand Fifty Dollars (\$62,050.00)**, for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and

benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.

2.6 Reimbursable Expenses. There are no reimbursable expenses.

- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

5 Professional Liability Insurance.

5.1.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence or claim covering the Consultant's errors and omissions.

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

6 All Policies Requirements.

- 6.1.1 Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:
- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
 - b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
- 6.1.2 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 6.1.3 Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than ONE HUNDRED THOUSAND DOLLARS (\$100,000).
- 6.1.4 Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 6.1.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 6.1.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.
- 6.1.7 Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.
- 6.2 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

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

- 5.1 General Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out

of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 5.1 shall survive any expiration or termination of this Agreement.

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

Section 6. STATUS OF CONSULTANT.

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

Section 7.

LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Pinole 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.
- 7.6 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8.

TERMINATION AND MODIFICATION.

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

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

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall be specified in writing by the City. Consultant understands and agrees that if City issues such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

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

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or

obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and

agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10

MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

Consultant will comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code (on file in the City Clerk's Office). It is incumbent upon the Consultant or Consultant's firm to notify the City pursuant to section 10.10 Notices of any staff changes relating to this Agreement.

- a. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant(s), unless as indicated in Subsection b., will be performing a very limited and closely supervised function, and, therefore, are unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection b.

Initialed by City Attorney's Office

- b. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the Disclosure Category "1-5" of the City's Conflict of Interest Code:

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by the Community Development Director who shall act as the City's representative. All correspondence shall be directed to or through by the Community Development Director or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:
- Josephine Fleming
President
307 Laguna St.,
Santa Cruz, CA 95060
- Any written notice to City shall be sent to:
- City Manager
City of Pinole
2131 Pear Street
Pinole, CA 94564
- 10.11 Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.12 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.13 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.

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

CITY OF PINOLE

CONSULTANT

Kelcey Young, City Manager

[NAME, TITLE]

Consultant's City of Pinole Business
License #:_

Attest:

Heather Bell, City Clerk Approved
as to Form:

Eric S. Casher, City Attorney

EXHIBIT A SCOPE OF SERVICES

The Consultant's scope of services will include the scope of work listed on pages 6-14 of the Consultant's proposal of September 3, 2024 (Exhibit D) and any modifications or additions agreed to by the Parties

**EXHIBIT B: COMPENSATION SCHEDULE AND
HOURLY FEES**

The fees charged by Consultant for work performed on an hourly basis shall not exceed the hourly rates shown in the fee proposal contained on page 15-16 of the Consultant's proposal of September 3, 2024 (Exhibit D)

EXHIBIT C
CITY-FURNISHED FACILITIES

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

EXHIBIT D
ENVIRONMENTAL INNOVATIONS SEPTEMBER 3, 2024 PROPOSAL

REQUEST FOR PROPOSALS



Compostable/Reusable Foodware and Non-plastic Bag Technical Assistance for the City of Pinole

Issue Date: Tuesday, June 11, 2024

RFP Response Deadline: Monday, July 1, 2024

Anticipated Contract Award Date: July 16, 2024

Anticipated Start Date of Contract: August, 2024

CITY OF PINOLE
COMMUNITY DEVELOPMENT DEPARTMENT
2131 PEAR STREET
PINOLE, CA 94965

REQUEST FOR PROPOSALS

COMPOSTABLE/REUSABLE FOODWARE AND BAG TECHNICAL ASSISTANCE

INTRODUCTION

The purpose of this Request for Proposal (RFP) is to invite proposals from qualified firms to assist the City with providing Technical Assistance to businesses in Pinole around a new Compostable/Reusable Foodware and Bag Ordinance. The ultimate purpose of the Technical Assistance is to increase timely and accurate business compliance before the enforcement period begins.

CITY PROFILE

Pinole is a bayfront community of about 19,000 residents in Contra Costa County, incorporated on June 25, 1903. The City has a land area of more than five square miles and is bordered by Hercules to the North, San Pablo and Richmond to the South, and the unincorporated areas of Tara Hills and El Sobrante to the southeast and southwest of the City. The City is divided by Interstate 80 (I-80) in that approximately 60 percent of the 7,106 total housing units are located on the north of I-80 and 40 percent of the housing units are located on the south of I-80. Pinole is known for its 'big box' shopping opportunities and has over 50 major retailers and restaurants situated within Pinole shopping centers.

Pinole has a well-defined, historic downtown, and a range of residential neighborhoods transitioning from older single-family and mixed residential districts on a traditional street grid around the downtown, to more typically suburban neighborhoods arranged around cul-de-sacs and curvilinear residential streets. Higher density apartment townhome complexes, interspersed with commercial sites, are generally located along and near major arterials.

The City operates on the City Council-City Manager system of local government with five elected council members serving four-year terms with a rotating mayor. City Hall hours of operation are 8:00 am to 4:30 pm, Monday through Thursday. City Hall is closed to the public on Fridays.

BACKGROUND

The City of Pinole will be conducting a second reading of an ordinance on June 18, 2024 to regulate plastic foodware and bags at food and retail businesses. Substantial information on the

background of development of the ordinance is provided in the June 4, 2024 Staff Report¹. The Proposed Ordinance is listed as Attachment A to the June 4, 2024 Staff Report ².

The proposed ordinance highly encourages food providers to maximize of reusables where feasible. Compostable foodware will be allowed for dine-in and takeout. Plastic and plastic-lined paper will not be allowed. Food providers will also need to convert all plastics bags to paper bags. Waivers and extensions of times will be granted to businesses that meet eligibility.

The proposed ordinance will also regulate plastic bags at retail businesses, not subject to SB270. Retailers must accept customer-owned bags. Paper bags and compostable bags can provided to customers for a mandatory 15 cent surcharge. Plastic bags will not be allowed.

Technical assistance to businesses will tentatively begin in July after Council considers adoption at the June 18 City Council meeting. The ordinance will be effective January 2025 and enforcement of non-compliance will begin July 2025. The City is issuing this RFP for technical assistance to increase timely and accurate compliance before the enforcement period begins.

SCOPE OF SERVICES

The scope of required services is outlined below in Tasks 1-8, including subtasks. The selected proposer will provide comprehensive technical assistance and support to businesses with the waiver/extensions of time process. Working closely with City staff, the selected proposer will prepare a purchasing guide that meets foodware requirements in the ordinance, develop a technical assistance strategy and rollout plan, and roll out technical assistance to Pinole businesses. The current landscape of Pinole food businesses consists of 68 food providers that fall into three ownership structures: corporations (10 businesses), franchises (23 businesses), and independent businesses (35 businesses). The City anticipates the greatest need for technical assistance will come from independent businesses in this transition.

TASK 1

Gather and finalize a list of compliant, affordable foodware (refer to page 7 of the proposed Ordinance) and local suppliers that provide compliant compostable and reusable foodware.

¹ <https://pinoleca.portal.civicclerk.com/event/58/files/report/239>

² <https://pinoleca.portal.civicclerk.com/event/58/files/attachment/326>

TASK 2

Gather and finalize a list of compliant, affordable bag options (refer to page 6 and 8 of the proposed Ordinance³) for food providers and retailers as well as local suppliers of compliant bags.

TASK 3

Work with City Staff to finalize a technical assistance rollout plan, strategies, and materials.

TASK 4

Rollout of technical assistance to food businesses.

SUBTASK A:

Provide cost-effective estimates for a full inventory conversion to compostable foodware that also optimizes the packaging needs for a businesses.

SUBTASK B:

Connect food businesses with local suppliers and distributors.

SUBTASK C:

Keep track of commonly needed compostable foodware items among Pinole food businesses to help establish and negotiate community contracts with suppliers to decrease the unit price per compostable foodware item.

SUBTASK D:

Reinforce education to businesses on Assembly Bill 1276 which regulates bundling of utensils and requires utensils be provided upon request only for customers and customers ordering via third-party food delivery platforms.

SUBTASK E:

Educate businesses on the ordinance's encouragement for maximizing reusables, including:

- Assembly Bill 619 sanitation guidelines to increase consumer-owned containers.

³ <https://pinoleca.portal.civicclerk.com/event/58/files/attachment/326>

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- Assessing the capacity for a dishwasher and education on benefits of reusables for dine-in.
 - Educating businesses on a returnable reusable takeout loop system and tracking interest per business.
-

SUBTASK F:

Educate businesses on compliant bag options and suppliers.

SUBTASK G:

Support businesses with grant application support if available for plastics reduction (note that the City maintains grant writing assistance through Townsend PA, which can be utilized as well for grant application support).

TASK 5

Assist the City with waivers and time extensions requested by businesses.

SUBTASK A:

Assist City staff with prescribing written rules, regulations and forms for Food Providers or Retailers to obtain full or partial waivers and for Food Providers or Retailers to obtain an extension of time.

SUBTASK B:

Assist businesses with applying for partial/full waivers (refer to page 5 of the proposed Ordinance⁴) and extensions of time (refer to page 5 of the proposed Ordinance⁵).

SUBTASK C:

Assist the City in acting on waiver and/or time extension applications within 60 days of application.

- If supply chain issues warrant a waiver, verify, and take action on the waiver (with concurrence from City staff)
- If performance failure warrants a waiver, verify, and take action on the waiver (with concurrence from City staff)

⁴ <https://pinoleca.portal.civicclerk.com/event/58/files/attachment/326>

⁵ <https://pinoleca.portal.civicclerk.com/event/58/files/attachment/326>

TASK 6

Prepare materials for the City to roll out to businesses and their customers regarding new regulations including signage, guides and other educational materials. Assume the City will print these materials independently.

TASK 7

Report progress towards the technical assistance rollout plan which should include names of businesses reached and subtasks completed for that business.

TASK 8

Develop a handful of case studies and final report of completion of all above tasks.

PROPOSAL CONTENT

The proposal shall clearly address all the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, proposals must be organized and contain all information as specified below:

- A. Cover Letter: Maximum of two pages serving as an executive summary which shall include an understanding of the scope of services. The letter shall acknowledge the acceptance to the terms and conditions of the Consulting Services Agreement (Attachment A) and shall contain a statement that the proposal is valid for ninety (90) days.
- B. Brief Company Profile. General company information including number of employees, location of company headquarters and branch offices, number of years in business and organization, disciplines, and staffing. Describe the general qualifications of the firm as they relate to the work proposed with this RFP.
- C. Organization and Staffing. Provide a list of the consultant's employees and agents whom the consultant anticipates assigning to this project. This list shall include a summary of the qualifications, licenses, and experience of each individual; and the professional Planning level of work to be performed by each individual.
- D. Description and Approach. The proposal should demonstrate the Consultant's knowledge of the needs and objectives of the work proposed under this RFP. Describe your project management approach. Provide a detailed description of how the team, (including sub-consultants if applicable), will be managed.
- E. Schedule of Work. Describe your scheduling methodology and approach to schedule management. Provide a typical detailed schedule for all tasks.
- F. Subconsultants. If resources outside the firm may be used to establish a team with a breadth of expertise, list consultants who would provide services and identify their expertise and experience in the specific type of work they would provide to the City.

G. Cost Proposal. The cost proposal shall be in the form of the table below, by task, and include the hourly rate for services. Include any subconsultant's fee schedule, if applicable.

Task Item		Hours to complete	Cost/hour	Additional Costs (detail)	Total task cost
Task 1					
Task 2					
Task 3					
Task 4 ⁶	Subtask A				
	Subtask B				
	Subtask C				
	Subtask D				
	Subtask E				
	Subtask F				
	Subtask G				
	Subtask H				
Task 5 ⁷	Subtask A				
	Subtask B				
	Subtask C				
Task 6					
Task 7					
Task 8					

- H. Relevant Projects/Services with References. Provide three references to include name, address, contact person and phone number of the municipality/company, length of time services were provided, and a description of the services provided.
- I. Required Statements/Documents. Include statements of assurance regarding the following requirements:

⁶ Note that the City currently has 35 independent food businesses, 23 franchise food businesses, and 10 corporate food businesses. Since corporations and franchises may already be set up with suppliers, they may need less technical assistance than independent businesses. For this cost proposal, assume minimal time will be required to complete subtasks A, B, C, and G of Task 4 for a franchise food business and subtasks A, B, C, G, and H of Task 4 for a corporate food business. Please include the cost to complete all subtasks of Task 4 for all independent food business.

⁷ Refer to Attachment A on page 12 of this RFP, which lists all retail businesses in Pinole. For this task's cost proposal, please review the list and assume minimal to no time will be needed for waiver/extension of time support to retail businesses in sectors that typically do not use bags such as insurance brokers, educational services, consulting firms, construction, real estate, gyms, auto repair, nail salons, hair salons, finance/accounting etc.

1. Disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the consultant, management, or employees relative to the services to be provided under the Agreement. Consultant must disclose any real or apparent conflict of interest associated with this project or with working for the City of Pinole. If a Consultant has no conflicts of interest, a statement to that effect shall be included in the Proposal.
2. A statement acknowledging compliance with the Levine Act. Consultants will be required to disclose on the record any contribution of more than \$250 which they have made to a City Council Member within the twelve-month period preceding the submittal deadline of this RFP, and within the twelve-month period preceding any subsequent procurement based on this RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to the City Manager. This information will need to be provided before the City can approve any contract.
3. Ability and agreement to fulfill the indemnification and insurance requirements contained in the standard contract.
4. A statement that nothing contained in the submitted proposal will be proprietary.
5. Acknowledgement that the Consultant understands that all documents submitted to the City in connection with the proposal are subject to the California Public Records Act and may be disclosed without notice to the Consultant.
6. A description of any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Standard Contract (Attachment B).

SUBMITTAL

Consultants shall submit one (1) electronic copy in PDF format of the Consultant's proposal by email to Sustainability Fellow Kapil Amin at Kamin@pinole.gov. Proposal submission described above must reach us prior to **5:00 PM (local), July 1, 2024 (Proposal Submission Deadline)**.

AMENDMENTS TO THE RFP

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

QUESTIONS AND INQUIRES

All questions and inquiries must be submitted via email to Sustainability Fellow Kapil Amin at Kamin@pinole.gov. The deadline to submit questions is June 17, 2024. It shall be the Consultant's responsibility to check the City of Pinole or Public Purchase websites to obtain any

addenda that may be issued. Addenda to this RFP will be posted on the [City of Pinole website](#) and [Public Purchase website](#). One comprehensive response to all submitted questions will be posted on the City's website. Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

TIMELINE

The following table is an outline of the anticipated schedule for the proposal review and contract award. The schedule is subject to change. The selected consultants must be available to commence work as soon as August 1, 2024 as outlined in the table below.

Milestone	Date	Time
RFP Released for Project	June 11, 2024	5pm
Proposal Submission Deadline	July 1, 2024	5pm
City Council Contract Award (anticipated)	July 16, 2024	
Work Commences	August 1, 2024	

EVALUATION CRITERIA

The City intends to engage the most qualified consultant(s) available that demonstrate a thorough understanding of the City's needs. City staff will use the following criteria to evaluate proposals, for a total of 100 points:

- Understanding of Work to be Performed (the Scope of Services): 15 points
- Demonstrated Quality Firm and Professional Staff Technical Skill, Experience, Performance and Approach: 25 points
- Familiarity with City, County, and State Regulations: 20 points
- Firm's and Professional Staff References/Satisfaction of Clients: 15 points
- Completeness and Quality of Proposal: 15 points
- Cost Approach to performing this type of service: 10 points

The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. The City reserves the right to reject any and all proposals.

GENERAL TERMS AND CONDITIONS

1. The City is not liable for any expenses incurred by any proposer prior to issuing the contract.
2. The Consultant, once selected, is required to submit monthly billings.
3. The Consultant selected for the project must obtain a City business tax certificate and maintain liability and workers compensation insurance coverage in accordance with the City Professional Services Agreement template, attached.
4. All work product generated by the Agreement will be owned by the City.
5. This solicitation for proposals does not commit the City to enter a contract or to pay any costs incurred in the preparation of the proposal.
6. The City reserves the right to accept or reject any and all proposals, and to negotiate with any and all qualified Consultants, or to cancel in part or in its entirety this RFP.
7. The City reserves the right to accept any proposal received, to reject any or all proposals, in whole or in part, to waive irregularities, formalities, or both, as deemed appropriate, to request clarification of any submittal, and to negotiate with the preferred Consultant to provide the requested services.
8. The City hereby notifies all Consultants that no person will be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, or veteran status.
9. Once the Consultant is selected, the City and the Consultant will execute the City's Professional Services Agreement, which will set forth the scope of work, the estimated time schedule, and the applicable rates and reimbursements.
10. All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law (including the California Public Records Act, Government Code section 6250 and following). The City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and the City will be under no obligation to the Consultant to withhold such records. Insofar as a proposal contains information that the Consultant regards as proprietary and confidential, it is the responsibility of the Consultant (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It will be insufficient for the Consultant to merely identify the entire proposal or an entire page or set of pages of proprietary information. Not-to-exceed sums, hourly rates and the like that may be set forth in the proposal will not constitute proprietary information nor will any information readily available to the

general public or any other information not regarded as proprietary and confidential under federal or state law.

ADDRESS PROPOSALS AND QUESTIONS TO:

Kapil Amin
Sustainability Fellow
Kamin@pinole.gov



PROPOSALS ARE DUE ON July 1, 2024 BY 5PM

SUBMIT VIA EMAIL ONLY TO:

KAMIN@PINOLE.GOV

All proposals must remain firm for a period of ninety (90) days following the last day to accept proposals

Attachment A: List of Retail Businesses in Pinole

- ACACIA GRAPHICS & DESIGN
- J & O TOWING AND TRANSPORT INC. DBA J&O
- ADRIENNE CHERRY @ HERITAGE BEAUTY SALON
- Alice Kim @ The Whole 9 Yards Salon
- DEALS FORCE AUTO
- INFINITY & BEYOND Wholesale, LLC
- JMG CONSTRUCTION
- PINOLE VALLEY GLASS
- AURA
- HANDYWORKS
- REFORM US
- TROUBLE DON'T LAST COUNSELING & TRAINING
- HORATIO R. CRUZ, M.D.
- LOCAL DRIVING SCHOOL, INC.
- BUMBLE BEE CONSTRUCTION
- ESPERANCE KREYOLE
- American Airconditioning Company
- R AND T AUTO
- RUFFIN & ASSOCIATES
- STACEY KHUY ARTISTRY
- BROWS & LASHES BY AILES
- GUTIERREZ REPAIRS
- LUCKY BUDDHA WIRELESS LLC
- STRESS RELEASE CENTER
- EAST BAY GARDEN
- FC BEAUTY CENTER
- JOEL C. ROSS, M.D., INC.
- SUSAN BURCH @ Top Floor
- ALL STAR PAINTING
- MARY'S PINS & NEEDLES
- BRL APPRAISAL SERVICES
- BEAUTY BY MARCELLA @ TRANSITIONS SALON
- Dutra's Food Services
- EAST BAY AREA THERAPY
- PINOLE'S NAILS
- EAST WEST NATURAL MEDICINE
- CBCS: CONSTRUCTION AND BUILDING CLEANING
- MULATTO MEADOWS
- BAY AREA CAPITAL JANITORIAL MAINTENANCE
- CALI KERNELS
- BRIDGE HOPE THERAPY
- JACKIE CLEANING SERVICE
- DIVINE ESSENCE BEAUTY BOUTIQUE
- MARIA D. RUBIO
- ECOPACHA, INC.
- MAID IN THE BAY CLEANING
- SF BAY GENERAL BUILDING
- QUALITY KING AUTO GROUP
- CLEAN AND TIDY, LLC
- DIPPED, LLC.
- BRASMERICA PAVER SYSTEMS
- S PACHECO CO.
- DAYS INN
- PAUL H. RYAN JR. M.D.
- ALWAYS GREEN LANDSCAPING, INC.
- CRISTINA INGRAM @ RAVAYS
- TOUCAN TRUCKING AND ROLLOFF SERVICE
- SHARON BURNIM @ TRANSITIONS
- DEEP ROOTZ DESIGN
- GIRLFRIEND FRIDAYS CATERING AND EVENTS
- THE WAVE SHOP
- CALIFORNIA FACILITY SERVICES
- SAAZ
- Emerald Caregiving, LLC
- A1 BROOM SERVICE
- MINORITY MEDIA SERVICES, INC.
- TOP O' THE WORLD HANDYMAN SERVICES
- SHINE THRIVE GROW
- HAT WORLD
- HER365 FITNESS
- ALEXANDER GOLOVETS
- SELDIA DESIGNS AND CONSTRUCTION
- A & A MOTORS
- FACEDARK
- OLD TIME REALTORS
- ELOISA'S BEAUTY & BARBER SALON
- PRISTINE CLEANING SERVICE
- ALYSSA CARVER INTERPRETING
- L.R. & Associates
- RED SEA CARPENTRY
- SMYTHE'S ACCORDION CENTER
- W.L. SKIPWITH, LLC DBA SKIP'S SKRAPER
- EFFORTLESS STYLES
- SASAI STUDIOS
- COUTURE HEAVEN
- LUMINARY AESTHETICS AND CO.
- RL MOTORS
- KAYA COLLECTIVE
- NICOLE VITALITY SPA
- FAMILY AFFILIATED CAR SALES, LLC
- RAIN'S PLATES, LLC.
- MC MULTIMEDIA ENTERPRISE, LLC.
- LULU'S LIFESTYLE
- RYAN DERBY, MD CORP.
- TMD CATERING, LLC.
- REAL RAVEN BEAUTY LLC
- LE MARCHE

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- WHIRLY TAILS
 - ANTLER'S TAVERN
 - A-TEK COMPANY
 - AVALOS ROOFING
 - DOLAN'S OF PINOLE
 - G & L LIQUOR, INC.
 - JOANNE GABEL PIANO STUDIO
 - KENDALL FINANCIALSERVICES, INC.
 - LETCHER BROTHERS AUTO REPAIR
 - M.E.R.I ENTERPRISES
 - THE NEW DELI
 - ANITE Company
 - PINOLE KEY 'N GIFT SHOP
 - PATTY'S PINOLE CHILD CARE
 - SAFEWAY, INC. #1714
 - SECURITY PUBLIC STORAGE
 - SOLAR CAR WASH
 - SQUARE DEAL GARAGE
 - DJ's GRAPHICS
 - CHARLES KOPP,INC.dbaCONTINENTAL ELECTRIC
 - JAY VEE LIQUORS
 - Cosmoprof #8762
 - PINOLE PAWS PET GROOMING
 - A.D. DERN INSURANCE AGENCY, INC.
 - AMERICAN MEDICAL RESPONSE-WEST
 - DOUGLAS E. OLIVER, DDS
 - DENNIS L. LORETTE ACCOUNTANCY CORP.
 - CLEMES & CLEMES, INC.
 - PINOLE VALLEY LANES # 581
 - CINDY'S SHEAR CUTS
 - FIAT MUSIC CO. / FIAT SCHOOL OF MUSIC
 - RICHMOND UROLOGICAL MEDICAL GROUP
 - CRAIG J. HEALY, D.D.S.
 - DAVID WARREN, D.D.S.
 - BIG 5 SPORTING GOODS #62
 - AXELRODE ORTHODONTICS
 - GOODYEAR TIRE CENTER
 - REIKO O'BRIEN @ SaShay's
 - CRAWFORD SERVICES DIVISION
 - Cowperthwaite&HinnerGenlContractorInc
 - PINOLE VALLEY ARCO
 - JOEL HOROWITZ, D. C.
 - B. WILSON @ Whole 9 Yards
 - COMIC CARDS, ETC.
 - GEORGETTE JETER @ SaShays
 - HIMALAYAN TREASURES AND TRAVELS
 - MICHAEL J.H. Mc DONALD, DMD, INC.
 - R.W. SCOTT CONSTRUCTION
 - KISTER, SAVIO & REI, INC.
 - DAVID G SMITH INSURANCE BROKER, INC
 - CALIFORNIA COMPLETE GARDENING SERVICE
 - HARRIET HUNT, INC.
 - NAILS by RENE at SASHAY'S
 - THOMAS J. MAMPALAM, M.D.
 - VIBRANTCARE REHABILITATION
 - MASTERWORKS
 - EEONYX CORPORATION
 - TARGET STORE #T-737
 - SALLY BEAUTY SUPPLY/EQUIP #1848
 - AM-PM APPLIANCE SERVICE
 - YOUTHFUL TOOTH COMPANY
 - STAPLES THE OFFICE SUPERSTORE
 - HAIR BY CAROLYN @ Thee Salon
 - O'REILLY AUTO PARTS #2833
 - PET FOOD EXPRESS
 - NORMA MACKEY @ TRANSITIONS
 - BILL'S LIQUOR
 - BITSMITH SOFTWARE
 - OLD RESERVOIR TELECOMMUNICATIONS
 - BAY AREA LASER SURGERY CENTER
 - MARK S. THIBAUT, DDS
 - TOP FLOOR BEAUTY SALON
 - ACCUTECH AUTO CARE, INC.
 - ANDY'S HAIR DESIGN
 - PLUMBING EXPRESS/SEWER CONNECTION,INC
 - YEN CAN CUT
 - MANCINI'S SLEEP WORLD
 - MIKE'S APPLIANCES
 - COLOR COMPUTER PORTRAITS
 - SA SHAY'S
 - GARY D.SABBADINI D.D.S.,A.P.C.
 - CRAG PARKER MAINTENANCE PLUS
 - Edward Jang DDS, Inc.
 - MUSIC REPERTOIRE
 - BEST BUY STORES, L.P. #138
 - PROF SMOG
 - WAIKIKI NAILS
 - BAYOU CUSTOM
 - Pacific Plumbing & Construction Co.
 - CHRISTINA at TOP FLOOR SALON
 - O'REILLY AUTO PARTS #3495
 - DEBRA BHACHU @ RAVAY'S
 - A.B.T.
 - PROFICIENT TERMITE CONTROL
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- PINOLE ENDODONTICS
 - DAVID'S BRIDAL, INC.
#129
 - COLE VOCATIONAL SERVICES
 - HRB TAX GROUP INC
 - SHERRY THRUSH @ SaShay's
 - LINDA JEE Hair Design
 - NORMA J. SALON
 - SUSAN L. NUTTLE, D.D.S., INC.
 - SUNSHINE FLOOR COVERING
 - ST.CLARE'S HOME FOR SENIORS
 - P.A. PRODUCTIONS
 - GOTTA HAVE IT ARTWORKS
 - VOLCANO CLOTHING MANUFACTURER
 - GENERAL NUTRITION CENTER #5008
 - ARCHITECTURE AND PLANNING
 - CROCKETTS PREMIER AUTO BODY
 - NEW EBONY BEAUTY SALON
 - ODETE ALEXANDER @ TRANSITIONS
 - DEBORAH HEGARTY @ Transitions
 - PINOLE PODIATRY GROUP
 - ANN at TRANSITIONS
 - VANESSA WANNASY
 - RAVAY'S HAIR STUDIO
 - APPIAN INSURANCE SERVICES, INC.
 - GREAT CLIPS FOR HAIR
 - VALLEY PRODUCE MARKET
 - RODRIGUEZ CONSTRUCTION SERVICES
 - REALITY PRODUCTIONS
 - FLEXIBLE MARKER SUPPORT
 - PAT SCHEPPLER @ Sashay's
 - THE WHOLE - 9 - YARDS
 - FREITAS LANDSCAPING
 - JUNG & JUNG CHIROPRACTIC, LTD
 - AUTO ZONE # 3312
 - VELASQUEZ TAX SERVICES
 - APPIAN 80 EXPRESS CLEANERS
 - HAILIE'S HAIRCUTS
 - BRIGHT NOW! - PINOLE DENTAL
 - SUPER CITY LIMOUSINE
 - DAVE'S AUTO REPAIR
 - MICHAEL'S ARTS & CRAFTS # 4741
 - CORRIEA LOCK & KEY
 - PINOLE VISTA LIQUOR
 - CANYON PINOLE SURGERY CENTER
 - A LA MODE DONUTS & ICE CREAM
 - MFT CONSULTING ENGINEERS, INC.
 - WESTPRO REALTY
 - LEE'S FOUNTAIN
 - SOBRANTE HILLS REALTY
 - SANCHEZ LANDSCAPING & GARDENING
 - HOSS ABAR, D.D.S
 - CHARMING TRANSITIONS
 - BEVERAGES & MORE
 - KOUROSH HARANDI, DDS.,M.S., INC.
 - DOLLAR TREE STORES # 3178
 - BANIQUED REALTORS, INC.
 - DREAM'S AUTO COLLISION CENTER
 - OASIS NAIL & SPA
 - PATHWAY TO CHOICES DAY SERVICES
 - DEX DENTAL LABORATORY
 - LIGHT ENDEAVORS
 - SAMA ACADEMY OF MARTIAL ARTS
 - DOGTROT
 - EAST BAY OPHTHALMOLOGY, INC.
 - ADAM LONDON CONSULTING, LLC.
 - FED EX OFFICE # 1475
 - SAVING MEMORIES
 - SHENOVA EDWARDS
 - EVALUATION FOCUSED CONSULTING
 - WINGS FOR 2 SINGHS
 - BENJAMIN ROSALES, D.D.S.
 - MV PUBLIC TRANSPORTATION, INC.
 - SMART STOP dba Bhavani Enterprises, Inc.
 - BILL'S DEFENSIVE DRIVING SCHOOL
 - PAMPERING FACES
 - VALENCIA GARDENING-HOUSEKEEPING
 - PINOLE SHELL
 - JASMINE LANDSCAPE
 - O'CONNOR PHYSICIAN GROUP, INC.
 - ELEGANT ENTRIES
 - MOJDEH OSHAGH, DDS
 - Y.A.HARDY TRUCKING CO.
 - KAMRAN KASHIRAD DDS
 - 99 CENT ONLY STORES LLC#275
 - PINOLE CHEVRON
 - BAY AREA TREE CARE
 - DE RANGO CONSULTING
 - TRADER JOES # 230
 - SERENITY NAIL SPA
 - WALGREENS # 11614
 - DUMLAO'S ACADEMY OF MARTIAL ARTS
 - TPMG Financial Services
 - HOUSE OF LILITH HAIR DESIGNERS
 - Sales Operations / License
 - NICK'S MOTOR
 - Le Bon Real Estate, Inc.
 - IMAGE DE BEAUTE
 - LAW OFFICES OF MICHAEL ASHBURNE
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- C Q & A CONSULTING
 - ALBERT M TSANG DDS, INC
 - NOSTALGIC SOUL BARBER STUDIO
 - TARA HILLS CARE HOME
 - LORINA DAVES-TORNAI
 - REDBOX AUTOMATED RETAIL LLC
 - M ELDER, DDS. A PROFESSIONAL CORPORATION
 - TAMMYS NAILS AND SPA
 - CHUCK E. CHEESES
 - SOHEILA'S HAIR SALON
 - VINCENT P. LIM D.D.S
 - COLDWELL BANKER BARTELS REALTORS
 - ARMOR SECURITY SYSTEMS, INC dba
 - JENNY S C JEAN @ Hailie's Haircuts
 - PINOLE GROCERY OUTLET
 - GREGORY S MEYERS, DDS, MSD.
 - AT&T MOBILITY
 - VMOJA COUNSELING AND CONSULTING SERVICES
 - MAGIC BRUSH PAINTING, INC,
 - PS ORANGECO, INC #8361
 - PETER KEOWN REAL ESTATE, INC
 - PINOLE VALLEY BOOT CAMP COMPANY
 - EAST BAY YOGA
 - RESULTS REALTY
 - BURLINGTON COAT FACTORY OF CA LLC
 - JUST DELIGHTS
 - SHAHIN MOTTAGHIAN @ TRANSITIONS
 - JOCELYN MILES OTR/L
 - NEW HAIR @ TRANSITIONS
 - YC DENTIST - MA YOLANDA A CABOBOY, DDX,
 - J HEARST WELBORN JR., MD
 - DR. FERIEL EL GHAOUI
 - ABLE TO LOAN
 - CALAPPS.COM
 - CONNIE MCFARLAND @ SA SHAYS
 - M C DESIGN GROUP
 - MARQUINO TILE
 - MARBLE CERAMIC AND MOSAIC
 - CV COMMUNICATION
 - ETCHEVERRY BUILDING & MAINTENANCE SERVIC
 - DABS, INC.
 - MUYHONG THY, DDS
 - HELANDER LLC DBA ROCKSTAR TANNING
 - MDRZ GHABEN PINOLE, INC
 - ITCONSULTANT
 - PRO2 SOLUTIONS
 - EYES & SMILES OPTOMETRY
 - TRAVEL TRAVEL PINOLE
 - LA VILLA REALTY
 - DA BEST CREATIONS
 - PUMP HOUSE
 - BEAUTY & GRACE SALON
 - THE TREASURE HUNT
 - LISA'S HAIR STUDIO
 - COSMIC TRENDS
 - GABLES MOTEL
 - GRIP IT GOLF, LLC
 - EASTSHORE PEDIATRIC DENTAL GROUP
 - ABB/CON-CISE OPTICAL GROUP LLC
 - DIMENSION CONSTRUCTION, INC.
 - C FOOD CONCEPTS, INC dba SIZZLERS
 - PARK L. HSIEH, O.D., A PROFESSIONAL OPTO
 - SIMPLY BO'S PETALS & EVENTS
 - APPIAN LIQUORS
 - PETSMART #2223
 - S & L BODY AND FRAME
 - LABORATORY CORPORATION OF AMERICA
 - REDBOX AUTOMATED RETAIL, LLC.
 - CLEAN MACHINES
 - LITTLE MERMAID HAIR & MAKEUP SALON
 - RETINA SPECIALISTS of Northern Calif.
 - ONITSHA MOTORS EXCHANGE
 - ANH DAO NGUYEN - CINDY SHEAR CUT
 - MP NAILS & SPA
 - KEETONE TAX SERVICE
 - SCG PINOLE VALLEY SHOPPING CENTER LLC
 - LUXURY WHOLESale
 - DBA ALCOS TAQUERIA AGUILILLIA
 - THUNDERBOLT COMMUNICATIONS, LLC.
 - PINOLE PET HOSPITAL, INC.
 - CAROLYN L. YU, DDS, INC.
 - JOINT VENTURES, LLC
 - CHERRY CHIROPRACTIC CORP.
 - BAY AREA ORTHOPEDIC SURGERY AND SPORTS M
 - 676 CANDLES CO.
 - SMOKE AND SAVE
 - SABOR LATINO #2
 - 2-1 DENTAL LAB
 - S.K THREADING
 - TJMAXX #1347
 - EAST BAY CHIROPRACTIC HEALTH CENTER DR.
 - WELLS FARGO CLEARING SERVICES LLC DBA WE
 - ULTA SALON COSMETICS & FRAGRANCE
 - JENNY CRAIG #3023
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- PINOLE DENTAL LABORATORY
 - CORTEZ TIRES AND AUTO REPAIR
 - DEBBIE'S DOG DAYS
 - LUXURY NAIL SPA
 - MADDOX REAL ESTATE
 - Praveena Kumar
 - Sweet Kreations
 - Zitron Home, LLC.
 - THE SHERWIN-WILLIAMS COMPANY
 - PINOLE PACKING AND POSTAGE
 - KEENAN HOWARD REALTY
 - JP'S KAJUKENBO KARATE
 - OCAMPO FAMILY WELLNESS & TRAINING
 - RAF INVESTMENT SERVICES, IND
 - BRITTON BEHAVIORAL CONSULTING
 - GATEWAY PINOLE VISTA, LLC.
 - VISITING ANGELS, PINOLE
 - SILVA CONTRACTORS, INC.
 - THE VITAMIN SHOPPE
 - DRO'S TRANSPORT
 - DAVID W. TAM, OD
 - Prime Metropolis Properties Inc dba KK &
 - JORDAN DRAPERY & BLINDS
 - HARLEY HILL
 - PRECISION ARMS GUNSMITHING AND SUPPLY
 - KUHLMANN AND CHEYNE BUILDERS INC
 - PINOLE FAMILY DENTAL
 - VERN PHAN REAL ESTATE
 - I BROW BAR
 - THE ROOM HAIR DESIGN
 - Bay Area Comfort Solutions HVAC
 - KASCO dba RC PRO USA
 - Hanah's Nails
 - T-Mobile Financial, LLC.
 - Hong Kokham @ The Room Hair Design
 - Omni Logistics DBA Royal Motors
 - GARY B MARCUS, MD- A PROFESSIONAL CORPOR
 - Pinole Modern Dentistry
 - CLASSY NAILS
 - BETTER CLOUD
 - CATHERINE WITTMAN
 - PRIME COMMUNICATIONS OF CALIFORNIA, LLC
 - BEST BRAZILIAN BIKINI WAX BY TELMA MASON
 - SEQUOIA REAL ESTATE, INC.
 - PINOLE CHEVRON - APPIAN WAY
 - KIM KHANH JEWELRY & GIFT SHOP
 - CHIYO SHIDARA D.D.S., APC
 - CEC ENGINEERING, LLC
 - ABSOLUTE CARE FOR LIFE
 - NEXT OFKIN PET CARE, LLC
 - THE TREE SPICE, LLC
 - JULIE'S NAILS
 - URBAN ENTERPRISE PARTNERS, INC DBA ANYTI
 - CVS/ PHARMACY #16222
 - CLAYDELL STEPHENS MD AND YVONNE COBBS NP
 - MICHAEL A. MELLENTHIN, MD, PC
 - GARDEN OF GEMS CUSTOM JEWELRY
 - RICHARD K LINDSAY, PE
 - MERCHANTZOOM, INC.
 - MODZ SYSTEMS, INC.
 - SPROUTS FARMERS MARKET
 - FACES SKINCARE STUDIO
 - CRYSTAL CLEAN LAUNDRY
 - ORANGETHEORY FITNESS PINOLE
 - HEALTHY SPA
 - MARLEX MOTOR GROUP
 - UNIVERSITY MEDICAL PARTNERS INC.
 - PRECISION ARTS DENTAL STUDIO
 - KFREEZ.COM
 - MARRAH MOLINA THERAPY
 - BRIAN J. HATHCOAT, DDS
 - WELSTAND GEMSTONES
 - GIGI'S ONE BITE WONDER, LLC
 - HAPPY HEMP MUSIC, LLC
 - TREASURE CONSTRUCTION
 - HEAT ATHLETIC
 - ADDICTION BY CARRIE
 - ZC FOR HAIR
 - TONIC NATURALS, LLC
 - 7 ELEVEN 2365-14206G
 - EPIC CARE
 - Edible Odyssey, LLC
 - DOUBLE PINE CARE HOMES LLC. DBA GRANADA
 - L & A AUTO SALES, LLC.
 - PRECISION SECURITY SOLUTIONS DBA NATIONA
 - DIABLO VALLEY CREMATION & FUNERAL SERVIC
 - DOUBLE PINE CARE HOMES, LLC. DBA GRANADA
 - SUPERLATIVE STEAM CLEANING
 - THE PINK LASH
 - AKA WIRELESS, INC.
 - ENDOCARE
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- SERRAMONTE PULMONARY ASTHMA SLEEP CLINIC
 - DEGRACIA BUILT
 - CONNOISSEURS' GUIDE TO CALIFORNIA WINE
 - ONE THE CHEESE STEAK SHOP, LLC.
 - S. G. AUTO REPAIR
 - DALIA E. PEREZ-SALINAS, DDS
 - MARIANO'S BARBER SHOP
 - TJLM FOOD SERVICES, INC.
 - KAMILAH SANFORD, DDS, INC.
 - HAUS CREATIVES
 - FLOURISHING DAYLILIES
 - PREMIERE HOME CARE
 - ALL PURPOSE SOLUTIONS
 - SAGRA'S HOME CLEANING & ORGANIZING
 - BW ENGINEERING
 - THE BAR AESTHETICS
 - BEST KITCHEN DESIGN
 - THE EATING
 - AMERICA'S BEST CONTACT & EYEGLASSES #375
 - ANCOF CONSTRUCTION & REMODELING
 - AAA NORTHERN CALIFORNIA, NEVADA & UTAH
 - VINTAGE AFFAIR COLLECTIBLES
 - CLAY AND STEEL, LLC
 - PINOLE SERVICE
 - VALARIE Y. RICE M.F.T.
 - GRANADA FLOORS
 - PINOLE OPERATIONS, LP
 - OCEAN DAY SPA
 - LASH BAR STUDIO
 - LUMENATI ELECTRIC
 - CQ&A CONSULTING
 - SABER FITNESS PINOLE, LLC
 - CVS/Pharmacy #9299
 - CHAMBERLUX AUTOMATA, INC.
 - Azadeh Hosseini DDS
 - BIG O TIRES-PINOLE
 - OHANA PROPERTY INVESTMENTS, INC.
 - CLASSIC ORGANIC NAIL SPA
 - TOP NOTCH BARBERSHOP
 - BAY AREA EYECARE, INC.
 - LUCY G'S WAX PARLOUR, LLC.
 - EDGARDO C RUBIO DMD, INC
 - I DRIVE AUTOS
 - TULIP CHILD CARE, LLC. DBA PINOLE MONTES
 - EVGO SERVICES, LLC
 - BAY AREA HEARING SERVICES
 - PCN GROUP LLC
 - M & E CARE COP
 - COLOMA CONFECTIONS
 - CAROLINA CASTILLO
 - ACE HARDWARE
 - GPM TRUCKING CORP, INC.
 - PLATA
 - SQUID PRO QUO
 - LAVENDER NAILS
 - SKINCARE BY THERESSE
 - GLOBAL Y F COMPANY INTERNATIONAL
 - SALKHI FAMILY HOLDINGS, INC.
 - TIEP VO
 - TCUTS LLC DBA SUPERCUTZ
 - PHO HOA RESTAURANT
 - ED & TED'S THOUGHTFUL LIVING
 - RAYMUND RAMOS TRADING
 - QUE ONDA
 - SHIPLEY POOLS
 - XFIT TRAINING
 - TRUEBOND FINANCIAL
 - GURJIT RANDHAWA DENTAL, INC.
 - J & L AUTO SALES
 - ALOBA SF INC.
 - WORLD PHONES
 - SCULPTING FRIENDSHIPS IN HAIR
 - POPPY NHA-HANH NGUYEN, L.AC.
 - BITTER MELON ACUPUNCTURE, INC.
 - LA MONA'S CREATION
 - ISRAEL JOSE DA SILVA
 - THE UPS STORE #7276
 - W SQUARE
 - RINGWOOD DIALYSIS, LLC DBA PINOLE DIALYS
 - KCLICKBADGER
 - AQUINO'S CARE HOME
 - SF PRINT.COM
 - STANFORD BOTANICALS
 - Sprint Spectrum, LLC
 - ADDA FOODS
 - BAY AREA CRAFT AND CONSULT
 - H & H MOTOR GROUP
 - CENTRAL CONCRETE SUPPLY
 - AUDIOLOGY DISTRIBUTION, LLC DBA HEAR USA
 - NASTIK
 - 510 BUILDERS
 - ET CONSULTING
 - GOODFELLAS LOUNGE
 - RV FAMOUS
 - JAKE BOYS TRANSPORT, LLC.
 - B-UNIQUE
 - WS AUDIOLOGY (CALIFORNIA), PC
 - SEDAKA MFT
 - ALLURE BEAUTY BAR
 - BOLA CHEESE, LLC
 - HULIN CONSULTING
 - THE GREEN HOUSE CLEANING SERVICE
 - A1 AUTOS, LLC.
 - JAMIR LUXURY AUTO, LLC
 - CORTEZ TOWING
 - JOHN MANRIQUE INSURANCE SERVICES
 - B&T ENTERPRISES, LLC.
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- TWK, LLC.
 - LIVEGOOD BARBERSHOP
 - PREFERRED CHOICE EVENTS
 - BLUE SKY PLUMBING
 - AMBER'S ESSENTIAL TOUCH
 - KIM
 - JEFFS MOBILE AUTO REPAIR
 - CHATON
 - ALTITUDE ESSENTIEL TREE SERVICE
 - KATIE KATZ PHOTOGRAPHY
 - MINA MASALA
 - NEW HEIGHTS COUNSELING
 - LOCAL LEADS LEADER, LLC
 - CATHERINDERIA FILIPINO FUSION
 - NHAN LY AT LIVEGOOD BARBERSHOP
 - PROFESSIONAL MEDICAL SERVICES, INC.
 - THE DRILL FACTORY
 - GUSTAVO MORENO
 - AJANAMJOT K. GREWAL MD, INC. DBA GLOTOX
 - TG'S CONTRACT MANAGEMENT AND CONSULTING
 - DESIGN 1028
 - WALTERS WELLNESS GROUP, INC.
 - SHOE PALACE
 - 360 WELDING AND FABRICATION, INC.
 - MEJORANDO, INC. DBA ALMA SEMILLARA
 - CORTEZ AUTO BODY SHOP
 - DELGADOS HOUSEKEEPING
 - AWAKE MY SOUL COFFEE LLC
 - TOP 5 MOTORS, INC.
 - CUNHA SURVEYING INC.
 - ALMIGHTY CONSTRUCTION
 - COMPUTER INFORMATION STATION
 - MEA BEAUTY
 - CIGARETTES VALUE
 - FANCY NAILS LOUNGE, INC
 - UNIVERSAL SELF-LEADERSHIP INSTITUTE, INC
 - AUTOPIA MOTORS
 - FRESH OFF THE BOAT SEAFOOD COMPANY
 - PINOLE CLEANERS
 - TCHAPWA F AUTO SALE, LLC
 - EMPRESTIMO RAPIDO
 - BADD BOYZ BREEDING
 - SEW ASIAN FABRICS + GIFTS
 - THE TREND AREA
 - SOL DANCE ACADEMY
 - PRISCILLA KYU LCSW
 - MY K9 TEACHER, LLC
 - TACT CREATIVE SOLUTIONS LLC.
 - SOLIHIYA CHOCOLATE
 - HERMOGINA'S PALATE
 - SONNIA JEAN KEMMER, LLC. DBA NOTARYBUGZ
 - THE MODEST LLC
 - CAROLINE CAYETANO BEAUTY
 - MARGARITA MINO REALTY AND LOANS
 - BEGIN CPR, LLC.
 - TOP 5 TRUCKING, LLC.
 - HOMEGOODS #1085
 - ENDURANCE-A SPORTS AND PSYCHOLOGY CENTER
 - BROADWAY RHYTHM DANCE COMPANY
 - 2COMPLETE
 - POWER ON WITH WIGGINS (POWW) CHIROPRACTI
 - ANOTHER LEVEL OF BARBERING
 - TRESSES BY DREAM LESS LLC
 - HAIR CANVAS LLC
 - SALON THIRTY SEVEN LLC.
 - HANDY RENOVATIONS
 - WESTMONT CONSTRUCTION INC.
 - SIBLY BABLY LLC.
 - AYAN AND AYAT LLC DBA NFS TIRES AND WHEEL
 - HUSTLER'S BARBER/SALON
 - TOP GRADE TERMITE CONTROL
 - TAMALERIA PRIMAVERA
 - APPLESEED PRACTICE MANAGEMENT
 - MADE BY T. NECOL
 - AFTER HOURS MEDIA
 - SARISA HOWARD MIDDLETON CPA
 - RIPPD BOX
 - BRIGHTS CAMERA ACTION
 - HEALING BEAUTY BAR, LLC.
 - Q BEAUTY SALON B
 - GOLDEN LEAF
 - NATURALLY AAMIRA
 - UPTOWN YARD
 - ALEAMA'S TONICS
 - LUSO BEAUTY & COMPANY, LLC.
 - ANGUIANO CONSTRUCTION
 - VALENCIA LAB
 - SOULFLOW OAKLAND
 - KAISER FOUNDATION HOSPITAL
 - WCC BUSINESS DEVELOPMENT CENTER
 - UNIVERSITY HEALTHCARE ALLIANCE
 - PACKARD CHILDREN'S HEALTH ALLIANCE
 - HEALTHY LIVING FOUNDATION
 - Life Long Medical Care-Pinole Health Ce
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- NURANI INSTITUTE
 - NATURE'S PARADISE BY JOANNA
 - MASSAGE THERAPY @ THEE SALON
 - PAIN MANAGEMENT MASSAGE THERAPY
 - MARTINNI, INC.
 - RENUI DAY SPA STUDIO
 - TOUCH OF PARADISE
 - BACK IN BALANCE BODYWORK
 - AMETHYST SPA
 - THE YU'S COMPANY DBA MASSAGE THERAPY CEN
 - COURTNEY ALLEN
 - BODY RHYME

ATTACHMENT B: STANDARD PROFESSIONAL SERVICES CONTRACT

CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND

[NAME OF CONSULTANT]

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and
("Consultant") (together sometimes referred to as the "Parties") as of
, 20 (the "Effective Date") in Pinole, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A 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.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on , and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed

, for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and

subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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

incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and shall not exceed (\$ [REDACTED]). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

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

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

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

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed

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

4.2 Commercial General and Automobile Liability Insurance

4.2.1 General requirements. Consultant, 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) per occurrence and FOUR MILLION DOLLARS (\$4,000,000) aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

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

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

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including

materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 PROFESSIONAL LIABILITY INSURANCE.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence or claim covering the Consultant's errors and omissions.

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

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

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- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of work under this Agreement.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 ALL POLICIES REQUIREMENTS.

- 4.4.1 Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:
 - a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
 - b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
- 4.4.2 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.3 Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than ONE HUNDRED THOUSAND DOLLARS (\$100,000).

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- 4.4.4 Wasting Policies.** No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.
- 4.4.7 Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.
- 4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.

5.1 General Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 5.1 shall survive any expiration or termination of this Agreement.

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

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

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant No Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 7. LEGAL REQUIREMENTS.

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- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Pinole 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.
- 7.6 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition,

marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

SECTION 8. TERMINATION AND MODIFICATION.

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

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

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall be specified in writing by the City. Consultant understands and agrees that if City issues such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized

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

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

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

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms

of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

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- 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and

agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

SECTION 10 MISCELLANEOUS PROVISIONS.

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

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

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

10.6 Use of Recycled Products. Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

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

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

Consultant will comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code (on file in the City Clerk's Office). It is incumbent upon the Consultant or Consultant's firm to notify the City pursuant to section 10.10 Notices of any staff changes relating to this Agreement.

- a. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant(s), unless as indicated in Subsection b., will be performing a very limited and closely supervised function, and, therefore, are unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection b.

Initialed by City Attorney's Office

b. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the Disclosure Category "1-5" of the City's Conflict of Interest Code:

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

10.9 Contract Administration. This Agreement shall be administered by _____ who shall act as the City's representative. All correspondence shall be directed to or through or his or her designee.

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

Any written notice to City shall be sent to:

10.11 Professional Seal. Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

10.12 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

10.13 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.

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

CITY OF PINOLE

CONSULTANT

Neil Gang, Interim City Manager

[NAME, TITLE]

Consultant's City of Pinole Business
License #:_

Attest:

Heather Bell, City Clerk
Approved as to Form:

Eric S. Casher, City Attorney

EXHIBIT A
SCOPE OF
SERVICES

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY
FEES

EXHIBIT C

CITY-FURNISHED FACILITIES

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.



**Response to City of Pinole Request for Proposal for:
Compostable/Reusable Foodware and Non-plastic Bag Technical Assistance**

Submitted by:



ENVIRONMENTAL
INNOVATIONS

Environmental Innovations, Inc.

Revised

September 3, 2024

A: Cover Letter and Executive Summary

September 3, 2024

City of Pinole, City Hall
Environmental Programs Division
Attn: Sustainability Fellow Kapil Amin

Dear Kapil Amin:

Environmental Innovations, Inc. (EI), a Benefit Corporation, recognized B Corp, certified woman-owned small business, and Certified Green Business, is pleased to present our proposal for the Compostable/ Reusable Foodware and Non-plastic Bag Technical Assistance for the City of Pinole. EI is a leading partner for municipalities in conducting outreach to small businesses, particularly restaurants and food facilities. We have designed and implemented foodware outreach programs for several municipalities and will be able to leverage our extensive experience as well as our collection of repurposable materials to maximize field assistance time. Our high-quality and diverse team is capable of performing outreach and assisting various sizes of food facilities, from small food trucks to large technology campus cafeterias.

Our proposal demonstrates a thorough understanding of the needs and objectives outlined in this RFP, reflecting our extensive experience and expertise in similar projects. Our project management approach is centered on clear communication, efficient resource allocation, and meticulous planning to ensure the successful completion of all project milestones. We employ a collaborative and integrated management strategy, seamlessly coordinating our experienced team to ensure alignment with project goals and timely delivery of high-quality outcomes.

Below, we outline our understanding of the project needs and our proposed approach.

Task 1: Compliant Foodware and Local Suppliers

- Compile a comprehensive list of compliant and affordable foodware and vendors, drawing from our previous experience and vendor relationships as well as existing resources such as our previously developed, Product Purchasing Guide.

Task 2: Compliant Bag Options and Local Suppliers

- Expand our existing list of recyclable single-use bags to include compliant reusable items and vendors.

Task 3: Technical Assistance Rollout Plan

- Leverage our extensive experience to finalize the rollout plan, strategies, and materials in collaboration with City staff, including a series of kick-off meetings to discuss priorities and integrate insights from previous similar programs.

Task 4: Technical Assistance for Food Businesses

- Execute an initial outreach push through various channels to inform food facilities about the Ordinance.
- Provide door-to-door outreach to 35 independent food service businesses to engage them in technical assistance services.
- Offer tailored technical assistance to identify specific needs and available compliant products.

Subtasks A-E: Detailed Support and Education

- Provide cost-effective estimates for inventory conversion and connect businesses with local suppliers.
- Track high-demand items to negotiate bulk purchasing agreements.
- Educate businesses about Assembly Bill 1276.
- Promote reusable foodware alternatives
- Educated retailer on compliant bag options.

Task 5: Support with Waivers and Extensions

- Assist City staff in developing written rules, regulations, and forms for obtaining waivers and extensions.
- Provide direct assistance to businesses in applying for waivers and time extensions

Task 6: Development of Educational Materials

- Collaborate with City staff to develop branded educational materials, including ordinance summaries, restaurant signage, table tents, and a purchasing guide.

Task 7: Progress Reporting

- Track all outreach and technical assistance using appropriate web-based tools, providing access to City personnel.
- Document project activities and outcomes, presenting them in a final report and visual presentation.

Task 8: Case Studies and Final Report

- Develop case studies based on our extensive experience and the specific outcomes of this project.
- Present a final report documenting all tasks and activities, and impact of the project.

We are confident that our proposal provides a robust framework for achieving the City of Pinole's goals. Our team is ready to bring our expertise and dedication to this project, ensuring a successful transition to compliant foodware and a positive impact on the community.

Environmental Innovations acknowledges the acceptance to the terms and conditions of the Consulting Services Agreement (Attachment A). This proposal is valid for ninety (90) days.

Thank you for considering our proposal. We look forward to the opportunity to work with you.

Sincerely,



Josephine Fleming

President, Environmental Innovations and
Executive Director, California Green Business Network
307 Laguna St., Santa Cruz, CA 95060
jofleming@environmentalin.com
831-706-7384

B. Company Profile

Environmental Innovations is an environmental consulting firm started in 2006 that provides businesses, local governments, and nonprofits throughout California with sustainability planning and program development, compliance support, waste management, and environmental certification and training. We are a leading partner for municipalities to do outreach to small businesses, particularly restaurants and food facilities.

We are currently coordinating foodware/ single-use plastic elimination efforts for the County of San Mateo, the City of Seaside, the City of Watsonville, the City of Cupertino, the City of Sunnyvale and the County of San Benito. This work consists of ordinance readiness surveys, incentives distribution and foodware assistance, campaign and materials development, product research and vendor relations, event coordination, and 1:1 outreach and technical assistance to thousands of food facilities. The work involves extensive outreach to food facilities, strong partnerships with local community groups, concise guidance materials and marketing messaging for businesses, and product research and vendor relationships. The best example of this work could be seen in the [Foodware Aware Program](#), a comprehensive awareness and engagement campaign which we developed and implemented for the County of San Mateo which provides outreach services to over 4000 food facilities in 16 different County jurisdictions. This program has become a model for foodware ordinance outreach and education throughout the State.

EI also coordinates regulatory industrial environmental compliance for municipalities, including coordination of all aspects of the fats, oil and grease (FOG) and stormwater pollution prevention programs for restaurants which plays heavily in food service ware when it comes to requirements for dishwashers and grease interceptors to use reusable ware. We also enforce polystyrene bans, mandatory recycling, and compost laws and are currently implementing SB 1383 outreach for several municipalities focusing on organic waste collection and edible food recovery education and assistance.

Additionally, EI staffs and directs the state-wide California Green Business Network, which assists fifty (50) municipal Green Business Programs to deliver funding, marketing, certification and technical services related to energy, water, waste, pollution prevention, and community services. EI also provides comprehensive Green Business Program management on behalf of the Counties of Santa Cruz, Monterey, San Mateo, Alameda, San Benito, and Santa Barbara and the Cities of Carlsbad, Watsonville, and Ventura. We have provided this service for Solano County as funding allows. We have also assisted the San Francisco Department of the Environment and California State University Monterey Bay. As such, we have significant experience in providing education, technical, and financial assistance to small businesses across a range of relevant environmental issues.

Environmental Innovations embraces a Community-Based Social Marketing (CBSM) approach to guide environmental campaign development and educational material creation. By actively engaging with local communities, we identify their unique needs and concerns, along with barriers to adopting environmental behavior. This insight enables us to tailor our campaigns to better resonate with the communities' specific issues, thereby empowering individuals to make meaningful change.

We are committed to incorporating equity considerations into all of our programs and have extensive experience building local partnerships and providing culturally appropriate and language specific services to the businesses we serve on behalf of our municipal clients.

Please see our references provided herein and feel free to contact any of the relevant client contacts.

C. Organization and Staffing

Environmental Innovations team comprises experienced environmental experts, outreach professionals, and marketing specialists. Their prior knowledge and experience conducting sustainable foodware outreach campaigns is key to the success of the proposed project. We will assemble our team from a combination of the following program staff. EI Senior Consultant and Vice President, Lawrence Nussbaum, will serve as the project manager. Lawrence has led our foodware programs for municipal clients, serves as a thought leader in the space, has extensive knowledge of foodware Ordinance implementation strategies, and has relationships with many existing foodware manufacturers and distributors. Outreach Specialist Dharma Bartram has conducted field outreach and provided technical and financial assistance services to hundreds of food service businesses to help them make the switch to fiber-based compostable items and/or reusables. Anna Hirst, Senior Marketing Production Manager, is a creative content specialist who specializes in graphics and design, digital production and marketing communications. She has created a variety of foodware marketing materials for our municipal clients and will build on this experience to develop effective materials for this project. Bilingual Outreach Specialist, Nancy Nobles, works with Latino businesses on adopting compliant foodware and implementing other green business strategies. Sustainability Consultant, Rilynn Misa, is an experienced Green Business Coordinator who has helped hundreds of small businesses implement environmental measures and has extensive experience guiding food service businesses with compostable and reusable foodware options.

Staff Bios



Lawrence Nussbaum

Vice President

Foodware Aware Project Manager | Green Business Program Director

Lawrence Nussbaum currently serves the County of San Mateo Office of Sustainability as the Project Manager for the Foodware Aware Program, which provides outreach and technical assistance for food facilities to comply with the County's Disposable Foodware Ordinance. He also manages additional Foodware Ordinance outreach efforts for the City of Cupertino and the City of Sunnyvale. Lawrence also oversees EI's Bay Area Green Business Program offerings in San Mateo County, Alameda County, and Santa Clara County. He holds a Masters in Environmental Management from Yale University and has over 20 years of experience working with market-based sustainability programs in a variety of sectors, including agriculture, wood products, textiles, manufacturing, waste management, and green building.



Dharma Bartram

Sustainability Consultant

Foodware Outreach Coordinator

Dharma is a Sustainability Consultant with a background in marketing, community outreach, project management and event management. She graduated from UC Santa Barbara with a B.A. in Communication and Professional Writing Minor and has previously worked at a leading ad agency. She first discovered her passion for green business and sustainability outreach as Marketing Chair for an environmental student-run organization where she supported efforts leading to her sorority becoming the first green certified Greek chapter house in California in collaboration with CAGBN. Born and raised in Marin County, she loves to spend time outdoors and is passionate about making the Bay Area a more climate resilient, equitable community.



Anna Hirst
Senior Marketing Production Manager
Foodware Marketing Manager

Anna is a Project and Marketing Manager with over 20 years of experience in the environmental sector. She coordinates Marketing and Graphic Design for Environmental Innovations, the California Green Business Network, various Green Business Programs, and also manages the CDFA Healthy Refrigeration Technical Assistance program. Anna is a creative digital specialist who effortlessly shifts between numerous roles, including marketing communications, program management and implementation, and digital production. Anna graduated from the University of California, Santa Cruz with a B.A. in Environmental Studies



Rilynn Misa
Sustainability Consultant
Green Business Coordinator and Foodware Outreach Specialist

Rilynn is a coordinator and sustainability outreach professional for Alameda County Green Business. Her passion for sustainability comes from her experiences with restoration projects, in-field data collection, agricultural practices using permaculture methodology. She has her Bachelor of Arts in Environmental Studies with a focus on Sustainable communities from California State University Monterey Bay.



Nancy Robles
Bilingual Sustainability Consultant
Green Business Outreach Coordinator

Nancy is a bilingual sustainability consultant and outreach professional in Kern and Fresno County where she runs two Green Business Programs. She comes to EI with experience in LEED certification, technical account management, sales, and environmental education. Her love for nature and passion for sustainability drives her to help make her community a more sustainable place to live and work.

D. Description and Approach

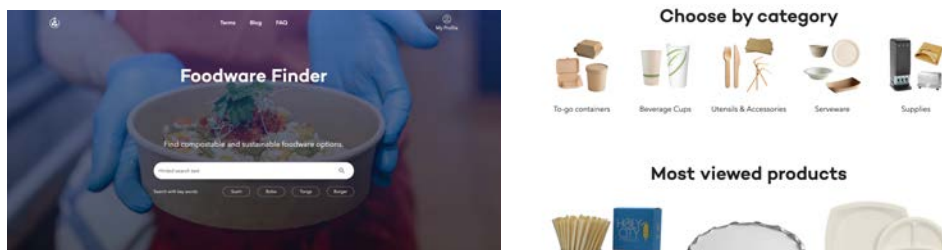
Our proposal demonstrates a thorough understanding of the needs and objectives outlined in this RFP, reflecting our extensive experience and expertise in similar projects. Our project management approach is centered on clear communication, efficient resource allocation, and meticulous planning to ensure the successful completion of all project milestones. We employ a collaborative and integrated management strategy, where our experienced team will be seamlessly coordinated to leverage their specialized skills and knowledge. Each team member's roles and responsibilities will be clearly defined, and regular progress reviews will be conducted to ensure alignment with project goals and timely delivery of high-quality outcomes.

Below you will find our proposed Scope of Work based on the tasks defined in the RFP

Task 1: Gather and finalize a list of compliant, affordable foodware (refer to page 7 of the proposed Ordinance) and local suppliers that provide compliant compostable and reusable foodware.

Environmental Innovations staff have a thorough knowledge of the state of the industry in terms of the availability of different types of compostable and reusable products and specific applications to meet the various needs of local food facilities. Through our work as the lead consultant for the San Mateo County Foodware Aware Program, we pioneered the most comprehensive list of fiber-based compostable products to date in the [Product Purchasing Guide](#), which has been since been duplicated and implemented by many other municipalities around the state. We recently updated this list for the City of Cupertino. Through our ongoing technical assistance work and working relationship with foodware vendors, we consistently learn about new product offerings and improvements that meet the need of food facilities. We understand that various requirements (i.e. freezer safe, hot liquids, condensation, etc.), characteristics ((i.e., size, material type, etc), and specific applications for different types of food service businesses (i.e, Asian cuisine, taqueria's, boba shops, coffee shops, etc).

A recent innovation that demonstrates our thorough product knowledge is a beta Foodware Finder, a user-friendly searchable version of the purchasing guide that provides an intuitive way for food facilities to find exactly what they need through filters and key searches.



This thorough product knowledge and prior work will facilitate our creation of a customized resource for the City of Pinole, including investigation of local distributors and brick and mortar products that carry these products. This will be an essential tool to help food facilities source compliant foodware and reusables

Task 2: Gather and finalize a list of compliant, affordable bag options (refer to page 6 and 8 of the proposed Ordinance) for food providers and retailers as well as local suppliers of compliant bags.

In producing the Foodware Purchasing Guides and providing technical assistance to restaurants and retail businesses through our foodware outreach and Green Business certification work, EI has begun to identify options for recyclable single use bags and will expand this list to include additional items as well as compliant reusable items and vendors.



Product Type	Product Specific Name	Photo	Manufacturer	Material	Link for Product Info & Direct Purchase
Paper Bags	Dubl Life ToGo! Natural Kraft Paper Bags		Duro	100% recycled paper, rope handle	https://www.bagcraft.com/2018/07/25/dubl-life-togo-carryout-shopping-bag-bistro-29732/
Paper Bags	Natural Kraft Shopping Bags		BioMass Packaging	recycled content paper (check product descriptions at link)	https://biomasspackagingstore.com/recycled-paper-shopping-bags.aspx
Paper Bags	Good Start Kraft Recycled Paper Shopping Bags		Good Start Packaging	100% recycled kraft paper	https://www.goodstartpackaging.com/good-start-paper-bags/

Task 3: Work with City Staff to finalize a technical assistance rollout plan, strategies, and materials.

EI brings extensive experience conducting foodware ordinance outreach for various municipalities. Through experimentation with multiple methods, we have gained valuable insights into what works and what doesn't, identifying constraints, barriers, and motivators that encourage businesses to make changes. We understand the critical timing related to implementation and enforcement dates and how businesses respond to these deadlines. Additionally, we are well-versed in the challenges and opportunities associated with enforcement, incentives, and outreach. Our comprehensive collection of outreach materials reflects our knowledge of what types of materials are most effective.

Leveraging this experience, we will provide valuable guidance in finalizing the technical assistance rollout plan, strategies, and materials with the City. We propose a series of kick-off meetings to discuss the City's priorities, interests, and recommendations from our prior work on similar programs. EI staff will thoroughly review all existing materials and preparatory work that has led to the development and passage of the foodware ordinance. Our collaborative approach ensures that we work as an extension of your team, integrating seamlessly to meet the City's goals and deliver a successful rollout plan

The foodware team will design a strong approach and work plan based on previous experience, measuring environmental outcomes and adjusting the action plan and scope in real-time as needed.

Task 4: Rollout of technical assistance to food businesses.

To support Pinole food businesses successfully transition to compliant foodware and adhere to relevant regulations, we will deliver a comprehensive service offering that integrates the defined subtasks, addressing such things as availability of functional and cost-effective compliant products, supplier relationships, promoting reusable practices, and general regulatory education.

We propose an initial outreach push to ALL food facilities in the form of postal mail, email, and/or phone notification. The purpose of this initial outreach is to make contact with owners, managers, or other key decision makers to ensure that local food businesses 1) know about the Ordinance and basic requirements, 2) are aware of the resources available to assist them in making the transition, 3) have the opportunity to ask immediate clarification questions, and 4) are able to request direct technical assistance from the consulting team.

Following this notification, EI proposes door-to-door outreach to the 35 independent food service businesses. We have found that direct door-to-door outreach is the most effective means to engage food service businesses in technical assistance services. This approach will also help ensure that food facilities are well-informed about the Ordinance requirements, timeline, and available resources. The technical assistance offered will help identify specific foodware needs, the availability of functional and cost-effective compliant products, and other strategies to meet Ordinance requirements.

EI will retain the support services of the Plastic Reduction Project to build upon their established relationships with food service business developed during the pre-ordinance outreach and survey work. Where appropriate, PRP will make introductions, conduct follow-up, and assess the needs and desires for food service businesses to receive technical assistance from the EI team.

Further details on each sub-task listed in the RFP is provided below:

SUBTASK A: Provide cost-effective estimates for a full inventory conversion to compostable foodware that also optimizes the packaging needs for a businesses.

EI will collect current pricing of commonly used compliant foodware items to provide cost estimates and comparisons with currently used items. We will obtain quotes from multiple suppliers to ensure competitive pricing, compare prices for bulk purchases versus smaller orders to find the most cost-effective options, and maintain pricing estimates as part of the compliant foodware list/purchasing guide. To efficiently provide cost estimates for food businesses, we will develop a standardized intake and planning form that will consist of the following elements:

Inventory Assessment:

- List current foodware items (plates, cups, utensils, containers, etc.), including brand, supplier information, and pricing (if available).
- Evaluate use cases and requirements for different foodware items

Product Recommendation:

- Recommend functional replacement products based on the purchasing guide, existing vendors, and purchasing considerations such as typical volume used, current distributors or vendors, and other considerations.

Cost Analysis:

- Calculate the cost difference between current foodware and compostable alternatives, factoring in competitive pricing from different vendors, bulk purchasing price comparisons, as well as potential supplier discounts.

EI will regularly review supplier prices to ensure continued cost-effectiveness and adjust the inventory and cost estimate strategy as needed.

SUBTASK B: Connect food businesses with local suppliers and distributors.

EI has close working relationships with the leading compostable foodware vendors in the region and an understanding of the complex landscape within which these vendors operate (i.e., various combinations of manufacturer, broker, distributor, wholesaler, and retailer). We will be able to connect foodware facilities with specific vendors who we believe can meet their needs.

To make it easy for businesses to find and order compostable foodware, EI will compile a list of reliable local suppliers and distributors that can service Pinole food facilities. By leveraging existing relationships and building new contacts, we will establish a local “supplier network” and create a directory containing important information such as: specialty items or focus areas, minimum order sizes, key contacts, and any discounts, favorable terms, or bulk pricing options that we are able to negotiate based on established connections. This comprehensive

directory will help businesses efficiently source compostable foodware, ensuring they have access to cost-effective and sustainable options.

Additionally, as part of our technical assistance services we will arrange introductory meetings or calls between food businesses and suppliers. We will also encourage vendors who currently service food businesses in Pinole to educate them directly about switching to compliant products in their upcoming orders.

Example of a previous “Foodware Vendor Matrix” Developed from interviews with local vendors

Name of Vendor	Specialties	Minimum Order Size	Business Model	Company HQ	Closest Warehouse/ Distribution Center	Sales Rep	Free Samples	Notes
Excellent Packaging & Supply (Biomass Packaging)	universities, coffee shops, bakeries, restaurants, big on food service management (big corporations – campus, Lab Research, Gilead, Bon Appetites, etc.)	\$400 (but flexible)	Wholesale Distributor	Richmond	Richmond	Name: Hugo Ponsonnet Title: President Email: hugo@excellentpackaging.com Phone Number: m: (909) 636-8410 p: (510) 243-9501	YES	Recommends website to clients. Fr off. El car order fro
Cogent (formerly Oakland Packaging) - part of nationwide Network Services	Grocery	\$350	Distributor	Sacramento	Richmond	Name: Michelle Oliver Title: Grocery & Food Segment Director Email: moliver@cogentsupplies.com Phone Number: o:(916) 447-8384 f:(916) 447-6131 c:(916) 267-3982	Only to customers	Connect appropriate
	Boba Cafe Needs- mom and pops. They also work with larger chains like Teaspoon, High Boba, etc.	300(for free delivery)		Hayward	Hayward	Name: Yiping Kuang Title: Procurement Department Rep. Email: yiping.kuang@ibevic.com Phone Number: (510) 727-5920 ext 106	Yes	PET films Hot cups
IBEV Distributors			Distributor, Logistics import					
Individual Foodservice (IFS)	Good prices on ANY World Centric or EcoProducts Next Day delivery	\$400 If small customers, try to get them to order once a month. Some chains order 3 days a week. As long it meets profitability, they will make it work.	Distributor	Bell, CA	Fairfield, San Diego, Modesto	Name: Mitchell Liday Title: Email: <mliday@indfood.com> Phone Number: 310.877.5449	Yes	We servs such as n bakeries, healthca and janit
Birite	Most are fine dining and big customers, country clubs, to-go businesses.(doesn't do well in health care or schools). Not a lot of Latinx accountys, only some Asian	Depends on customer location	Distributor		Brisbane	Name: Jennifer Wilder-Smith Title: Director Marketing Email: jwildersmith@birite.com Phone Number: Cell: (415) 672-6671 / Office: (415) 656-0187 x352		No longe applicatle sales rep. ordinano Did sales an educa sales rep.

SUBTASK C: Keep track of commonly needed compostable foodware items among Pinole food businesses to help establish and negotiate community contracts with suppliers to decrease the unit price per compostable foodware item.

Based on outreach and surveys conducted over the past several years with thousands of food facilities, EI enters this project with a well-established understanding of commonly used foodware items. This includes items for which transitioning to compostables is straightforward, as well as those where significant barriers exist, resulting in low compliance rates. With this experience, EI will track high-demand items and, based on the inventory work conducted in Subtask 4A, compile a list of these high-demand items along with data on the quantity and frequency of orders. Using these estimates, we will be well-positioned to help the City approach suppliers with aggregated demand data to negotiate bulk purchasing agreements, leveraging the collective buying power of the community to secure lower unit prices.

In addition, EI has previously explored the feasibility of bulk purchasing programs and can provide guidance on their development. A successful Community Contract Program requires significant coordination by a centralized organization and a system for placing and tracking orders to streamline the process for businesses. EI could help define community needs for such a system, including competitive pricing, flexible delivery schedules, favorable payment terms, and long-term agreements to stabilize costs and ensure a consistent supply.

SUBTASK D: Reinforce education to businesses on Assembly Bill 1276 which regulates bundling of utensils and requires utensils be provided upon request only for customers and customers ordering via third-party food delivery platforms.

As part of our messaging and door-to-door outreach, EI will educate businesses about the accessories-upon-request requirements of AB 1276 and which accessories and "small items" are affected (e.g.,

utensils, chopsticks, napkins, straws, stirrers, cocktail sticks, and condiment packets). We will provide helpful tips for implementation, such as where to store and how to distribute utensils, the use of bulk condiment stations, and one-at-a-time dispensers for napkins, straws, and utensils. Specifically, EI is tracking new one-at-a-time fiber-based utensil dispensers coming to market (previously, these products were only available for plastic or bio-plastic utensils) and will inform food businesses of their availability.

We will design a multi-language "accessories by request" table-tent card, based on similar designs we have developed for other municipalities, and distribute it to food businesses during door-to-door outreach. This will be an effective tool for providing AB 1276 education.

This subtask will be directly supported by Plastic Reduction Project who will provide follow-up outreach and education to enhance the messaging and assistance to assure food service businesses are adhering to the AB 1276 requirements.

SUBTASK E: Educate businesses on the ordinance's encouragement for maximizing reusables

EI has extensive experience in promoting reusable foodware to food service businesses on behalf of various municipal clients. We have successfully facilitated both partial and complete transitions to reusable options for dine-in services, utilizing funding to procure reusable foodware alternatives to single-use disposables (SUDs). In this process we saved businesses substantial costs while also enhanced the dining experience for their customers. Through these initiatives, we have identified commonly available foodware items and compiled a library of case studies showcasing the benefits of switching to reusable foodware. We will leverage this wealth of experience and resources in our outreach efforts to encourage food businesses to adopt reusable foodware solutions, taking into account the following specific RFP requests.

- Assembly Bill 619 sanitation guidelines to increase consumer-owned containers

While there are still some misconceptions about the sanitary nature of consumer "Bring Your Own (BYO)" containers, we aim to educate food facilities about AB 619, which explicitly allows the use of reusable food containers, along with recommended safety precautions to prevent contamination. One proposal to encourage BYO among local restaurants is to design and produce a window decal or postcard for restaurants, informing customers that they welcome reusable food containers. We have promoted a similar model in Santa Clara County designed by Silicon Valley Reduces.

- Assessing the capacity for a dishwasher and education on benefits of reusables for dine-in.

As part of our assistance, EI will evaluate the dishwashing capacity and needs of restaurants. One surprising finding from our survey work and technical assistance is that while there are perceived challenges related to dishwashing capacity and added labor costs related to reusables, these factors did not prove to be significant barriers in practice. This conclusion is supported by Upstream's analysis of 166 cases of technical assistance provided to restaurants transitioning to reusables, which found that nearly all restaurants made this transition without altering their dishwashing setup or increasing labor costs (Gordon, M. (2021). Reuse Wins.

https://www.eesi.org/files/Reuse_Wins_Report_Final.pdf).

EI will collaborate with restaurants to understand their dishwashing constraints and, if necessary, assess the capacity for installing automatic dishwashers. Drawing from our significant experience in converting food businesses to reusables, we will leverage case studies, available funding mechanisms, and supplier resources to encourage food businesses to transition to reusables, specifically for dine-in services.

SUBTASK F: Educate businesses on compliant bag options and suppliers.

EI will subcontract this task to the Plastic Reduction Project's local Pinole chapter. Having previously collaborated with City staff to conduct extensive outreach and surveys during the lead-up to the anticipated single-use plastics ordinance, they have established relationships with Pinole's retail businesses. This prior engagement not only helped shape the wording of the ordinance but also laid a foundation of trust with local businesses. Building on these relationships, Plastic Reduction Project is well-positioned to ensure that businesses fully understand the plastic ban requirements and have the necessary resources to comply.

The Plastic Reduction Project team has conducted initial analysis of the types of retail stores in the City of Pinole that typically provide bags for customers to carry their purchases away such as boutiques, supermarkets, and restaurants and those that typically do not provide bags, such as insurance brokers, educational services, consulting firms, construction, real estate, gyms, auto repair, nail salons, hair salons, finance/accounting, etc.

The team will visit and make consultation appointments with the owners / management of relevant businesses which will be impacted by the ordinance. These appointments can be facilitated remotely via phone or online meeting services and in-person with trained volunteers under PRP. The list of compliant bag options developed in Task 2 will be provided.

SUBTASK G: Support businesses with grant application support if available for plastics reduction (note that the City maintains grant writing assistance through Townsend PA, which can be utilized as well for grant application support).

This task will not be included in the scope of work per conversations with City staff.

Task 5: Assist the City with waivers and time extensions requested by businesses.**SUBTASK A: Assist City staff with prescribing written rules, regulations and forms for Food Providers or Retailers to obtain full or partial waivers and for Food Providers or Retailers to obtain an extension of time.**

EI has helped develop exemption and extension rules and procedures for the County of San Mateo County as well as the City of Cupertino and will leverage this experience to assist the City of Pinole in implementing this Ordinance provision. EI will provide detailed guidance, drawing from our comprehensive understanding of the typical challenges and constraints that may lead a food business to seek a waiver due to the unavailability of compliant foodware options (as outlined in section 8.38.050 E of the Ordinance) or due to economic hardship (per section 8.38.050 F). We will draw from existing examples to help develop user-friendly forms for businesses that will also streamline the City's processing of these requests.

SUBTASK B: Assist businesses with applying for partial/full waivers (refer to page 5 of the proposed Ordinance) and extensions of time (refer to page 5 of the proposed Ordinance).

This subtask will be supported by Plastic Reduction Project, who will directly assist businesses in obtaining waivers by helping them fill out the necessary forms and in consultation with EI, provide guidance through the process of documenting their good-faith efforts to procure compliant items at a reasonable cost. In some cases, EI will be able to provide this documentation and verification directly through our technical assistance services in other cases we will assist in collecting specification and pricing information to be used for waiver and extension requests.

SUBTASK C: Assist the City in acting on waiver and/or time extension applications within 60 days of application.

- **If supply chain issues warrant a waiver, verify, and take action on the waiver (with concurrence from City staff)**
- **If performance failure warrants a waiver, verify, and take action on the waiver (with concurrence from City staff)**

EI will establish a process for reviewing and responding to waiver and extension applications. Once a waiver is submitted, EI will offer technical assistance to determine if the waiver is necessary or if suitable products are available that would make the waiver unnecessary. Additionally, EI will help develop a compliance plan and timeline to enable the food business to achieve compliance by a specified future date. This process will be coordinated with City staff, and a clear process and flow chart will be created to outline response procedures and set clear expectations

TASK 6: Prepare materials for the City to roll out to businesses and their customers regarding new regulations including signage, guides and other educational materials. Assume the City will print these materials independently.

EI will work with City staff to develop branded educational materials in alignment with City design guidelines. We have created a variety of outreach materials in the past that we can build upon for this project. At a minimum we propose the following materials

Ordinance Summary Guide: This will provide an overview of the Ordinance requirements, benefits and available resources.

Restaurant signage: Used to educate restaurant staff and customers about the ordinance requirements and to help educate customers of the changes mandated by the City.

Accessories by Request Table Tents/Postcards: This will be used to inform customers that they must request accessories directly from restaurant staff and will also be used as a hand out/talking point when educating food service businesses about AB 1276 requirements.

Purchasing Guide: As indicated above in Task 1, we will create a list of compliant foodware products and to be organized as a Product Purchasing Guide. We will update a previous version of this purchasing guide that we produced for the County of San Mateo and to customize it for the City of Pinole. The purchasing guide is an essential tool to help food facilities source compliant foodware and reusables.

Mailer: We propose an official mailer on City of Pinole letterhead to be sent to all of the food facilities covered by the Ordinance accompanied by the Ordinance Summary or other relevant materials.

Website: EI will work with City staff to provide content (and design services if necessary) for the City's website to serve as the main hub for information about the Ordinance.

TASK 7: Report progress towards the technical assistance rollout plan which should include names of businesses reached and subtasks completed for that business.

EI provides robust project management services to track our projects, ensuring consistent progress toward meeting project goals within the designated timeline and budget. This includes diligent oversight and guidance of our internal team to effectively implement work plan tasks. We believe that clear communication and transparent reporting are essential for client collaboration, allowing us to receive consistent feedback and input into the project direction.

All outreach and technical assistance will be tracked by the EI team on an appropriate web-based tool, providing access to City personnel. Tools that have been used in the past for similar projects include the Recyclist platform and a simple web-based spreadsheet. We are comfortable using any tool that the City prefers. The Foodware

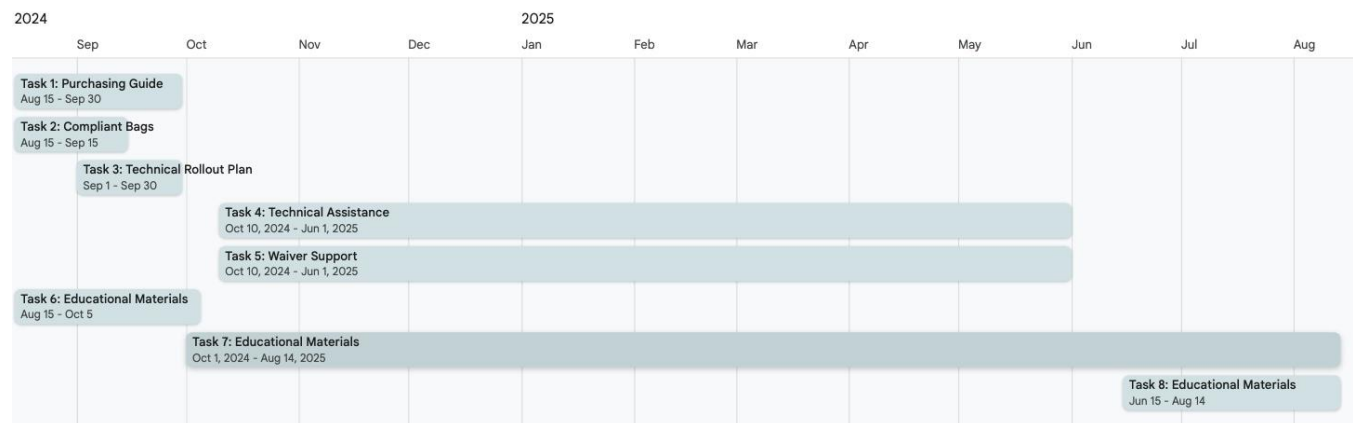
team is very technology savvy and EI has capacity to develop customized software to meet reporting requirements when necessary. If no tool is suggested, the team will likely use a spreadsheet customized to capture the most important and relevant information.

All project activities and outcomes will be thoroughly documented and presented in a final report document and visual presentation.

TASK 8: Develop a handful of case studies and final report of completion of all above tasks.

All project activities and outcomes will be thoroughly documented and presented in a final report document and visual presentation. EI has developed dozens of case studies related to our foodware Ordinance outreach and these will be used as the basis for the City of Pinole case studies. Planning for the case studies at the beginning of the project will be essential so that we could plan for collecting the relevant data when working with food facilities. We propose 3 case studies as an appropriate number given the scope of this project and number of food businesses in the City of Pinole.

E. Schedule of Work



F. Subconsultants

EI will retain the services of the Plastic Reduction Project (PRP), a 501(c)3 nonprofit based in Austin, Texas and duly registered to do business in California. PRP focuses primarily on converting food and beverage outlets from single-use to reuse by assisting entrepreneurs, managers and administrators find “profitable pathways to going green”. They help businesses, schools and senior living facilities access financial support programs, quantify savings, and see the bigger picture in how switching to reuse can provide savings as well as positively impact the environment and provide better health outcomes. They also provide education and awareness training, delivered through their website, as well as through frequent in-person presentations. Approximately 1,300 individuals via 28 presentations to community organizations such as church groups, other nonprofit organizations, university classes, Rotary clubs and other similar organizations over the past two years.

Local PRP representatives assigned to the project (see below) are Pinole residents who have previously worked directly with City of Pinole staff in the run-up to the anticipated single-use plastics ordinance to help shape the wording of the ordinance and gather feedback from businesses on the planned contents of the ordinance. PRP canvassed impacted businesses and encouraged them to participate in the City’s Ordinance input survey, resulting in a very high response rate (85%). As such they have already established relationships with Pinole businesses that will greatly facilitate the overall success of the project.

The two individuals assigned to this project are as follow:



John Bromage spent much of his career in the food and beverage industry as an Account Representative and Sales Manager for wine and spirits retailers and distributors. He has spent several years interfacing with restaurant managers and working with them to balance between cost and quality to achieve the best customer experience while still keeping an eye on the bottom line. John has already spoken with a number of local retailers and restaurant owners as part of boosting response rates on City of Pinole surveys in the run-up to the first reading of the compostable/reusable foodware ordinance.

Sean Winn spent his career in the finance and investments industry prior to founding Plastic Reduction project. He is a generalist who has spent time in many parts of Citibank and Standard Chartered Bank's operations across several different geographies. His longest assignment was as the Chief Operating Officer (COO) of an in-house private investment fund focused on distressed debt. While very different from implementing reuse and compostables, his experience has given him a keen eye for process management, efficiency, and governance. His financial background broadly informs PRP's approach to reuse, emphasizing to owners, managers and administrators the economics of making the switch to better quality materials through "profitable pathways to going green".

G. Cost Proposal

TOTAL BUDGET

Task #	Task Description	Est Hours	Rate	Total Personnel	Other (Subcontract)	Total Task Cost
Task 1	Foodware Purchasing Guide	24	\$110.00	\$2,640.00		\$2,640.00
Task 2	Compliant Bag Guide	16	\$110.00	\$1,760.00		\$1,760.00
Task 3	Rollout Plan	24	\$110.00	\$2,640.00		\$2,640.00
Task 4	Outreach & Technical Assistance				\$2,000	\$2,000.00
Subtask A	Provide cost estimates	68	\$110.00	\$7,480.00		\$7,480.00
Subtask B	Connect with suppliers	36	\$110.00	\$3,960.00		\$3,960.00
Subtask C	Community purchase opportunities	35	\$110.00	\$3,850.00		\$3,850.00
Subtask D	Educate about AB 1276	20	\$110.00	\$2,200.00	\$3,000	\$5,200.00
Subtask E	Educate on resuables	72	\$110.00	\$7,920.00		\$7,920.00
Subtask F	Educate on compliant bag options				\$5,000	\$5,000.00
Task 5	Waiver & Extension Assistance					



Subtask A	Assist City with application system	16	\$110.00	\$1,760.00		\$1,760.00
Subtask B	Assist businesses in applying for waivers	16	\$110.00	\$1,760.00	\$2,000	\$3,760.00
Subtask C	Assist staff in responding to requests	34	\$110.00	\$3,740.00		\$3,740.00
Task 6	Outreach and Education Materials	40	\$110.00	\$4,400.00		\$4,400.00
Task 7	Progress Reporting	28	\$110.00	\$3,080.00		\$3,080.00
Task 8	Case Studies	26	\$110.00	\$2,860.00		\$2,860.00
					TOTAL	\$62,050.00

SUBCONTRACTOR COST (Plastic Reduction Project)

Task #	Task Description	Hours	Rate	Costs
Task 4	General Outreach Assistance)	40	\$50.00	\$2,000.00
Task 4: Subtask F	Educate Retailers on compliant bag requirements and options)	100	\$50.00	\$5,000.00
Task 4: Subtask D	Educate about AB 1276	60	\$50.00	\$3,000.00
Task 5: Subtask B	Assist businesses in applying for waivers	40	\$50.00	\$2,000.00
			TOTAL	\$12,000.00



H. Relevant Projects/Services with References

Project Name	Client/Contact	Description of Work Performed
Foodware Aware Program	County of San Mateo, Office of Sustainability Chris Slafter 650-599-1498 cslafter@smcgov.org	Developed and coordinated all aspects of the Foodware Ordinance outreach campaign including the branding, website, educational materials, resource guides, marketing, events, Food Service Business outreach, technical assistance, and incentives distribution. Reached 4000+ food facilities
Cupertino Project Foodware	City of Cupertino Ursula Syrova 408- 777-7603 UrsulaS@cupertino.gov	Conducted Foodware Ordinance readiness survey to inform Ordinance adoption and implemented campaign development, outreach, technical assistance, and incentives distribution post Ordinance adoption.
Turn the Tide on Plastic	City of Seaside Beth Rocha, 831-899-6728 BRocha@ci.seaside.ca.us	Foodware Ordinance Technical Assistance and Outreach campaign and outreach materials, direct technical assistance and outreach to 150 businesses and food facilities with emphasis on switching to reusables.
Foodware Ordinance Outreach and Assistance and Outreach	City of Watsonville Cristy Cassel 831-768-3166 cristy.cassel@cityofwatsonville.org	In addition to Green Business Coordination, implemented awareness for the City of Watsonville's Disposable Foodware and Waste Reduction Ordinance, provided technical assistance and resources, and financial incentives.

I. Required Statements/Documents. Include statements of assurance regarding the following requirements:



Response to Request for Proposals for:

City of Pinole's Compostable/Reusable Foodware and Bag Technical Assistance

1. Disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the consultant, management, or employees relative to the services to be provided under the Agreement. Consultant must disclose any real or apparent conflict of interest associated with this project or with working for the City of Pinole. If a Consultant has no conflicts of interest, a statement to that effect shall be included in the Proposal.

Environmental Innovations Inc has no potential conflicts of interest with the City of Pinole.

2. A statement acknowledging compliance with the Levine Act. Consultants will be required to disclose on the record any contribution of more than \$250 which they have made to a City Council Member within the twelve-month period preceding the submittal deadline of this RFP, and within the twelve-month period preceding any subsequent procurement based on this RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to the City Manager. This information will need to be provided before the City can approve any contract.

Environmental Innovations Inc has not made any contributions to any of the City of Pinole's Council Members and does acknowledge full compliance with the Levine Act.

307 Laguna Street
Santa Cruz, CA. 95060
www.environmentalin.com



3. Ability and agreement to fulfill the indemnification and insurance requirements contained in the standard contract.

Please see attached Certificate of Insurance.

4. A statement that nothing contained in the submitted proposal will be proprietary.

Environmental Innovations Inc asserts that nothing contained in the submitted proposal is proprietary.

5. Acknowledgement that the Consultant understands that all documents submitted to the City in connection with the proposal are subject to the California Public Records Act and may be disclosed without notice to the Consultant.

Environmental Innovations Inc understands and agrees that all documents submitted to the City are subject to the California Public Records Act .

6. A description of any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Standard Contract (Attachment B).

Environmental Innovations Inc has no exceptions, alterations, or amendments to the proposed Scope of Services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT	
Seagreaves Insurance Services		NAME: Jerry Seagreaves	
2425 Porter St		PHONE (A/C, No, Ext): (831) 464-1870	
Ste 6		FAX (A/C, No):	
Soquel		E-MAIL: office@seagreaves.net	
CA 95073		ADDRESS:	
INSURED		INSURER(S) AFFORDING COVERAGE	
Environmental Innovations		INSURER A: HISCOX INS CO INC	
113 Cooper St		INSURER B: FARMERS INS EXCH	
Santa Cruz		INSURER C: STATE COMPENSATION INS FUND	
CA 95060		INSURER D: HISCOX INS CO INC	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	Y	p100.331.218.5	06/15/2024	06/15/2025	EACH OCCURRENCE \$ 2,000,000	
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
						MED EXP (Any one person) \$ 5,000	
						PERSONAL & ADV INJURY \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 4,000,000	
	☐ POLICY ☒ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.	
	OTHER:					\$	
B	☐ ANY AUTO	Y	606766914	10/18/2023	10/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☐ OWNED AUTOS ONLY					BODILY INJURY (Per person) \$	
	☒ HIRED AUTOS ONLY					BODILY INJURY (Per accident) \$	
	☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$	
						\$	
	☐ UMBRELLA LIAB					EACH OCCURRENCE \$	
	☐ EXCESS LIAB					AGGREGATE \$	
							\$
C	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	9160962	06/16/2024	06/16/2025	☒ PER STATUTE ☐ OTHER	
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D	Professional Liability		p101.082.873.2	04/22/2024	04/22/2025	Each Occurrence 2,000,000	
						General Aggregate 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Pinole City, its officers, officials, employees, agents, and volunteers.

CERTIFICATE HOLDER	CANCELLATION
City of Pinole	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
2131 Pear Street	AUTHORIZED REPRESENTATIVE
Pinole CA 94965	

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ACORD 25 (2016/03)

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Hiscox Insurance Company Inc.

Policy Number: P100.331.218.5
Named Insured: Environmental Innovations Inc
Endorsement Number: 7
Endorsement Effective: 06/15/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Hiscox Insurance Company Inc.

Policy Number: P100.331.218.5
Named Insured: Environmental Innovations Inc
Endorsement Number: 15
Endorsement Effective: 06/15/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE JUNE 16, 2024 AT 12.01 A.M.
AND EXPIRING JUNE 16, 2025 AT 12.01 A.M.

9160962-24
RENEWAL
NA
9-99-23-14
PAGE 1 OF 1

ENVIRONMENTAL INNOVATIONS INC
307 LAGUNA ST
SANTA CRUZ, CA 95060

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JUNE 18, 2024

2572

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



POLICY NUMBER: 606766914

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 06/26/2024	Countersigned By: (Authorized Representative)
Named Insured: ENVIRONMENTAL INNOVATIONS	

SCHEDULE

Name of Person(s) or Organization(s): CITY OF PINOLE
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



E3153
1st Edition

CHANGES IN TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 06/26/2024	Countersigned By: (Authorized Representative)
Named Insured: ENVIRONMENTAL INNOVATIONS	

SCHEDULE

Name Of Person(s) Or Organization(s): CITY OF PINOLE
Additional Premium \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



Sample Outreach Materials

Restaurant Guide - County of San Mateo



Foodware Ordinance Staff Quicksheet

The County of San Mateo and some local cities within the county adopted a new foodware ordinance that prohibits most single-use plastic foodware and requires items made from fiber. Reusable foodware is encouraged and required by some cities.

Important note: The public may have questions about changes to your foodware and operations as a result of this new ordinance. Please refer to the back of this sheet for possible responses to customer questions.



USE REUSABLES!

Recommended: Use reusable instead of disposable foodware.

- Use reusables made from metal, ceramic, and glass for dine-in. **Free technical and financial assistance** is available to help you switch to reusables for dine-in!
- Encourage consumers to bring their own reusable to-go containers.
- Consider foodware services that provide reusables for dine-in and take-out operations.



CHOOSE FIBER-BASED!

Required: Use natural fiber-based, compostable materials (e.g., paper, sugarcane, bamboo, etc.).

- Required for disposable plates, bowls, cups, food trays/boats, clamshells, boxes, and other containers. These fiber items must be PFAS-free. Compostable plastic lining (only) is ok for above items, but must be approved by Biodegradable Products Institute, Compost Manufacturing Alliance, or another 3rd party approved by County.
- Required for the following disposable side items (a.k.a. accessories) and their packaging, if any: straws, stirrers, utensils, cocktail/toothpicks.



REFUSE PLASTIC!

Not Allowed: Use of plastic for most disposable foodware.

- Disposable foodware made from traditional plastic (petroleum-based) or compostable plastic (a.k.a. bioplastics, PLA, etc.) are not allowed.
- Polystyrene foodware (all #6 plastics and Styrofoam) is prohibited.
- Accessories must be distributed only upon request and/or at dispensers that dispense one item at a time. Refillable condiment dispensers are allowed.
- Accessories cannot be bundled.



Restaurant Guide - City of Seaside

CITY OF SEASIDE

Priority Impact Plastic Pollution Prevention Ordinance Guide for Restaurants

Seaside is dedicated to our community and the natural resources upon which we all rely. Single-use items litter our streets and make their way to waterways, harming ecosystems. Their production and disposal contributes to greenhouse gas emissions, which disproportionately harm communities of color.

In response to these concerns the City of Seaside approved the Priority Impact Plastic Pollution Prevention Ordinance (PIP4) on August 5, 2021 which becomes effective on March 1, 2022. The new regulations apply to service establishments in the City of Seaside.



What does this new law mean for my restaurant?

Litter pickup

- Businesses are required to collect litter from their adjacent parking lots and sidewalks daily during operating hours.



Prioritize Using Reusable Foodware

- Using reusable instead of disposable foodware is recommended and encouraged.
- Use reusables made from metal, ceramic, and glass for dine-in.
- Encourage consumers to bring their own reusable to-go containers. State Health Code allows businesses to accept customers' reusable containers brought in for take-out or to-go, following procedures to isolate the container from the food-preparation area and sanitize the surface with which it came into contact.



No Single-use plastic

Service estab. shall not provide non-compostable single-use plastic bags, cartons, boxes, containers or accessories at the point of sale to customers. Single-use plastic products include:

- Plates
- Utensils
- Cups
- Lids
- Straws
- "Clamshell" take-out containers
- Plastic-lined hot beverage cups
- Plastic bags



Accessories by request only

Single-use accessories including condiment packages, utensils and napkins, can only be provided when requested by the customer.



Use certified compostable products or recyclable non-plastic products for disposable foodware

All disposable food service ware must be certified compostable products, or recyclable non-plastic products. This includes but is not limited to:

- Plates
- Napkins
- Straws
- Cups
- Bottles
- Lids
- Utensils
- Bowls
- Stirrers
- Beverage plugs
- Trays
- Hinged or lidded containers

Business must provide separate compost and recycling collection bins to customers and ensure proper collection by the designated waste hauler.



Need Help?

Reach out to the City's outreach team to help you understand these changes and what the requirements are for your business in order to comply with the new law. You can also find more information and resources on our website.

 plasticfreeseaside.org

 environmental@ci.seaside.ca.us



Sector Specific Information - Boba Guide

COUNTY OF SAN MATEO PLASTIC-FREE GUIDE FOR BOBA SHOPS



Boba shops across the Bay Area have successfully switched to natural fiber or reusable cups, straws, and other foodware to be more sustainable.

See What Other Boba Shops Are Doing!

iTea | Gong Cha | Alameda, CA

- Eliminated plastic cups and now use branded fiber boba cups.
- Replaced single-use plastic boba straw with fiber straws.



Nano's Ohana | Half Moon Bay, CA

- Sells branded reusable boba cups that come with a reusable lid and straw.
- Customers receive a discount when they bring their own boba cup or straw.
- Invested in reusable foodware for special weekend menu items - stainless steel trays with paper liners, which saves the business \$3,302 every year.



Mr. Green Bubble Tea | Menlo Park, CA

- Provides drinks in reusable mason jars.
- Uses reusable baskets, utensils, and a bussing station with eye-popping signage for their customers.
- Promotes dining onsite, which elevates the entire cafe experience as a memorable event, versus a pick-up and forget. And don't forget - crowds draw crowds!
- Uses a separate and detachable lid rather than a seal.



Teaspoon | Palo Alto, CA

- Serves boba tea in reusable mason jars with reusable straws when the customer stays on-site.
- Serves water in reusable plastic tumblers.
- A Bring-Your-Own cup discount is highly visible to guests.
- Developed a Bubble Straw Club with Girl Scout Troop 60016. Customers receive a free boba tea after bringing their own reusable straw 15 times.
- Sells stainless steel straws and branded boba tea cups in the cafe.



County of San Mateo Food Service Ware Guide for Boba Shops (Updated March 2022)



Case Study - City of Sunnyvale

Case Study:

Sonesta ES Suites

Sonesta ES Suites is a hotel chain location with comfortable accommodations and convenient proximity to Levi's Stadium and offices for Google, Meta, Amazon, Microsoft and LinkedIn. Participating in the City of Sunnyvale's Foodware Pilot Program, a city-provided grant and technical assistance incentive program, allowed them to replace their disposable plates, bowls and cups with durable, reusable products.

With an investment of 60 plates, 56 bowls and 48 cups, Sonesta ES Suites will stop 53,229 pieces (1,511 pounds) of single-use plastic and paper disposable foodware from going to the landfill or polluting the environment every year. By implementing reusable practices, Sonesta ES Suites will save \$6,611 annually.

Foodware Practices before the Pilot Program:

- Disposable sugarcane plates
- Disposable sugarcane bowls
- Disposable plastic cups

Foodware Practices after the Pilot Program:

- Reusable, durable plates
- Reusable, durable bowls
- Reusable, durable cups

The Bottom Line

- **\$6,611** in total annual net cost savings
- **53,229** disposable items reduced per year
- **1,511 pounds** of annual waste reduction

"We are pleased with the results and happy to be piloting such an innovative program. Doing our part to help the environment is important to the team here at Sunnyvale, as well as Sonesta as a whole. Our guests have noticed the changes implemented and appreciate our initiative to reduce and reuse. As far as cost efficiency, we have noticed improvement there as well, so really the program is a win win all around. "

- Carlos Claudio, Assistant General Manager



Business Profile

Name: Sonesta ES Suites

Business Type: Hotel

Locations: Sunnyvale, CA

On-site Dining: 58

Takeout: No takeout business

Dishwashing Capacity:

Owned dishwasher



General Manager
Norman Roca and
employees with their
new reusable products.



RESULTS

		PACKAGING IMPACTS			COST IMPACTS
Disposable Product Replaced or Minimized	Recommendation Implemented	Percent Disposable Reduction	Annual Quantity of Disposable Product Reduced	Annual Waste Reduction (lbs.)	Annual Net* Cost Savings
Sugarcane Plates	Durable, reusable plates	83.30%	30,417	1,071	\$4,874.58
Sugarcane Bowls	Durable, reusable bowls	50.00%	12,167	287	\$1,119.09
Plastic Cups	Durable, reusable cups	50.00%	10,646	153	\$617.76
TOTALS:		64.80%	53,229	1,511	\$6,611.43

*Net Cost Savings considers any upfront and ongoing costs associated with the purchase and care of reusable items and capital improvements needed to carry out the recommendation, and are based on avoided disposable foodware purchases.



This case study was made possible through a partnership with the City of Sunnyvale and Environmental Innovations.

The City of Sunnyvale Environmental Services Department is responsible for managing the City's environmental utility services and working with the community to protect the environment. The Foodware Pilot Program is a project implemented by the Solid Waste and Recycling team in the Environmental Services Department.

Environmental Innovations is an environmental consultancy dedicated to helping businesses, institutions, government and individuals innovate beyond the status quo toward more equitable and sustainable solutions that benefit people, planet, and profit.

www.sunnyvale.ca.gov/your-government/city-initiatives/sustainability





Case Study - City of Sunnyvale

Case Study:

Tasty Indian Subs & Pizza

Tasty Subs & Pizza is a local Indian-fusion restaurant best known for its pies with Indian flavor and vegetarian eats. Participating in the City of Sunnyvale's Foodware Pilot Program, a city-provided grant and technical assistance incentive program, allowed them to replace their disposable plates, cups and cutlery with durable, reusable products.

In making these changes, Tasty Subs & Pizza has stopped 118,625 pieces (1,573 pounds) of single-use plastic and paper disposable foodware from going to the landfill or polluting the environment every year. By implementing reusable practices, Tasty Subs & Pizza will save \$18,036 per year after a 6-month payback period.

Foodware Practices before the Pilot Program:

- Disposable paper plates
- Disposable paper soda cups with plastic lids
- Disposable plastic water cups
- Disposable plastic utensils

Foodware Practices after the Pilot Program:

- Reusable, durable plates
- Reusable, durable soda cups
- Reusable, durable water cups
- Reusable metal utensils

The Bottom Line

- **\$18,036** in total annual net cost savings
- **118,625** disposable items reduced per year
- **1,573 pounds** of annual waste reduction

"By switching to the reusables, I have been able to not only save money for my business, but also help out the environment. This program is a positive step in the right direction for everyone involved."

- Inder Sandhu, Owner



Business Profile

Name: Tasty Subs & Pizza

Business Type: Fast Casual

Locations: Sunnyvale, CA

On-site Dining: 65

Takeout: 75%

Dishwashing Capacity:

3-compartment sink and leased dishwasher



Before



After

**RESULTS**

		PACKAGING IMPACTS			COST IMPACTS
Disposable Product Replaced or Minimized	Recommendation Implemented	Percent Disposable Reduction	Annual Quantity of Disposable Product Reduced	Annual Waste Reduction (lbs.)	Annual Net* Cost Savings
Paper Plates	Replace with durable, reusable plates	87.50%	85,167	852	\$14,087.63
20 oz. Soda Cups with plastic lids	Replace with durable, reusable cups	50.00%	12,167	438	\$1,776.21
8 oz. Water Cups	Replace with durable, reusable cups	100.00%	12,167	237	\$788.64
Plastic Forks	Replace with stainless steel reusables for dine-in	50.00%	3,042	15	\$161.21
Plastic Knives	Replace with stainless steel reusables for dine-in	50.00%	3,042	15	\$161.21
Plastic Spoons	Replace with stainless steel reusables for dine-in	50.00%	3,042	15	\$161.21
TOTALS:		78.00%	118,625	1,573	\$18,036.11

*Net Cost Savings considers any upfront and ongoing costs associated with the purchase and care of reusable items and capital improvements needed to carry out the recommendation, and are based on avoided disposable foodware purchases.

This case study was made possible through a partnership with the City of Sunnyvale and Environmental Innovations.

The City of Sunnyvale Environmental Services Department is responsible for managing the City's environmental utility services and working with the community to protect the environment. The Foodware Pilot Program is a project implemented by the Sustainability team in the Environmental Services Department.

Environmental Innovations is an environmental consultancy dedicated to helping businesses, institutions, government and individuals innovate beyond the status quo toward more equitable and sustainable solutions that benefit people, planet, and profit.

green@sunnyvale.ca.gov

www.sunnyvale.ca.gov/your-government/city-initiatives/sustainability



Sunnyvale

ENVIRONMENTAL
INNOVATIONS



Case Study - City of Seaside



CASE STUDY: DeJa Blue

Packaging practices prior to Turn the Tide on Plastic Program:

- Plastic utensils
- Plastic containers
- Salt, pepper and sugar packages

Recommendations Implemented:

- Ceramic plates (10")
- Stainless steel utensils
- Glass containers and metal lids

DeJa Blue worked with the City of Seaside's Turn the Tide on Plastic Program to switch from using disposable containers and utensils for on-site dining to serving their signature dishes on ceramic plates in combination with stainless steel utensils.

DeJa Blue loved the classy look that reusables brought to the table and the cost savings from reducing disposable purchases could not be beat. Seeing the benefits of the ceramic plates and stainless steel utensils led to the replacement of other items at the restaurant. They realized that the cost savings and look are worth switching to reusables for on-site dining because that is where the majority of their business comes from. From small ramekin containers to side dishes, there are many additional reusables coming to DeJa Blue. Come try them out for yourselves!

THE BOTTOM LINE:

- \$322 upfront investment for reusable foodware
- \$16,991 in total annual net cost savings
- 67,221 disposable items reduced per year
- 2.6 tons of annual waste reduction
- 2 month average pay-pack period
- Due to the success, the owner of DeJa Blue recommends reusables to every business owner he encounters

BUSINESS PROFILE:

Name: DeJa Blue

Location: Seaside, CA

On-site dining: 88%

Take-out: 12%

Warewashing:

3-compartment sink

Average daily transactions: 115

Employees: 6

DeJa Blue



BEFORE



AFTER



"I like them, they look great. I've been telling other restaurants that they will save and it'll look nicer. "

- Darryl, Owner, DeJa Blue

RESULTS:

DISPOSABLE PRODUCT REPLACED OR MINIMIZED	RECOMMENDATION IMPLEMENTED	% DISPOSABLE REDUCTION	PAYBACK PERIOD (MONTHS)	ANNUAL QUANTITY OF DISPOSABLE PRODUCT REDUCED (# of pieces)	ANNUAL NET COST SAVINGS* (after payback period)	ANNUAL WASTE REDUCTION (lbs.)
3-comp clamshell	Replace with ceramic plates	94.2%	0.2	19,640	\$6,169	2,455
Hoagie clamshell		94.2%	0.2	24,551	\$7,170	2,357
Cutlery kit	Replace with stainless steel utensil	88.3%	0.3	23,030	\$3,572	405
TOTAL				67,221	\$16,991	5,217 lbs. (2.6 tons)

*Net Cost Savings are based on avoided disposable foodware purchases and considers any upfront and ongoing costs associated with the purchase and care of reusable items and capital improvements needed to carry out recommendations.

This case study was made possible through a partnership with the City of Seaside, Environmental Innovations, and ReThink Disposable.



ENVIRONMENTAL
INNOVATIONS



Environmental Innovations is an environmental consultancy dedicated to helping businesses, institutions, government and individuals innovate beyond the status quo toward more equitable and sustainable solutions that benefit people, planet, and profit.
environmentalin.com

ReThink Disposable is a program of Clean Water Action and Clean Water Fund conducted in partnership with local businesses and government agencies. Generous support is provided by a changing list of public and private funders.
rethinkdisposable.org

Promotion - City of Sunnyvale social media post



Brand Development City of Seaside, City of Cupertino, and San Mateo County Foodware Aware

City of Seaside Turn the Tide on Plastic foodware campaign

Logo design and brand





City of Cupertino Project Foodware Logo Design and Brand



San Mateo County Foodware Aware Design and Brand



Logo



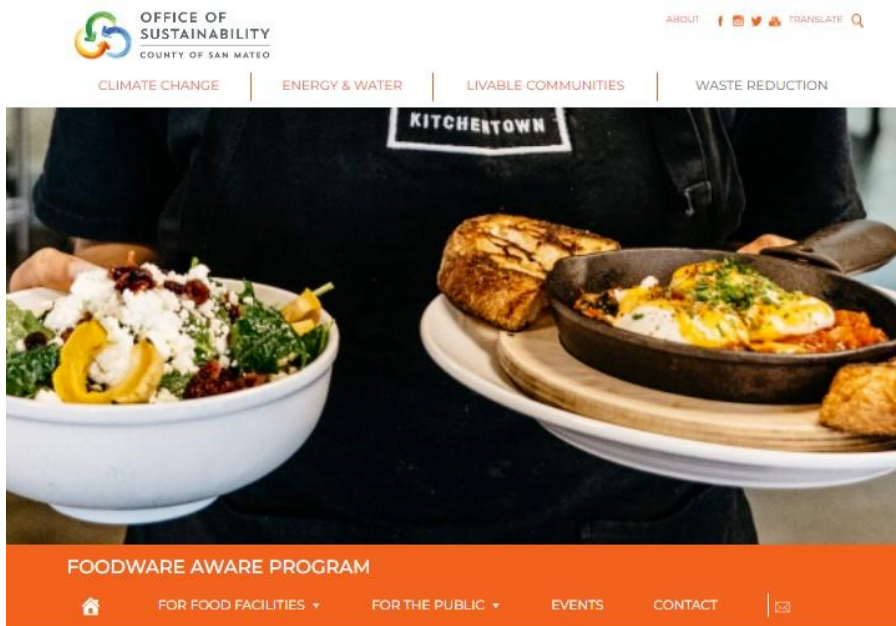
Window cling



Public Awareness Google Ads / Social Media Post



Website



DISPOSABLE FOOD SERVICE WARE ORDINANCE



The County of San Mateo's (County) [Disposable Food Service Ware Ordinance](#) (Ordinance) was adopted by the County's Board of Supervisors on February 25, 2020. This new law regulates and reduces disposable food service ware made of plastic and other foodware waste. The new regulations apply to food facilities that operate in unincorporated areas of the county and in cities that adopt the County's Ordinance as a model ordinance. The County's Foodware Aware Team is here to help your facility make the transition away from plastics and reduce foodware waste! We also encourage our public to join and play an [important role](#) in this effort.

UPDATE: The County recently updated the Ordinance in February 2022 to align with new state requirements (AB 1276 and AB 1200). Updates on the new requirements are now available. Click on the red "Resource for Food Facilities" button below!

[Resources for Food Facilities](#)



CITY COUNCIL REPORT

9.H.

DATE: SEPTEMBER 17, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: LILLY WHALEN, COMMUNITY DEVELOPMENT DIRECTOR
KAPIL AMIN, SUSTAINABILITY PROJECT MANAGER
SUBJECT: FORMALLY ADOPT AN ORDINANCE ADDING CHAPTER 8.38 "SINGLE-
USE PLASTIC FOODWARE AND BAG REDUCTION" TO THE PINOLE
MUNICIPAL CODE (2ND READ)

RECOMMENDATION

Staff recommends Council conduct a second read of the amendment adding Chapter 8.38 to the Pinole Municipal code and formally adopt the ordinance.

BACKGROUND

Council previously considered and approved the new legislative text that will be added to the Municipal Code at the July 2, 2024 Council meeting to implement the single-use plastic foodware and bag reduction requirements. However, the City did not formally adopt the proposed legislative text in the form of an ordinance which is necessary to add the proposed language to the Municipal Code.

REVIEW AND ANALYSIS

In order to ensure the City follows all technical administrative requirements, City staff has brought forward this item in order for the Council to formally adopt such an ordinance. Adoption requires an initial introduction of the ordinance (completed at the September 3, 2024 Council meeting), and then a second reading and formal adoption at this meeting on September 17, 2024. Formally adopting the ordinance will not change the implementation of the new requirements, which will still go into effect on January 1, 2025.

FISCAL IMPACT

There is no fiscal impact for the procedure of formally adopting this ordinance.

ATTACHMENTS

- A. Ordinance
- B. Exhibit A: Chapter 8.38, Single-Use Plastic Foodware and Bag Reduction

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY OF PINOLE ADDING CHAPTER 8.38 “SINGLE-USE PLASTIC FOODWARE AND BAG REDUCTION” TO THE PINOLE MUNICIPAL CODE

WHEREAS, Single-use plastics (SUPs) —including bags and foodware (plates, cutlery, cups, lids, straws, “clamshells” and other containers) is a major contributor to street litter, ocean pollution, marine and other wildlife endangerment and loss. A 2022 trash survey of the Pinole Creek found SUPs represented the majority of the debris collected from the creek.

WHEREAS, The production, consumption and disposal of SUPs contributes significantly to the consumption of fossil fuels and exacerbation of greenhouse gas (GHG) emissions. Plastics are made from chemicals sourced from petrol, gas, or coal. “Recyclable” plastic on average can be recycled two times before attenuating. Over three-fourths of “recyclable” plastic ends up as litter or in the landfill.

WHEREAS, Plastics in waterways and oceans break down into microplastics which are not biodegradable and can now be found in most of the world's oceans. These microplastics have been detected in human blood and can disrupt normal body processes, increasing health risks.

WHEREAS, Plastic debris in seawater and freshwater can attract and collect pollutants, which can then accumulate in fish, seafood, and salt that is later consumed by humans. Additionally, some food packaging, such as food contact papers and compostable paperboard containers, may contain harmful fluorinated chemicals that are associated with serious health problems.

WHEREAS, 2011 Bay Area litter survey showed that over two-thirds of trash collected was from take-out food and beverage packaging. In the Bay Area, food and beverage packaging comprises the majority of street litter and is a significant contributor to the total amount of waste entering the waste stream.

WHEREAS, It is in the utmost interest for the health, safety and welfare of who live, work, visit and do business in the City of Pinole that the consumption of SUPs be reduced.

WHEREAS, The Pinole Sustainability Element strives for Pinole to become a “Model City” that demonstrates how sustainable practices can be incorporated in the municipal, commercial and residential functions of a city. Reduction of single-use plastic food packaging and bags furthers this goal by eliminating solid waste at its source and maximize reusing, composting and recycling

WHEREAS, This Chapter is consistent with the City’s Sustainability Element of the General Plan and the CalRecycle recycling and waste disposal regulations contained in Titles 14 and 27 of the California Code of Regulations.

WHEREAS, on January 30, 2023, the Municipal Code Subcommittee reviewed federal, state and regional legislation regulating single-use plastic bags and foodware.

WHEREAS, on August 21, 2023 and August, 28, 2023, the Municipal Code Subcommittee reviewed outreach and results of resident/visitor and business surveys.

WHEREAS, on January 22, 2024, the Municipal Code Subcommittee reviewed survey results from food and retail business surveys.

WHEREAS, on February 26, 2024, the Municipal Code Subcommittee reviewed and refined the draft ordinance.

WHEREAS, on June 4, 2024, City Council conducted a public hearing regarding the proposed textual changes to the Municipal Code.

WHEREAS, on July 2, 2024, City Council conducted a second public hearing regarding the proposed textual changes to the Municipal Code.

WHEREAS, on September 3, 2024 City Council conducted an initial introduction of the Ordinance adding Chapter 8.38 “Single-Use Plastic Foodware and Bag Reduction” to the Municipal Code.; and

WHEREAS, on September 17, 2024 City Council waived second read of the Ordinance.

NOW THEREFORE, BE IT RESOLVED, pursuant to the findings stated herein, that the City Council of the City of Pinole does ordain as follows:

Section 1. Recitals. The above recitals are true and correct and made a part of this Ordinance.

Section 2. Amendment of Municipal Code. Chapter 8.38, Single-Use Plastic Foodware and Bag Reduction, is hereby amended to the Pinole Municipal Code to read as shown in Exhibit A, attached hereto and incorporate herein.

Section 3. CEQA. Pursuant to Title 14 of the California Administrative Code, the City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) for the following reasons: (1) under Section 15061 (b)(3), it is not a project which has the potential for causing a significant effect on the environment; (2) under Section 15308, it is an authorized action by an agency with regulatory authority for the purpose of assuring the maintenance, restoration, enhancement, or protection of the environment.

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each of every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 5. Effective Date and Duration. This ordinance shall take effect on January 1, 2025.

Section 6. Publication. The City Clerk is directed to cause this ordinance to be published in a manner required by law.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on September 17, 2024, the City Council passed this ordinance by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of Pinole on September 17, 2024.

Maureen Toms, Mayor

ATTEST:

Heather Bell, City Clerk

APPROVED AS TO FORM:

Eric S. Casher, City Attorney

Chapter 8.38 SINGLE-USE PLASTIC FOODWARE AND BAG REDUCTION

Sections:

- 8.38.010 Findings and Purpose.
- 8.38.020 Definitions.
- 8.38.030 Single-use Foodware Accessories.
- 8.38.040 Consumer-owned Reusable Containers.
- 8.38.050 Takeout Food.
- 8.38.060 Reusable Foodware for Dining on the Premises.
- 8.38.070 Disposable bags.
- 8.38.080 Disposable Foodware Standards.
- 8.38.090 Disposable Bag Standards.
- 8.38.100 Separate Disposable Foodware Waste Receptacles.
- 8.38.110 Waivers-process to obtain.
- 8.38.120 Extension of time—process to obtain.
- 8.38.130 Regulations applicable to all Food Providers and Retailers
- 8.38.140 Duties, responsibilities and authority of the City of Pinole.
- 8.38.150 City of Pinole – utilization prohibited.
- 8.38.160 Effective Date.
- 8.38.170 Liability and Enforcement.
- 8.38.180 Severability.
- 8.38.190 Chapter supersedes existing laws and regulations.

8.38.010 The Council of the City of Pinole finds and declares as follows:

- A. Single-use plastics (SUPs) —including bags and foodware (plates, cutlery, cups, lids, straws, “clamshells” and other containers) is a major contributor to street litter, ocean pollution, marine and other wildlife endangerment and loss. A 2022 trash survey of the Pinole Creek found SUPs represented the majority of the debris collected from the creek.
- B. The production, consumption and disposal of SUPs contributes significantly to the consumption of fossil fuels and exacerbation of greenhouse gas (GHG) emissions. Plastics are made from chemicals sourced from petrol, gas, or coal. “Recyclable” plastic on average can be recycled two times before attenuating. Over three-fourths of “recyclable” plastic ends up as litter or in the landfill.
- C. Plastics in waterways and oceans break down into microplastics which are not biodegradable and can now be found in most of the world's oceans. These microplastics have been detected in human blood and can disrupt normal body processes, increasing health risks.
- D. Plastic debris in seawater and freshwater can attract and collect pollutants, which can then accumulate in fish, seafood, and salt that is later consumed by humans. Additionally, some food packaging, such as food contact papers and compostable paperboard containers, may contain harmful fluorinated chemicals that are associated with serious health problems.

- E. 2011 Bay Area litter survey showed that over two-thirds of trash collected was from take-out food and beverage packaging. In the Bay Area, food and beverage packaging comprises the majority of street litter and is a significant contributor to the total amount of waste entering the waste stream.
- F. It is in the utmost interest for the health, safety and welfare of who live, work, visit and do business in the City of Pinole that the consumption of SUPs be reduced.
- G. The Pinole Sustainability Element strives for Pinole to become a “Model City” that demonstrates how sustainable practices can be incorporated in the municipal, commercial and residential functions of a city. Reduction of single-use plastic food packaging and bags furthers this goal by eliminating solid waste at its source and maximize reusing, composting and recycling.
- H. This Chapter is consistent with the City’s Sustainability Element of the General Plan and the CalRecycle recycling and waste disposal regulations contained in Titles 14 and 27 of the California Code of Regulations.

8.38.020 Definitions.

- A. **CITY.** The City of Pinole.
- B. **CITY DEPARTMENT.** Any governmental subdivision of the City.
- C. **CITY FACILITY.** Any building, structure, vehicle, land or park owned and operated by the City.
- D. **CITY FACILITY USER.** Any person, society, association, organization or special events promoter who requires a permit to use a City facility or a permit or contract to use a plaza, sidewalk, or roadway.
- E. **CITY MANAGER.** The City Manager of the City of Pinole or City Manager's designee.
- F. **CITY-SPONSORED EVENT.** Any activity that is organized by the City, and any private activity whose organizers voluntarily request and receive from the City any endorsement, financial assistance, or similar recognition that is unrelated to any requirements for such an event under applicable law.
- G. **CONSUMER-OWNED BAG.** A reusable customer-brought bag that is specifically designed and manufactured for multiple reuse, is in good performing condition, not unsanitary, and washable.
- H. **CONSUMER-OWNED CONTAINER.** A reusable customer-brought food or beverage container that is in good performing condition, not unsanitary, and in accordance with Section 3-304.17(B)(1) of the 2017 Food Code.
- I. **CONDIMENT.** means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food or drink item after preparation, including ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, sugar, and sugar substitutes.
- J. **DISPOSABLE BAGS.** A bag provided at the check stand, cash register, point of sale or other location for the purpose of transporting food or merchandise out of a Retailer or Food Provider. Disposable Bags do not include Pre-checkout Bags.
- K. **DISPOSABLE CUP.** A beverage cup designed for single use to serve beverages, such as water, cold drinks, hot drinks and alcoholic beverages.
- L. **DISPOSABLE FOODWARE.** All containers, bowls, plates, trays, cartons, boxes, pizza boxes, cups, utensils, straws, lids, sleeves, condiment containers, spill plugs, paper or foil wrappers, liners and

any other items used to hold, serve, eat, or drink Prepared Food, which are designed for single use and in which Prepared Food is placed or packaged on a Food Provider's premises.

- M. **DISPOSABLE FOODWARE ACCESSORY.** Any Disposable Foodware item such as straws, stirrers, napkins and utensils; condiment cups and packets; cup sleeves, tops, lids, and spill plugs; and other similar accessory or accompanying Disposable Foodware items used as part of food or beverage service or packaging.
- N. **ESTABLISHMENT.** A place of business of a food provider or other person subject to the requirements of this Chapter.
- O. **FOOD PROVIDER.** Any establishment located within the City, or any establishment that sells or otherwise provides Prepared Food or beverages within the City for public consumption on or off its premises and includes, but is not limited to, any store, shop, sales outlet, restaurant, bar, pub, coffee shop, cafeteria (with the exception of public school cafeterias), caterer, convenience store, liquor store, grocery store, supermarket, delicatessen, food market, farmer's market, mobile food preparation truck or vehicle, roadside stand, or any other person or organization who provides Prepared Food. Food provider also includes any organization, group or other person that regularly provides Prepared Food to its members or the general public as a part of its activities or services.
- P. **PRE-CHECKOUT BAG.** A bag provided or sold to a customer to carry produce, bulk food, or other food items to the point of sale inside a store.
- Q. **PREPARED FOOD.** Any food or beverage ready to consume without any further food preparation, alteration or repackaging, other than heating. Prepared food does not include (1) uncooked or raw meat, fish, poultry, or eggs unless provided for consumption without further food preparation; or (2) prepackaged food that is delivered to the food provider wholly encased, contained or packaged in a container or wrapper, and sold or otherwise provided by the food provider in the same container or packaging.
- R. **TAKEOUT FOOD.** Prepared Food which is purchased to be consumed off a Food Provider's premises. Takeout Food includes Prepared Food carried out by the customer or delivered by a Food Provider or by a Takeout Food Delivery Service.
- S. **RETAILER.** Any establishment that sells perishable and/or non-perishable goods that are packaged for customer takeaway in plastic bags and is not currently regulated by Public Resources Code sec. 42280 et seq.
- T. **REUSABLE FOODWARE.** All foodware, including plates, bowls, cups, trays, containers, glasses, straws, stirrers, condiment cups and utensils, that is manufactured of durable materials and that is specifically designed and manufactured to be washed and sanitized and to be used repeatedly over an extended period of time, and is safe for washing and sanitizing according to applicable regulations.
- U. **SURCHARGE FEE.** A mandatory or discretionary fee charged to a customer requiring Disposable Foodware.
- V. **TAKEOUT FOOD DELIVERY SERVICE.** A third-party delivery service which picks up Takeout Food from a Food Provider and delivers it to the customer for consumption off the premises.

8.38.030 Disposable Foodware Accessories.

- A. In compliance with Public Resources Code sec. 42270 et seq. Disposable Foodware Accessory items shall be provided only upon request by the customer or at self-serve stations, except that for safety reasons Disposable Cups for delivery by a Food Provider or a Takeout Food Delivery Service may include lids, spill plugs and sleeves without request.
- B. In compliance with Assembly Bill 1276, Food Provider and Takeout Food Delivery Services must provide options for customers to affirmatively request Disposable Foodware Accessory items separate from orders for food and beverages across all ordering/point of sale platforms, including but not limited to web, smart phone and other digital platforms, telephone and in-person.
- C. Food Providers offering condiments are encouraged to use dispensers rather than pre-packaged disposable condiment packets.
- D. Non-adhering items shall only be provided to customers who require them for medical needs.

8.38.040 Consumer-owned Containers.

- A. Per Health and Safety Code sec. 114121 et seq., Food Providers, except, as provided in Chapter 11, Temporary Food Facilities of the California Health and Safety Code, Section 114353, are encouraged to allow customers to bring Consumer-owned Containers and maintain sanitary procedures to prevent cross-contamination. Food Providers may refuse, at their sole discretion, any Consumer-owned Containers that are cracked, chipped or corroded, appears inappropriate in size, material, or condition for the intended beverage, or that appears to be soiled or unsanitary.

8.38.050 Takeout Food.

- A. Takeout Food shall only be served in Disposable Foodware that conforms to the Disposable Foodware Standards in Section 8.38.080. Takeout Food may also be served in Reusable Foodware made for takeaway as well as Consumer-owned Containers.
- B. Disposable Foodware Accessories shall conform with the Disposable Foodware Standards in 8.38.080.
- C. Takeout Food Delivery Services shall only deliver Takeout Food from a Food Provider that is served in Disposable Foodware and with Disposable Foodware Accessories, if any were requested, that conform to the Disposable Foodware Standards in 8.38.080.
- D. A Food Provider may optionally apply a foodware Surcharge Fee at their own discretion. The intent of the foodware Surcharge Fee is to account for extra expense of complying with this Ordinance. A Food Provider is not required to apply a foodware Surcharge Fee. The following applies if a Food Provider chooses to apply a Surcharge Fee:
 - 1. All foodware Surcharge Fee shall be retained as income by the Food Provider.
 - 2. All customers demonstrating, at the point of sale, a payment card or voucher issued by the California Special Supplemental Food Program for Women, Infants, and Children (WIC) pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of Division 106 of the California Health and Safety Code and as amended, or an electronic benefit

transfer card (EBT) issued pursuant to Section 10072 of the California Welfare and Institutions Code, shall be exempt from any form of foodware Surcharge Fees.

3. Foodware Surcharge Fees shall be identified separately on any post-sale receipt provided and, pre-sale, shall be clearly identified for the customer on media such as menus, ordering platforms and/or menu boards. Customers placing orders by telephone shall be informed verbally of foodware Surcharge Fees.
- E. Notwithstanding the requirements at Section 8.38.050, subsections A-C, a Food Provider may request a waiver or waivers pursuant to Section 8.38.110 for one to all Disposable Foodware item(s).
1. To obtain a waiver for item(s), the Food Provider must demonstrate that:
 - a. No Disposable Foodware item(s) exists with substantially similar size, performance and/or utility that conforms with the Disposable Foodware Standards in Section 8.38.80 or, if such an item(s) exist, that costs of using such item(s) would cause undue financial hardship; and
 - b. The non-conforming Disposable Foodware item to be used in lieu of a conforming item is recyclable in the City recyclable collection program with a good-faith effort to prioritize aluminum foodware containers/packaging where practicable above recyclable plastic.
 2. To obtain a waiver for item(s), the Food Provider must provide documentation of good-faith efforts to obtain a substantially similar compliant item at a non-prohibitive price. Records of attempts to obtain a compliant item may include:
 - a. Emails, letters or other correspondence with vendors that furnish compliant Disposable Foodware, seeking the compliant item(s).
 - b. Responses from such compliant Disposable Foodware vendors including, where applicable, specifications and pricing for such item(s).
 - c. Specifications and pricing for the recyclable non-conforming item sought to be used, demonstrating its substantial superiority and/or affordability, and
 - d. Any other verifiable records which demonstrate a good faith effort to comply with Disposable Foodware Standards for such item(s).
 3. Reasonable added cost for a conforming item as compared to a substantially similar recyclable non-conforming item shall not by itself constitute adequate grounds to support a waiver for such item.
- F. A Food Provider may request, pursuant to Section 8.38.120, to extend the time period of comply with all provisions of this Section 8.38.050. To be eligible for an extension of time the Food Provider must:
- a. Employ 10 full time employees equivalents or less; and
 - b. Have gross receipts less than \$500,000 annually
 - c. Provide documentation of good-faith efforts to obtain comply with provisions of Section 8.38.050 in addition to an explanation of why additional time is needed.

8.38.060 Reusable Foodware for Dining on the Premises.

- A. Food Providers are encouraged to maximize Reusable Foodware where practicable and to the extent possible and make a good-faith effort to consider serving customers utilizing Reusable

Foodware for consumption on- premise especially if there is dishwashing capacity or potential for on-site dishwashing.

- B. If serving customers with Reusable Foodware is not practicable or possible, all Food Providers shall serve dine-in customers utilizing Disposable Foodware that conforms to the Disposable Foodware Standards in Section 8.38.080 and all Disposable Foodware Accessories shall conform with the Disposable Foodware Standards in 8.38.080.
- C. A Food Provider may request, pursuant to Section 8.38.120, to extend the time period of comply with all provisions of this Section 8.38.060. To be eligible for an extension of time the Food Provider must:
 - a. Employ 10 full time equivalents or less; and
 - b. Have gross receipts less than \$500,000 annually; and
 - c. Provide documentation of good-faith efforts to obtain comply with provisions of Section 8.38.060 in addition to an explanation of why additional time is needed.

8.38.070 Disposable Bags.

- A. Food Providers and Retailers shall only package goods in bags that conform to the Disposable Bag Standards in Section 8.38.090.
- B. Takeout Food Delivery Services shall only deliver Takeout Food from a Food Provider that is bagged in a bag that conforms to the Disposable Bag Standards in 8.38.090.
- C. Surcharge Fees for Disposable Bags shall be applied as follows:
 - 1. Retailers shall charge a minimum 15-cent single-use bag Surcharge Fee per Disposable Bag over 5.25"x3.75"x8". The Surcharge Fee is optional for Disposable Bags of a small size (at or less than 5.25"x3.75"x8").
 - 2. Food Providers may charge the 15 cent single-use bag Surcharge Fee for Disposable Bags at their own discretion and is not mandatory.
 - 3. The following applies to the application of the Surcharge Fee:
 - a. All bag Surcharge Fees shall be retained as income by the Retailer or Food Provider.
 - b. All customers demonstrating, at the point of sale, a payment card or voucher issued by the California Special Supplemental Food Program for Women, Infants, and Children (WIC) pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of Division 106 of the California Health and Safety Code and as amended, or an electronic benefit transfer card (EBT) issued pursuant to Section 10072 of the California Welfare and Institutions Code, shall be exempt from any form of bag fees.
 - c. Any bag Surcharge Fees shall be identified separately on any post-sale receipt provided and, pre-sale, shall be clearly identified for the customer on media such as menus, ordering platforms and/or menu boards. Customers placing orders by telephone shall be informed verbally of any bag Surcharge Fees.
- D. Notwithstanding the requirements at Section 8.38.110, subsections A-C, a Retailer or Food Provider may request a waiver or waivers pursuant to Section 8.38.110 for specific Disposable Bags. To obtain a waiver for item(s), the Retailer or Food Provider must demonstrate that:
 - 1. No Disposable Bag exists with substantially similar size, performance and/or utility that conforms with the Disposable Bag Standards in Section 8.38.090 or, if such an item exists,

- that costs of using such item would cause undue financial hardship, or Consumer-owned Bags will create health risks from cross-contamination, or regulation will pose health and safety risks and;
2. The Retailer or Food Provider must provide documentation of good-faith efforts to obtain a substantially similar compliant item at a non-prohibitive price.
 3. Records of attempts to obtain a compliant item may include:
 - a. Emails, letters or other correspondence with vendors that furnish compliant Disposable Bags, seeking the compliant item.
 - b. Responses from such Disposable Bag vendors including, where applicable, specifications and pricing for such item.
 - c. Specifications and pricing for the non-conforming item sought to be used, demonstrating its substantial superiority and/or affordability, and
 - d. Any other verifiable records which demonstrate a good faith effort to comply with Disposable Bag Standards for such item.
 4. Reasonable added cost for a conforming item as compared to a substantially similar non-conforming item shall not by itself constitute adequate grounds to support a waiver for such item.
- E. Consumer-owned Bags shall be accepted by all Retailers unless a waiver exemption is granted and at the discretion of Food Providers.
- F. Retailers and Food Providers shall ask consumers if a bag is required and not automatically provide a bag.
- G. Pre-checkout bags, such as produce bags, as outlined in and conforming to Public Resources Code sec. 42281.2 must be provided to consumers.
- H. A Retailer or Food Provider may request, pursuant to Section 8.38.120, to extend the time period of comply with all provisions of this Section 8.38.070. To be eligible for an extension of time the Retailer or Food Provider must:
- a. Employ 10 full time equivalents or less; and
 - b. Have gross receipts less than \$500,000 annually; and
 - c. Provide documentation of good-faith efforts to obtain comply with provisions of Section 8.38.070 in addition to an explanation of why additional time is needed.

8.38.080 Disposable Foodware Standards.

- A. Disposable Foodware must be accepted by City's municipal compost collection programs, except that non-compostable foil wrappers that are accepted in the City of Pinole recyclable collection program may be used for burritos, wraps, and other items that require foil to contain and form the food item. Acceptable material types include natural fiber-based, natural (wood, bamboo, etc.), uncoated paper, etc. Bioplastics, or compostable plastics, are not allowed. Single-sided lamination by plant-derived polylactic acid (PLA) is acceptable. Disposable foodware must be free of added fluorinated chemicals such as perfluoroalkyl and polyfluoroalkyl substances (PFAS). Bleached Disposable Foodware is not allowed. Single-use Foodware from third-party certifying organizations such as the Biodegradable Product Institute is encouraged. Disposable foodware

made from post-consumer recycled content and sustainable, regenerative practices are encouraged.

- B. The City shall maintain on its website and at City Hall a list of suppliers that offer compliant Disposable Foodware.
- C. Changes, if any, to Disposable Foodware Standards shall become effective on January 1 of the next calendar year, and the City shall provide notice of any such changes to Food Providers at least 90 days prior through the email address listed on the most recent Business License for the Food Provider.

8.38.090 Disposable Bags Standards

- A. Disposable bags must be made of unbleached paper and with 40% postconsumer recycled content. Single-use bags may also be made of plant starches and must be BPI-certified bags. Bags must be 100% recyclable and/or compostable.
- B. The City shall maintain on its website and at City Hall a list of suppliers that offer compliant Single-use Bags.
- C. Changes, if any, to Disposable Bag Standards shall become effective on January 1 of the next calendar year, and the City of Pinole shall provide notice of any such changes to Retailers and Food Providers at least 90 days prior through the email address listed on the most recent Business License for the Retailer or Food Provider.

8.38.100 Separate Disposable Foodware Waste Receptacles.

- A. All Food Providers, except Food Providers that provide full bussing service and do not customarily provide waste receptacles for customer use, must provide at least one set of three easily accessed receptacles for discarded items to be composted, recycled, and, if needed, to be landfilled or otherwise wasted for self-bussing customers.
- B. To the extent possible given space constraints, all three receptacles should be placed together in the same location.
- C. The City shall identify materials accepted for each collection program on the City's website, and signage must be posted on and/or above each receptacle, indicating the materials to be deposited into such receptacle. Receptacles and signage shall be color-coded as follows:
 - 1. Blue for recyclables
 - 2. Green for compostables
 - 3. Black or gray for items to be landfilled or otherwise wasted
- D. Food Providers that share premises may share receptacles.

8.38.110 Waivers--process to obtain.

- A. The City Manager shall prescribe and adopt rules, regulations and forms for Food Providers or Retailers to obtain full or partial waivers from any requirement of this ordinance that is explicitly subject to waiver.

- B. Waivers shall be granted by the City Manager or their designees, based upon documentation provided by the applicant and, at the City Manager's discretion, independent verification, including site visits.
- C. The City Manager or their designees shall act on a complete waiver application no later than 60 days after receipt of such application, including mailing written notification of the City Manager's decision to the address supplied by the applicant.
- D. Waivers may be granted for a specified term of up to two (2) years. During the waiver term, the Food provider or Retailer shall make diligent efforts to become compliant. Under extraordinary circumstances, should a Food provider or Retailer demonstrate that, at the close or expiration of a granted waiver term, and with diligent efforts to become compliant, compliance remains infeasible, additional waivers of up to two (2) years each may be granted. It shall be the Food Provider's or Retailer's responsibility to apply for any subsequent waivers in a timely manner.
- E. Notwithstanding the two (2) year maximum term for waivers set forth in Section 8.38.110(D), in certain limited and unique circumstances existing prior to adoption of this ordinance, where the Food Provider or Retailer demonstrates diligent efforts to comply but, due to economic constraints and/or other unique and extraordinary circumstances, may never be reasonably able to comply, the City Manager or their designee may grant a waiver for a longer specified term.
- F. All waivers shall expire automatically in the event of a significant remodel, renovation or other alteration of the premises with a construction valuation that exceeds \$60,000 or if the Food Provider or Retailer ceases operations at the location for which the waiver has been granted.

8.38.120 Extension of time—process to obtain.

- A. The City Manager shall prescribe and adopt rules, regulations and forms for Food Providers or Retailers to obtain an extension of time to comply with this Chapter.
- B. Extensions of time shall be granted by the City Manager or their designees, based upon documentation provided by the applicant and, at the City Manager's discretion, independent verification, including site visits.
- C. The City Manager or their designees shall act on a complete time extension application no later than 60 days after receipt of such application, including mailing written notification of the City Manager's decision to the address supplied by the applicant.
- D. Time extensions may be granted for a specified term of up to six (6) months. During the extension term the following requirements apply:
 - 1. No administrative citation may be issued for violation of a requirement of this chapter
 - 2. The Food provider or Retailer shall make diligent efforts to become compliant.
- E. Under extraordinary circumstances, should a Food provider or Retailer demonstrate that, at the close or expiration of a granted time extension term, and with diligent efforts to become compliant, compliance remains infeasible, one final six (6) month extension may be granted. It shall be the Food Provider's or Retailer's responsibility to apply for any subsequent extensions in a timely manner.
- F. Notwithstanding the maximum term for extensions set forth in Section 8.38.120(D), in certain limited and unique circumstances existing prior to adoption of this ordinance, where the Food Provider or Retailer demonstrates diligent efforts to comply but, due to economic constraints

and/or other unique and extraordinary circumstances, may never be reasonably able to comply, the City Manager or their designee may grant a time extension for a longer specified term.

- G. All time extensions shall expire automatically in the event of a significant remodel, renovation or other alteration of the premises with a construction valuation that exceeds \$60,000 or if the Food Provider or Retailer ceases operations at the location for which the extension has been granted.

8.38.130 Regulations applicable to all Food Providers and Retailers.

- A. Each Food Provider and Retailer shall maintain written records evidencing compliance with this Chapter.
- B. All records required by this Chapter shall be made available for inspection by the City Manager or their designated representative. It shall be unlawful for anyone having custody of such records to fail or refuse to produce such records upon request by the City Manager or their designated representative.

8.38.140 Duties, responsibilities and authority of the City of Pinole.

- A. The City Manager or their designee shall prescribe, adopt, and enforce rules and regulations relating to the administration and enforcement of this chapter and is hereby authorized to take any and all actions reasonable and necessary to enforce this chapter including, but not limited to, inspecting any Food Provider's or Retailer's premises to verify compliance.
- B. The City shall, at minimum, provide simple technical assistance and a resource packet to educate Food Providers and Retailers on new regulations and how to be in compliance, and make a good-faith effort to seek out and provide financially sound resources in forms such as financial assistance, comprehensive technical assistance, advanced technologies, public-private partnerships etc. to Food Providers and Retailers in order to help mitigate any increased costs and knowledge barriers that may arise from the regulation in this chapter.

8.38.150 City of Pinole – utilization prohibited.

The City or City Facility Users shall not utilize any Disposable Foodware that does not comply with the Disposable Foodware Standards in Section 8.38.080, nor shall any City-sponsored event utilize non-compliant Disposable Foodware.

8.38.160 Effective Date.

The provisions of this Chapter shall take effect January 1, 2025.

8.38.170 Liability and Enforcement.

- A. Anyone violating or failing to comply with any requirement of this chapter may be subject to an Administrative Citation pursuant to Chapter 8.25.020; however, no administrative citation may be issued for violation of a requirement of this chapter until six months after the Effective Date

of such requirement as specified in Section 8.28.150. Pursuant to Section 8.38.120, eligible Food Providers and Retailers may submit a request to extend the period of time where no administrative citation may be issued for violation of a requirement of this chapter.

- B. Enforcement shall include written notice of noncompliance and a reasonable opportunity to correct or to demonstrate initiation of a request for a waiver or waivers pursuant to Section 8.38.110.
- C. The City Attorney may seek legal, injunctive, or other equitable relief to enforce this chapter.
- D. The remedies and penalties provided in this section are cumulative and not exclusive.

8.38.160 Severability.

If any word, phrase, sentence, part, section, subsection, or other portion of this Chapter, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this chapter, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The City Council hereby declares that it would have passed this title, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.

8.38.170 Chapter supersedes existing laws and regulations.

The provisions of this chapter shall supersede any conflicting law or regulations.



CITY COUNCIL REPORT

9.I.

DATE: SEPTEMBER 17, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: ERIC CASHER, CITY ATTORNEY
SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE ADDING
CHAPTER 9.19 "SAFE STORAGE OF FIREARMS" TO THE PINOLE
MUNICIPAL CODE

RECOMMENDATION

It is recommended that the City Council waive the second reading and adopt an ordinance adding Chapter 9.19 "Safe Storage of Firearms" to the Pinole Municipal Code.

BACKGROUND

The City of Pinole does not presently regulate firearm storage within residential locations or vehicles within the Municipal Code. The proposed ordinance seeks to curb access to firearms by children and other unauthorized individuals who may be at risk of harming themselves or others. The proposed ordinance prohibits a person from keeping a firearm in any residence unless the firearm (and ammunition) is stored in a locked container or the firearm's trigger-lock is engaged consistent with State law.

On September 3, 2024, the City Council introduced an ordinance adding Chapter 9.19 "Safe Storage of Firearms" to the Pinole Municipal Code to establish regulations relating to the safe storage of firearms in a residence and unattended vehicles. The ordinance was approved by unanimous vote.

REVIEW AND ANALYSIS

The proposed ordinance prohibits firearm storage in unattended vehicles, unless the firearm is disabled with a trigger lock in a locked container in the locked trunk of a vehicle, without the key or disabling device to the lock box in the vehicle. For vehicles with four (4) or more wheels and lacking a trunk, firearms and ammunition must be in a locked container that is permanently affixed to the vehicle and underneath a seat, or covered, or otherwise outside the view of the public. Although State law already governs the safe storage of handguns in vehicles, there are no State requirements that firearms other than handguns, such as rifles or shotguns, be locked or safely secured in vehicles. This ordinance addresses that gap by extending the in-vehicle firearm locking requirements to all firearms irrespective of firearm type.

The ordinance does not prohibit authorized firearm owners from accessing or using their firearms, from carrying firearms on their persons, transporting their firearms, or from keeping a firearm in their immediate possession and control. Some exceptions to the storage requirement exist- such as when gun owners have the firearm in their close-proximity and

control or are serving as an on-duty law enforcement officer.

On March 25, 2024, at its regularly scheduled meeting, the Municipal Code Update Subcommittee was presented with examples of safe storage of firearms ordinances from Bay Area cities and provided feedback for the drafting of the proposed ordinance. The proposed ordinance reflects the recommendation of the subcommittee as well as input from staff.

FISCAL IMPACT

The fiscal impact of adopting the proposed ordinance would be nominal. The costs associated with enforcement of the proposed Ordinance would be nominal.

ATTACHMENTS

- A. 9/3/2024 Staff Report
- B. Ordinance



CITY COUNCIL REPORT

10.A.

DATE: SEPTEMBER 3, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: ERIC CASHER, CITY ATTORNEY
SUBJECT: INTRODUCTION AND FIRST READING OF ORDINANCE ADDING
CHAPTER 9.19 "SAFE STORAGE OF FIREARMS" TO THE PINOLE
MUNICIPAL CODE

RECOMMENDATION

Staff recommends the City Council conduct a public hearing and waive the first reading of an ordinance adding Chapter 9.19 "Safe Storage of Firearms" to the Pinole Municipal Code

BACKGROUND

The City of Pinole does not currently regulate the storage of firearms in residences or vehicles within the Municipal Code. It is widely recognized that there are many risks associated with keeping a firearm unlocked or a loaded firearm not stored in a locked container, such as risk of injury, death, and theft. Requiring that a firearm be stored in a locked container and/or with a trigger lock provides safety and does not interfere with one's ability to defend their home.

California Penal Code Section 25100 makes it illegal to store a firearm on premises if the firearm owner "knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian" and the child actually gains access to the firearm. The level of penalty depends on what happens to the firearm once the child has possession. A person may be found to have violated this law even if a minor never actually accessed or used the firearm.

Under the Penal Code section 25105, there is no criminal liability for violation of 25100 if the firearm is kept in a locked container or in a location that a reasonable person would believe to be secure," or "if the firearm was locked with a locking device making the firearm inoperable." Penal Code Sections 25105.

Many neighboring cities in the Bay Area have enacted ordinances requiring the Safe Storage of Firearms, such as Union City, Walnut Creek, Mountain View, Lafayette, and Oakland. These cities' ordinances generally require that firearms not within the immediate control and possession of their owner be stored in a secure container and/or have a locking device.

At the March 25, 2024, the Municipal Code Update Subcommittee was presented with examples of safe storage of firearms ordinances from Bay Area cities and provided feedback for the drafting of the ordinance in Attachment A. The Subcommittee reviewed multiple drafts of the ordinance at the April and May 2024 meetings. Some revisions to the initial draft ordinance were requested by the subcommittee members, including applying the requirements

related to storage of ammunition to residences, and establishing penalties for violations of the ordinance.

REVIEW AND ANALYSIS

The proposed ordinance regulates the storage of firearms and would aim to reduce the risk of firearm related injuries and deaths by requiring the safe storage of firearms in residences. The ordinance would require firearms to be stored in a locked container or disabled with a trigger lock when stored in residences, and for ammunition to be stored in a locked container as well. Otherwise, gun owners must have the firearm in their close-proximity and control.

For firearm storage in unattended vehicles, any and all firearms must be disabled with a trigger lock in a locked container in the locked trunk of a vehicle, without the key or disabling device to the lock box in the vehicle. For vehicles with four (4) or more wheels and lacking a trunk, Firearms and Ammunition must be in a locked container that is permanently affixed to the vehicle and underneath a seat, or covered, or otherwise outside the view of the public.

Some exceptions exist- such as when gun owners have the firearm in their close-proximity and control, or are serving as an on-duty law enforcement officer.

All violations of the residential requirements are classified as a misdemeanor. The first violation of the vehicle requirements is an infraction, and all subsequent violations are misdemeanors. The maximum fine the City can impose under state law for a violation that is classified as a misdemeanor is \$1,000.

FISCAL IMPACT

The fiscal impact of adopting the proposed ordinance would be nominal. The costs associated with enforcement of the proposed Ordinance would be nominal.

ATTACHMENTS

A. Safe Storage of Firearms Ordinance

ORDINANCE NO. XX

AN ORDINANCE OF THE CITY OF PINOLE ADDING CHAPTER 9.19 “SAFE STORAGE OF FIREARMS” TO THE PINOLE MUNICIPAL CODE

WHEREAS, the City of Pinole does not presently regulate firearms storage within residential locations in the city’s Municipal Code; and

WHEREAS, firearm injuries have a significant adverse public health and safety impact nationally, regionally, and locally; and

WHEREAS, improperly stored firearms may result in accidental firearm injuries and/or deaths, particularly in homes with children; and

WHEREAS, in California, numerous people die each year from injuries related to firearms, and many more are hospitalized for non-fatal gunshot wounds; and

WHEREAS, having a loaded firearm or unlocked firearm in the home has been associated with an increased risk of firearm-related injury and death, as well as theft of the firearm; and

WHEREAS, a firearm stored while loaded or unlocked increases the risk of accidental shooting; and

WHEREAS, utilizing gun locks or lock boxes when storing firearms in the home reduces the risk of firearm injury and death, as well as theft; and

WHEREAS, keeping a firearm locked when it is not being carried ensures that it cannot be accessed or used by others without the owner’s knowledge or permission, decreasing the risk that the gun will be used to commit suicide, homicide, or inflict injury, whether intentionally or unintentionally; and

WHEREAS, requiring stored, unsupervised firearms to be secured with gun locks or in a locked container does not substantially burden the right or ability to use the firearms for self-defense in the home; and

WHEREAS, the City Council wishes to add Chapter 9.19 of the Pinole Municipal Code to require the safe storage of firearms in residences and vehicles.

NOW, THEREFORE, the City Council of the City of Pinole does ordain as follows:

SECTION 1. Recitals.

The City Council hereby finds that all of the foregoing recitals are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herewith.

SECTION 2. Pinole Municipal Code Chapter 9.19.

Chapter 9.19 “Storage of Firearms” is hereby added to the Pinole Municipal Code as provided in Exhibit A, incorporated herein by this reference.

SECTION 3. Severability.

SECTION 4. Publication and Effective Date.

This Ordinance shall become effective thirty (30) days after its adoption. The City Clerk shall have this Ordinance published in a newspaper of general circulation within fifteen (15) days after its adoption or have a summary of the Ordinance published twice in a newspaper of general circulation, once five days before its adoption and again fifteen days after its adoption.

The foregoing Ordinance was PASSED AND ADOPTED by the City Council of the City of Pinole, at a regular meeting of said Council on September 17, 2024 by the following vote:

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

Maureen Toms, Mayor

ATTEST:

Heather Bell, City Clerk

APPROVED AS TO FORM:

Eric S. Casher, City Attorney

EXHIBIT A – DRAFT SAFE STORAGE OF FIREARMS ORDINANCE

CHAPTER 9.19 SAFE STORAGE OF FIREARMS

9.19.10 Definitions

“Ammunition” means a bullet, cartridge, magazine, clip, speed loader, autoloader or projectile capable of being fired from a firearm with a deadly consequent.

“Close proximity and control” means within arm’s reach of a person who is actively paying attention to the firearm such that they could gain control of the weapon before an unauthorized person could access the weapon.

“Firearm” means any gun, pistol, revolver, rifle or any device, designed or modified to be used as a weapon, from which is expelled through a barrel a projectile by the force of an explosion or other form of combustion.

“Locked container” means a locked container as defined in Penal Code Section 16850, as amended from time to time, and as listed on the California Department of Justice Bureau of Firearms roster of approved firearm safety devices.

“Peace officer” means a peace officer as defined in California Penal Code Section 830 as amended from time to time.

“Residence” means any structure intended or used for human habitation, including, but not limited to, houses, condominiums, rooms, in-law units, motels, hotels, single room occupancies, time shares and recreational and other vehicles where human habitation occurs.

“Trigger lock” means a trigger lock that is listed on the California Department of Justice’s roster of approved firearms safety devices and that is identified as appropriate for that firearm by reference to either the manufacturer and model of the firearm or to the physical characteristics of the firearm that match those listed on the roster for use with the device under California Penal Code Section 23655(d), as amended from time to time.

“Trunk” means a fully enclosed compartment that is separate from the main cabin of the vehicle.

“Unattended vehicle” means that a person aged eighteen (18) or over is not present in the vehicle.

“Vehicle” means a vehicle as defined in California Vehicle Code Section 415, as amended from time to time.

9.19.20 Safe Storage of Firearms in Residences.

Except when carried on the person of an individual not prohibited from the ownership or possession of a firearm or when in the close-proximity and control of a person not prohibited from the ownership or possession of a firearm, no person shall keep a firearm or ammunition in any residence unless:

- a. The firearm is stored in a locked container, or the firearm is disabled with a trigger lock.
- b. The ammunition is stored in a locked container.

9.19.30 Safe Storage of Firearms and Ammunition in Vehicles.

a. No person shall store or keep a Firearm or Ammunition in a vehicle unless the Firearm or Ammunition is stored:

- 1. For any and all Firearms, disabled with a trigger lock in a locked container in the locked trunk of a vehicle.
- 2. The key or other disabling device to the lock box is not left in the unattended vehicle.
- 3. For vehicles with four (4) or more wheels and lacking a trunk, Firearms and Ammunition must be in a locked container that is permanently affixed to the vehicle and underneath a seat, or covered, or otherwise outside the view of the public.
- 4. For vehicles with fewer than four (4) wheels and lacking a trunk, in a locked container that is permanently affixed to the vehicle.

b. Notwithstanding subsections (a)(1) to (3), no person may place, store or keep a Firearm or Ammunition overnight in a vehicle.

c. This Section is not intended to conflict with any applicable state or federal law.

d. This Section is intended to apply to all vehicles within the City of Pinole. However, nothing in this Section shall apply to on-duty peace officers or to federal officers or military personnel who are acting within the scope of their authority and discharging their official duties.

9.19.40 Exceptions

a. Subsections 9.19.20 and 9.19.30 do not apply when a Firearm is carried on the person of, or is otherwise in the immediate control and possession of, an individual in accordance with applicable local, State, and/or Federal laws.

b. Subsections 9.19.20 and 9.19.30 do not apply when a Firearm is carried on the person of, or is otherwise in the immediate control and possession of an on-duty peace officer (as defined in California Penal Code Sections 830 et. seq., as amended from time to time) who is on duty.

c. To encourage reporting of lost or stolen Firearms (as defined in California Penal Code section 16520, as amended from time to time), a person who complies with California Penal Code Section 25250 by reporting the loss or theft of a Firearm they own or possess to a local law enforcement agency within five days from the time they knew or reasonably should have known the Firearm had been lost or stolen shall not be prosecuted for violation of subsections 9.19.20 or 9.19.30.

d. It is not the intention of this section to regulate any conduct if the regulation of such conduct has been preempted by State or Federal law.

9.19.50 Reporting Theft or Loss to Law Enforcement.

Nothing in this ordinance affects a person's obligations to report that a Firearm has been lost or stolen to local authorities within 24 hours of the time they knew or reasonably should have known that the firearm had been lost or stolen.

9.19.60 Violations

a. A person who violates Section 9.19.20 is guilty of a misdemeanor.

b. A person who violates Section 9.19.30 for the first time is guilty of an infraction. A person who violates Section 9.19.30 for a second time, and all subsequent violations, is guilty of a misdemeanor.

c. In addition to the penalties provided for herein, any violation of this Chapter may be punished pursuant to the provisions of Chapter 1.12 of this Code.

d. Notwithstanding anything in this Code to the contrary, a violation of this chapter that is designated as a misdemeanor may be punishable by a fine of up to one thousand dollars per violation.



CITY COUNCIL REPORT

10.A.

DATE: SEPTEMBER 17, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: ERIC CASHER, CITY ATTORNEY
SUBJECT: INTRODUCTION AND FIRST READING OF ORDINANCE AMENDING
CHAPTER 2.08.010 OF THE PINOLE MUNICIPAL CODE TO INCREASE
COUNCIL MEMBERS' SALARIES

RECOMMENDATION

Staff recommends the City Council conduct a public hearing and waive the first reading of an ordinance amending Chapter 2.08.010 "Councilmembers' Salaries" of the Pinole Municipal Code.

BACKGROUND

The Pinole Municipal Code, Chapter 2.080.010, sets the City Council members' salaries at \$562.50 per month. The last increase to Council member salaries was approved in 2016 and included a 30-year adjustment given that the City Council salaries had not been adjusted since the enactment of the initial ordinance setting the Council salary in 1986.

In addition to salary, the City provides some fringe benefits to elected officials that are outlined in the Elected Officials Benefits Plan. Council member benefits include medical, dental, and life insurance coverage.

Pursuant to California Government Code Section 36516, a city with a population of under 30,000 may pay up to \$950 per month for a council salary, and may be increased beyond that amount by 5% every year after the last adjustment. April 18, 2023 the City Council considered the an increase to Council Member salaries and provided direction to draft an ordinance increasing the monthly salary to \$759.41.

REVIEW AND ANALYSIS

The City Council Member salaries have not been adjusted since 2016. Increasing the monthly salary of City Council Members to \$759.41 requires an update to chapter 2.08.010 of the Pinole Municipal Code.

Monthly salaries for City Council Members in neighboring jurisdictions are as follows:

- Hercules: \$831.60
- El Cerrito: \$650
- Richmond \$1,402.50
- San Pablo: \$1094

- Albany: \$300

The ordinance included as Attachment A reflects the revision to Chapter 2.08.010 of the Municipal Code changing the monthly salary from \$562.50 to \$759.41. Pursuant to Government Code section 36516.5, an increase Council Member salaries will become effective at the commencement of a new term of office for any newly elected, or re-elected, Council member.

FISCAL IMPACT

Raising the City Council member's salary to \$759.41 per month will mean an overall increase in salaries of \$984.55 per month for all (5) Council members, for an annual increase of \$11,814.60. Council compensation is primarily funded from the General Fund. However, only two City Council Member's salaries will be adjusted following the November election, and the fiscal impact of the two salary increases will be \$4725.84 each year for the next two fiscal years.

ATTACHMENTS

- A. Ordinance

ORDINANCE NO. 2024-XX

AN ORDINANCE AMENDING CHAPTER 2.08.010 “COUNCILMEMBERS’ SALARIES” OF THE PINOLE MUNICIPAL CODE

WHEREAS, California Government Code Section 36516 provides that a City Council may enact an ordinance providing that each member of the City Council shall receive a salary based on the population of the city; and

WHEREAS, Ordinance No. 2016-07, adopted in 2016, provided for a salary of \$562.50 per month for members of City Council pursuant to Government Code Section 36516; and

WHEREAS, Government Code Section 36516(a)(4) provides that councilmember salaries may be increased by 5% of the last adjusted salary for each calendar year; and

WHEREAS, the City finds that adjusting councilmember salaries would account for inflation and support diversity in city councils because increased compensation can help individuals from across different income levels receive sufficient income for their service.

NOW THEREFORE, the City Council of the City of Pinole does ordain as follows:

SECTION 1. Findings

The City Council finds that the foregoing recitals are true and correct and are incorporated into the Ordinance by this reference.

SECTION 2. Amendments to Section 2.08.010 of Chapter 2.08 (“Councilmembers’ Salaries”) of the Pinole Municipal Code

The City Council hereby amends Section 2.08.010 of Chapter 2.08 (Councilmembers’ Salaries) of the Pinole Municipal Code to read as follows, with additions in underline and deletions in ~~strikethrough~~:

Section 2.08.010 Councilmembers’ Salaries.

Each Councilmember will receive a salary of ~~five hundred sixty-two dollars and fifty cents (\$562.50)~~ seven hundred fifty-nine dollars and forty-one cents (\$759.41) per month.

SECTION 3. Operative Date.

The ordinance codified in this chapter shall become operative only on and after the date upon which one or more members of the council of the city becomes eligible for the salary prescribed in this section by virtue of beginning a new term of office following the general municipal election next succeeding its effective date, and prior to said operative date, councilmembers’ salaries shall be five hundred sixty two dollars and fifty cents (\$562.50) per month.

SECTION 4. **Severability.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed the Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. **Publication and Effective Date.**

This Ordinance shall become effective thirty (30) days after its adoption. The City Clerk shall have this Ordinance published in a newspaper of general circulation within fifteen (15) days after its adoption or have a summary of the Ordinance published twice in a newspaper of general circulation, once five days before its adoption and again fifteen days after its adoption.

The foregoing Ordinance was PASSED AND ADOPTED by the City Council of the City of Pinole, at a regular meeting of said Council on _____ by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
ATTEST:

City Clerk

APPROVED:

Maureen Toms, Mayor