



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

October 15, 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.pinole.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 hbelle@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 hbelle@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.

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager, Kelcey Young, City Attorney, Eric Casher, Human Resources Director, Stacy Shell, and Finance Director, Markisha Guillory

Employee organization: AFSCME Local 1, AFSCME Local 512, and the Management Compensation Plan (MCP)

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

1. Appointment of a Representative and Alternate to serve on the Green Empowerment Zone Board of Directors

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. Indigenous Peoples Day
2. Rosh Hashanah
3. Breast Cancer Awareness Month
4. LGBTQ+ History Month
5. Filipino History Month
6. Code Enforcement Officer Week

B. Presentations

1. Community Development Department Update

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 17, 2024.
- B. Receive the September 14, 2024 – October 11, 2024 List of Warrants in the Amount of \$992,386.91 and the October 11, 2024 Payroll in the Amount of \$529,375.78.
- C. CalPERS Fixed Medical Premium Rates **Action: Adopt Resolution per Staff Recommendation (Stacy Shell, Charlene Davis)**
- D. Adopt a Resolution to Authorize the City to Join PRISM **Action: Adopt Resolution per staff recommendation (Stacy Shell)**
- E. Second Reading And Adoption Of Ordinance Amending Chapter 2.08.010 “Councilmembers’ Salaries” Of The Pinole Municipal Code **Action: Conduct Second Reading and Adopt an Ordinance Amending Chapter 2.08.010 “Councilmembers’ Salaries” of the Pinole Municipal Code. (Eric Casher)**
- F. Adopt a Resolution Authorizing the City of Pinole to Participate in the Green Empowerment Zone for the Northern Waterfront Area of Contra Costa County **Action: Adopt Resolution per Staff Recommendation (Lilly Whalen)**
- G. Resolution Of The City Council Of Pinole, California, Placing Liens On Properties Situated In The City Of Pinole, County Of Contra Costa, State Of California, More Particularly Described

As Unpaid Waste Collection Charges From An Administrative Hearing Conducted October 3, 2024 **Action: Adopt Resolution per Staff Recommendation (Roxane Stone)**

- H. Approve The Purchase Of Equipment (Brush Chipper) For Public Works **Action: Adopt Resolution per Staff Recommendation (Joseph Bingaman, Sanjay Mishra)**
- I. Authorize The City Manager To Execute The Purchase Of Staff Vehicles For Community Development And Community Services Department **Action: Adopt Resolution per Staff Recommendation (Joseph Bingaman, Sanjay Mishra)**
- J. Approve amended Procurement Policy to authorize City Manger to accept donations and grants up to \$45,000 **Action: Adopt Resolution per Staff Recommendation (Kelcey Young)**

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.**

None

11. OLD BUSINESS

None

12. NEW BUSINESS

- A. Pinole Valley Park Soccer Field Donation **Action: Adopt Resolution per Staff Recommendation (Andrea Dwyer)**

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 November 19, 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: Friday, October 11, 2024 at 3:15 pm

City Council

Agenda - October 15, 2024

Page 5



CITY COUNCIL REPORT

7.B.1.

DATE: OCTOBER 15, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: LILLY WHALEN, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: APPOINTMENT OF A REPRESENTATIVE AND ALTERNATE TO SERVE ON THE GREEN EMPOWERMENT ZONE BOARD OF DIRECTORS

RECOMMENDATION

Staff recommends the City Council appoint One (1) Voting Representative and One (1) Alternate to represent the City of Pinole on the Green Empowerment Zone Board of Directors

BACKGROUND

AB 844, authored by California State Assemblymember Grayson and signed into law on September 28, 2021, established the Green Empowerment Zone (GEZ) for the Northern Waterfront area of Contra Costa County. Effective until January 1, 2028, the law is codified as Chapter 34, Division 7 of Title 1 of the Government Code. The purpose of the GEZ is to build upon the comparative advantage provided by the regional concentration of highly skilled energy industry workers in the area by prioritizing access to tax incentives, grants, loan programs, workforce training, and private-sector investment in the renewable energy sector. The GEZ initially included the cities of Antioch, Benicia, Brentwood, Concord, Hercules, Martinez, Oakley, Pittsburg, Vallejo, and the unincorporated areas of Contra Costa County north of CA State Highway 4. On April 19, 2024, the GEZ Board expanded the zone to include the cities of Pinole, El Cerrito, San Pablo and Richmond. To participate, the City Council must adopt a resolution authorizing its inclusion in the GEZ and appoint a voting representative, along with an alternate, to serve on the Board of Directors. This agenda item is to appoint one representative and one alternate to serve on the GEZ Board of Directors. A separate agenda item will consider the adoption of the resolution authorizing inclusion in the GEZ.

REVIEW AND ANALYSIS

AB 844 defines the governing structure as a Board of Directors with seven stakeholder groups serving as voting directors. The stakeholder groups and number of voting representatives allocated to each are as follows:

Stakeholder Group Name	Number of Voting Representatives Allocated
Local government	14
Large employers	5
State government	5
Small business & economic development	5
Universities, laboratories & foundations	5

with green energy expertise	
Private sector organized labor organizations	5
Workforce development, public & private educational entities	5
Total 44	

The GEZ meets in person at 1026 Escobar Street in Martinez on the third Friday of every other month from 9:30am to noon (i.e., six meetings per year). More information about the governing board can be found [on the County's GEZ website](#).

Each local government is required to appoint one representative and one alternate who serve a two-year term on the board of directors.

FISCAL IMPACT

There is no fiscal impact associated with appointing a representative and alternate to serve on the GEZ

ATTACHMENTS

None



Proclamation

INDIGENOUS PEOPLES' DAY OCTOBER 14, 2024

WHEREAS, the idea of Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations-sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, A growing number of cities and towns in the United States have recognized the second Monday of October as "Indigenous Peoples' Day", re-imagining Columbus Day as an opportunity to celebrate indigenous heritage and resiliency; and

WHEREAS, The United States endorsed the United Nations Declaration of Rights of Indigenous People on December 16, 2010; and

WHEREAS, for centuries, Indigenous Peoples were forcibly removed from ancestral lands, displaced, assimilated, and banned from worshipping or performing many sacred ceremonies; and

WHEREAS, the City of Pinole acknowledges that Indigenous People are the true Native Americans, as they are the first inhabitants and caretakers of the land now called America; and

WHEREAS, the City of Pinole recognizes and honors the land that is currently home to many past and current city-owned properties as historically aboriginal territories and Indigenous lands; and

WHEREAS, the City of Pinole joins the President of the United States and the Governor of California by acknowledging, honoring, and celebrating the perseverance and rich diversity of Indigenous People, as well as the contributions and immeasurable positive impact that Indigenous People have made to every aspect of American society; and

WHEREAS, the City of Pinole also joins the Governor of California in solidarity and support of Native- and Indigenous-led movements toward balance, reciprocity and respect; and

WHEREAS, on this second Monday of October, we should honor the historic, cultural, and contemporary significance of Indigenous Peoples and their ancestral lands that also became known as the Americas and celebrate their contributions to communities throughout the land we call Pinole, the United States, and all over the world.

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 proclaim **OCTOBER 14, 2024**, as **INDIGENOUS PEOPLES' DAY** in the City of Pinole, and encourage all citizens to honor the perseverance and courage of Indigenous peoples, show our gratitude for the myriad contributions they have made to our world, and renew our commitment to respect Tribal sovereignty and self-determination.

MAUREEN TOMS
MAYOR of the City of Pinole

Dated: October 15, 2024





Proclamation

ROSH HASHANAH OCTOBER 2- 4, 2024

***WHEREAS**, the name "Rosh Hashanah" means, literally, "head of the year" or "first of the year." Rosh Hashanah is commonly known as the Jewish New Year; and*

***WHEREAS**, this two-day festival marks the anniversary of human creation—and the special relationship between humans and God, the creator; and*

***WHEREAS**, Rosh Hashanah begins with the sounding of the shofar, an instrument made of a ram's horn, proclaiming God as King of the Universe, just as a trumpet would be sounded at a king's coronation; and*

***WHEREAS**, the sound of the shofar is also a call to repentance—to wake up and re-examine our commitment to God and to correct our ways. Thus begins the "Ten Days of Repentance" which ends with Yom Kippur, the "Day of Atonement."; and*

***WHEREAS**, during this time, further introspection takes place. Other positive ways to use this time for spiritual enrichment is to pray, perform charitable deeds, acts of loving kindness, seek forgiveness, and reconciliation with others; and*

***WHEREAS**, it is said that one's actions between Rosh Hashanah and Yom Yippur can change God's judgments toward us into blessings; and*

***WHEREAS**, Rosh Hashanah is often celebrated with special foods, like apples dipped in honey, which symbolize the hope of a sweet year to come; 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 **OCTOBER 2-4, 2024 AS ROSH HASHANAH** in the City of Pinole.*

MAUREEN TOMS
MAYOR of the City of Pinole

Dated: October 15, 2024





Proclamation

BREAST CANCER AWARENESS MONTH OCTOBER 2024

***WHEREAS**, October is National Breast Cancer Awareness Month, which is an annual campaign to promote screening and prevention of the disease, which affects one in eight women in the United States every year and 2.3 million women worldwide; and*

***WHEREAS**, in 2024, more than 360,000 people will be diagnosed with breast cancer; and*

***WHEREAS**, this year, and estimated 42,250 women will die from breast cancer in the United States; and*

***WHEREAS**, Knowledge is power. Knowing the facts surrounding breast cancer can help you prioritize your breast health, support a loved one in their breast health journey, or feel prepared when faced with a difficult discussion or diagnosis; and*

***WHEREAS**, although rare, men get breast cancer too. In 2024, an estimated 2,800 men will be diagnosed with breast cancer in the U.S.; and*

***WHEREAS**, with routine mammogram screening and follow-up testing, the disease can be detected early so it can be most effectively treated and save lives; and*

***WHEREAS**, according to the American Cancer Society, when breast cancer is detected early, and is in the localized stage, the 5-year relative survival rate is 99%; and*

***WHEREAS**, on average, every 2 minutes a woman is diagnosed with breast cancer in the United States; and*

***WHEREAS**, there are over 4 million breast cancer survivors in the United States.*

***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 proclaim **OCTOBER 2024** as **BREAST CANCER AWARENESS MONTH** in the City of Pinole, and encourage citizens, government agencies, private businesses, nonprofit organizations, and other interested groups to join in activities that will increase awareness of what Americans can do to prevent and control breast cancer, and pay tribute to those who have lost their lives to this disease.*

MAUREEN TOMS
MAYOR of the City of Pinole

Dated: October 15, 2024





Proclamation

LGBTQ+ HISTORY MONTH OCTOBER 2024

WHEREAS, LGBTQ+ History Month is a month-long celebration of the history of the diverse and beautiful lesbian, gay, bisexual, transgender, and queer community and the importance of civil rights movements in progressing gay rights; and

WHEREAS, LGBTQ+ History Month celebrates the achievements of 31 lesbian, gay, bisexual, or transgender icons; and

WHEREAS, the 31 icons are: Marin Alsop, Chasten Buttigieg, Madeline Davis, Elana Dykewomon, Tessa Ganserer, Roxane Gay, Lesley Gore, Miss Major Griffin-Gracy, Brittney Griner, Maura Healey, Jazmine Hughes, Eddie Izzard, Michael R. Jackson, Leslie Jordan, Tina Kotek, Marijane Meaker, Scott Miner, Ryan Murphy, Carl Nassib, Stu Rasmussen, Allen Schindler Jr., Charles Silverstein, Andrew Solomon, Michael Stipe, Kara Swisher, André Leon Talley, Doris Taylor, Evelyn Thomas, Mpho Tutu van Furth, Samira Wiley, Penny Wong; and

WHEREAS, in 1994, Rodney Wilson, a Missouri high school teacher, believed a month should be dedicated to the celebration and teaching of gay and lesbian history, and gathered other teachers and community leaders; and

WHEREAS, October was selected because public schools are in session and existing traditions, such as Coming Out Day (October 11), occur that month; and

WHEREAS, The LGBTQ+ community is the only community worldwide that is not taught its history at home, in public schools or in religious institutions; and

WHEREAS, the 2024 theme is 'Medicine #UnderTheScope'. The 2024 theme celebrates LGBTQ+ peoples' contribution to the field of Medicine and Healthcare both historically and today; and

WHEREAS, LGBTQ+ History Month provides role models, builds community, and makes the civil rights statement about their extraordinary national and international contributions; and

WHEREAS, in December 2022, Devin T. Murphy was sworn in as the first openly gay Mayor in Pinole's history; and

WHEREAS, LGBTQ+ History Month now also includes Ally Week, during which students are encouraged to be allies with LGBTQ+ members and stand up against bullying, Spirit Day on October 20, on which the color purple is worn in solidarity with LGBTQ+ youth, and the death anniversary of Matthew Shepard, a 21-year-old who was murdered in a hate crime on October 12, 1998, 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 2024 as LGBTQ+ HISTORY MONTH** in the City of Pinole and urge all citizens to recognize the achievements of the LGBTQ+ community, and to celebrate the great diversity of all people.



MAUREEN TOMS
MAYOR of the City of Pinole

Dated: October 15, 2024





Proclamation

FILIPINO AMERICAN HISTORY MONTH OCTOBER 2024

WHEREAS, Filipino American History Month or FAHM, is celebrated annually in October, commemorating the arrival of the first Filipinos in modern-day Morro Bay, California in the United States on October 18, 1587; and

WHEREAS, following years of campaigning and advocacy by both the civil society and organizations, the Filipino American National Historical Society established Filipino American History Month in 1992 and in 2009, Congress recognized the month of October officially as Filipino American History Month in the U.S; and

WHEREAS, the lived experiences of Filipino Americans reflect a rich history, culture, and diverse identities; and

WHEREAS, President Obama celebrated the first FAHM at the White House; and

WHEREAS, Filipino American servicemen and servicewomen have a longstanding history in the Armed Forces from the Civil War to the Iraq and Afghanistan conflicts, including the 25,000 Filipinos who fought under the United States flag during WWII to protect and defend this country; and

WHEREAS, nine Filipino Americans have received the Congressional Medal of Honor, the highest award for valor in action against an enemy force that can be bestowed upon an individual serving in the United States Armed Forces; and

WHEREAS, Filipino American farmworkers and labor leaders, such as Philip Vera Cruz and Larry Itliong, played an integral role in building the multiethnic United Farm Workers movement, alongside Cesar Chávez, Dolores Huerta, and other Latino workers; and

WHEREAS, Filipino Americans are an integral part of the United States health care system as nurses, doctors, and other medical professions; and

WHEREAS, Benjamin Reyes II, former Pinole City Attorney, was appointed as the first Filipino American Judge in Contra Costa County; and

WHEREAS, Eric Casher, who is of Filipino American descent, succeeded Benjamin Reyes II and was appointed and has served as Pinole's City Attorney in 2017; and

WHEREAS, in December 2022, Cameron Sasai, was elected to serve on the Pinole City Council as the First Filipino American since the City's founding; and

WHEREAS, it is necessary to instill in our youth the importance of education, history, ethnicity in creating eminent role models, establishing proud cultural identities, and producing exceptional citizens of this nation.

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, proudly recognize **OCTOBER 2024** as **FILIPINO AMERICAN HISTORY MONTH** and call on all citizens to observe this month with appropriate programs, ceremonies, and activities.

MAUREEN TOMS
MAYOR of the City of Pinole

Dated: October 15, 2024





Proclamation

CODE ENFORCEMENT OFFICER APPRECIATION WEEK OCTOBER 7-11 2024

***WHEREAS**, the State of California has proclaimed the 2nd week of October as Code Enforcement Officer Appreciation Week; and*

***WHEREAS**, Code Enforcement Officers provide for the Safety, health and welfare of the City of Pinole citizens, through the enforcement of local, state and federal laws and ordinances dealing with various issues of building, zoning, housing, environmental, health and life safety; and*

***WHEREAS**, Code Enforcement Officers have challenging and demanding roles and often do not receive recognition for the job they do in improving quality of life for residents and businesses of local communities; and*

***WHEREAS**, the role of many Code Enforcement Officers has expanded in recent years with jurisdictions increasingly relying on the expertise and training of Code Enforcement officers in their communities; and*

***WHEREAS**, Code Enforcement Officers are dedicated, highly qualified, and highly trained professionals who share the goals of preventing neighborhood deterioration, enhancing communities, ensuring safety, and preserving property values through knowledge, training, and application of housing, zoning and nuisance laws; and*

***WHEREAS**, City of Pinole's Code Enforcement Division is staffed by one dedicated Certified Code Enforcement Officer and one part-time seasonal weed-abatement Officer; and*

***WHEREAS**, in 2023, the Code Enforcement Division conducted over 2,000 inspections and resolved more than 350 cases, primarily addressing unmaintained vegetation, building code violations, and attractive nuisances, most of which were prompted by community complaints; and*

***WHEREAS**, the City of Pinole wants to recognize and honor the Code Enforcement Officers that serve our community and acknowledge their role in leading the way to improve quality of life within our community.*

***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 **October 7 – 11, 2024, and annually thereafter, be known as CODE ENFORCEMENT OFFICER APPRECIATION WEEK** in the City of Pinole. I urge all residents to recognize and appreciate our Code Enforcement Staff's dedication to keeping our neighborhoods safe, well-maintained, and vibrant through their expert enforcement of housing, zoning, and nuisance laws.*

Maureen Toms

MAUREEN TOMS
MAYOR of the City of Pinole

Dated: October 15, 2024



**CITY COUNCIL MEETING
MINUTES
September 17, 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 5:01 p.m. and led the Pledge of Allegiance.

2. LAND ACKNOWLEDGEMENT

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

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

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

A. COUNCILMEMBERS PRESENT

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
Andrea Dwyer, Community Services Director
Markisha Guillory, Finance Director
Lilly Whalen, Community Development Director
Kapil Amin, Sustainability Fellow
Fiona Epps, Assistant to the City Manager
Roxane Stone, Deputy City Clerk

City Clerk Heather Bell announced the agenda had been posted on September 12, 2024, at 4:30 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: None

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.

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

There was no Closed Session.

6. CITIZENS TO BE HEARD (Public Comments)

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

Irma Ruport, Pinole, commented over the past couple of days, there had been some campaign issues/violations discussed on the NextDoor platform. She asked the City Attorney and the City Clerk to establish ground rules and send out information to campaigns and their staff on what was and was not permitted including the use of literature, City Hall and City employees, as examples. She would appreciate that someone on staff lead everyone to a path of neutrality to ensure fairness to all in the upcoming election. She found pitting neighbors against neighbors was not an ideal situation, there was a lot to deal with and everyone should be treated equally and fairly to ensure all rules and procedures were followed in the same way.

Mayor Toms moved onto Item 8. Recognitions / Presentations / Community Events at this time.

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. National Punctuation Day

The City Council read into the record a proclamation recognizing September 24, 2024 as National Punctuation Day, which was presented to Council member Martinez-Rubin in recognition of the work of former Pinole resident, journalist and author Jeff Rubin.

2. Constitution Day

The City Council read into the record a proclamation recognizing September 17, 2024 as Constitution Day, to be delivered by the Mayor to the eighth-grade class at St. Joseph School, which was currently studying the Constitution.

3. Hispanic – Latinx Heritage Month

The City Council read into the record a proclamation recognizing September 15 through October 15, 2024 as Hispanic – Latinx Heritage Month, with the proclamation to be delivered by the Mayor to Pinole Valley High School.

4. United Against Hate Week

The City Council read into the record a proclamation recognizing September 21 through 27, 2024 as United Against Hate Week (UAHW), with the proclamation presented to Community Services Department staff who were taking the lead on events for UAHW.

Community Services Director Andrea Dwyer highlighted the UAHW events planned in the City of Pinole during the month of September including the Take a Pledge stand.

5. Fire Prevention Week

The City Council read into the record a proclamation recognizing October 6 through 12, 2024 as Fire Prevention Week, which was presented to Contra Costa County Fire Protection District (CCCFPD) Battalion Chief Paul Silva.

6. California Firefighter Memorial Day

The City Council read into the record a proclamation recognizing October 12, 2024 as California Firefighter's Memorial Day, which was also presented to CCCFPD Battalion Chief Silva.

PUBLIC COMMENTS OPENED

Irma Ruport recognized the City of Pinole's firefighters and noted that the CCCFPD had become partners about a year ago. She requested the City Council meeting adjourn in memory of all firefighters who had lost their lives, and that the Mayor on behalf of the City Manager invite the CCCFPD to join the City's monthly Coffee with the City.

PUBLIC COMMENTS CLOSED

B. Presentations

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

Community Services Director Andrea Dwyer and Recreation Manager Maria Picazo presented a PowerPoint presentation on the Pinole Valley Park Project, which included an overview of the City's thirteen City Parks, five Community Parks and three undeveloped parcels including Hugh Young Open Space, Sarah Drive Park and View Park.

Key Strategy #1, *Enhance community health and fitness through diverse and engaging sport opportunities* and Goal 1.4: *Enable field sports to flourish in Pinole through the redevelopment of Pinole Valley Park sports turf areas* of the Parks Master Plan were also highlighted.

Pinole Valley Park (described as Pinole Valley East - Wright Avenue) and (Pinole Valley West - Savage Avenue) was clarified along with all of the existing amenities. Pinole Valley East consisted of open space. Pinole Valley West consisted of the baseball field, soccer field, playgrounds and other amenities. In terms of current park usage, there was none at Pinole Valley East. For Pinole Valley West, park usage included rentals, groups that wanted to rent the space for baseball or soccer or have the ability to allow residents to utilize the field, the space, or the Community Services Department to develop revenue for the use of the space. Pinole Valley West had been leased by the West Contra Costa Youth Soccer League and local groups used the baseball field. Site recommendations, as shown in the Parks Master Plan, included the rehabilitation of the soccer field at a cost of \$200,000. Different funding recommendations, potential collaboration and park potential were all highlighted.

Responding to questions from the City Council, Ms. Dwyer and Ms. Picazo clarified the following:

- Staff was exploring different funding sources, collaboration and potential grants. The soccer field at 65,000 square feet in size was fenced-in. The City had collaborated with the West Contra Costa Youth Soccer League, which was interested in expanding Pinole Valley Park usage with expanded participants, and the City had contacted contractors able to do the rehabilitation work. A quote of \$167,050 had been received for the rehabilitation work. There were no plans to “add to” but “rehabilitate” the soccer field. (Mayor Pro Tem Sasai)
- Capital Improvement Plan (CIP) Project PA #1901, Rehabilitation of Pinole Valley Park Soccer Field, was clarified. The Community Services Director was working with the Public Works and Community Development Directors on fees budgeted through different earmarks and CIP projects. The subject project would return to the City Council with more information on funding sources and possible collaboration, hopefully at the October 15, 2024 City Council meeting. The project was being presented now since the West Contra Costa Youth Soccer League was interested in collaborating with the City and staff was moving quickly to consider the opportunity the League wanted to invest in Pinole and the intention to start those conservations. The project may be viewed as a one-off due to this potential opportunity. (Murphy)
- The intent was to rehabilitate the Wright Avenue portion of the soccer field, not the Savage Avenue portion given the potential collaboration with the West Contra Costa Youth Soccer League, although the cost of rehabilitation of Savage Avenue had been scoped out and would be costly since it was larger in size. Moving forward with the collaboration would result in the savings of funds that had been identified for this area. Staff was working on how to move dollars and still enable funds to be put towards another park. (Murphy)
- Staff planned to return to the City Council on October 15, 2024 to get approval for the project. Some work was already underway since it was under the threshold for City Manager approval, and conversations with the West Contra Costa Youth Soccer League had commenced.

- The contractor had been made aware the City wanted to start as soon as possible once there was City Council approval, with the hope to have the project completed by the end of November/December 2024, and use of the field by spring 2025. (Murphy)
- The project would expand the use of the park and enhance the development of soccer teams. Soccer season was defined as August through November/December (fall season), depending on weather conditions, but some of the season could be extended. The spring season was typically March through the end of May. By having the field available and during breaks in the soccer season, it would open opportunities for the City of Pinole to host tournaments. (Martinez-Rubin)
- Acknowledged a recommendation for public input after use of the rehabilitated field to learn of any feedback from the use and the occupancy rate. The rehabilitation project would also expand partnership opportunities with groups and contractors that offered soccer to children and families and possible intern opportunities, and would be a revenue generator for the City. Given the field was fenced-in, it was also a safe space and the rehabilitated field could be used by not only the soccer league but by friends and families. The only limitations would be those consistent with existing park rules, which prohibited dogs and golfers on the field. (Martinez-Rubin)
- Acknowledged a discussion of the potential for street vendors, and vending and health requirements still needed to be discussed when the project returned for City Council consideration. (Martinez-Rubin)
- Acknowledged a request for a discussion of ongoing costs, escalators, management of gophers, irrigation system timers and scheduling when the project returned for City Council consideration. Clarified the City had recently invested in a company specializing in gopher prevention. Staff would return with specific costs for the gopher prevention service and any costs moving forward. Clarified the estimated cost for the project included the cost of irrigation. In terms of ongoing costs for the turf of the field, consideration of a Blueridge turf was on the table for collaboration, would be low maintenance and drought tolerant but more maintenance cost information could be provided from the Public Works Department. (Tave)
- The field would be required to be closed for a period of time for the winter season to allow the field to rest, and community engagement would be needed to inform the public about the closure. (Tave)
- The potential for expanding the existing parking had not been explored at this time. (Tave)
- The fence around the field would remain “as-is” and staff would work to ensure the field did not fall into disrepair due to dog use since dogs were prohibited in using the field. (Mayor Toms)

PUBLIC COMMENTS OPENED

Peter Myers, West Contra Costa Youth Soccer League Boardmember, reported the in-house League had increased in size since the pandemic, with more competitive club teams.

Mr. Myers added that while the league had expanded, there were no additional fields. The current sources for playing fields included the West Contra Costa Unified School District (WCCUSD), City of Pinole and the City of Hercules.

Mr. Myers commented that the number of games and practices were huge, with Pinole Valley West field used for games in the spring. The field quality was rough due to gophers and in the summer when the irrigation was not operable Pinole Valley West had large ruts, causing tripping hazards. The soccer field was not just for kids, but also for pick-up soccer communities for adults with the potential for field rentals for other leagues. He noted both the cities of Hercules and Pinole were in a race for families' unsure of which community to purchase a home and suggested fields and parks played a huge role when considering where to purchase. He added that being able to safely cross the street was also a factor and he found the City was doing a great job to address that issue.

Irma Ruport emphasized the importance of local fields for youth and parents. She understood the biggest problem was who would set up and maintain the fields and asked that the project also be presented to the Community Services Commission for input. If not, she asked to be part of the process given the costs and the need for labor and donations and suggested many parents would step up to do what they could. She suggested it would take the community to bring something like this together and she liked the idea of bringing this project to the City of Pinole and getting started.

Anthony Vossbrink, Pinole, commented he had two children who had been raised in Pinole, and suggested before the City rushed into this, he would like the City to consider the limited parking in the area, which was also highly trafficked with no plans for improvement. He suggested the existing fencing may be an issue since only three quarters of the Wright Avenue soccer field was enclosed while the remainder consisted of an old broken-down rail fence adjoining the skate park that had not been repaired or restored. Repair or replacement of that fence may add to the project cost. He suggested the cost of grass versus artificial turf should also be explored given the different types of turf that may reduce costs. He suggested the City of Pinole should consult with other jurisdictions, such as the Town of Danville and the cities of San Ramon and Pleasanton about the different surfaces that could be used to reduce costs.

PUBLIC COMMENTS CLOSED

Mayor Toms understood no action was being asked of the City Council at this time in that the presentation was information only. Having reviewed the street view on Google, and in response to pedestrian safety concerns, she noted there was currently a crosswalk on the eastern three-way intersection of Wright Avenue and Pinole Valley Road but no crosswalk across Wright Avenue and none on the other part of Pinole Valley Road. She asked that the Public Works Department take a look at that given there was a lot of good on-street parking on Pinole Valley Road on the other side of the street between Wright Avenue, Martinez Court and Simas Avenue, which worked if people could safely get across the street.

Council member Tave commented that due to the geometry of the street and line of sight problems coming down the hill, that should be reviewed as well.

Community Services Director Dwyer clarified this was not a new park or new build and those issues had not been added as an observation since this was an existing park, but she would loop back with the City Manager and Public Works Director on the issue.

Council member Murphy asked whether the same presentation would be provided to the Community Services Commission and Community Services Director Dwyer reported the Community Services Commission had been scheduled to meet in September where an informational presentation could be made.

Mayor Toms looked forward to more information in October. She thanked the members of the West Contra Costa Youth Soccer League present in the audience.

The City Council returned to the remaining agenda items.

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements:

Mayor Toms reported she had attended the Mayors' Conference with a discussion and presentation on the Community College District, report on a helicopter to be placed at the former Byron Boys Ranch in East County for two months for fire service emergencies, a collaboration between CCCFPD and PG&E, and a report from the East Bay Municipal Utility District (EBMUD) Government Services related to customers that fell late in payment. EBMUD proposed a program that would change their meters where there would be enough water pressure for safety reasons, but the flow into a home would otherwise be massively decreased for a customer who had not paid their bill. She also reported there would be an East Bay Hills Wildfire Coordinating meeting in the City of El Cerrito on September 23, 2024, and the West County Mayors' Conference would be held on September 26, 2024 in the City of Pinole Council Chambers.

Mayor Toms also reported she had attended the funeral services for Steven Alameda, a long-time volunteer through the WCCUSD who retired in 2011 and who went on to work for the Salesian Boys and Girls Club. She stated his family had been grateful the City Council meeting of September 3, 2024 had adjourned in his memory. She had also visited Jean Clark Ulversoy, who had been recognized by the City Council in 2023 for her 100th birthday. Now at 101, she provided Ms. Ulversoy's history of her life on San Pablo Avenue in 1932, and she was confident that information would be shared with the Pinole Historical Society.

B. Mayoral & Council Appointments: None

C. City Council Committee Reports & Communications

Council member Murphy reported that September 17, 2024 was National Voter Registration Day and he highlighted the coordinated effort to get people to register to vote. He had also recently joined young students at Pinole Valley High School to discuss the importance of voting, how to register to vote, provided information on the state automatic voting laws through the Department of Motor Vehicles (DMV) and the criteria for pre-voting for those who were registered voters.

Council member Murphy thanked the History and Government Departments at Pinole Valley High School for inviting him and the students for their commitment to civic engagement. He encouraged people to use the hashtag “vote ready” to explain and tell their stories about how they were ready to vote in this election and view nationalvoterregistrationday.com or vote.ca.gov for more information.

Council member Murphy also reported the month of September was Work Force Development Month and National Preparedness Month, an annual nationwide campaign to remind everyone about preparing for emergencies and disasters, with more information at www.ready.gov/2024-nationalpreparedness-month-toolkit.

Council member Tave reported he had attended the El Sobrante Stroll; Latin American Independence Day Parade in Richmond/San Pablo; RecycleMore Board meeting and briefed the Council on all discussions. He also reported his son Reece’s birthday would be September 18, 2024 and he wished him a Happy Birthday.

D. Council Requests for Future Agenda Items: None

E. City Manager Report / Department Staff

City Manager Kelcey Young announced the Community Development Department had granted a temporary occupancy permit for Wings A and B of the Vista Woods affordable housing units, with the remaining units in Wings C and D expected to be ready early next year. The SAHA Project Valor Village was also near completion with plans to start leasing in November 2024.

City Manager Young also provided an update on the Chief of Police Recruitment process. At present there had been no agreement with the finalists, with the recruitment brochure being updated to be distributed this week and with the recruitment period to close on October 18, 2024. Staff was working through a community engagement piece for the recruitment process, to be communicated to the public once details had been finalized. Anyone desirous to discuss it were asked to contact her.

City Manager Young also reported the Food Bank of Contra Costa and Solano had been working hard and current low-income seniors 55 years of age or older may receive free groceries the second and fourth Tuesday of each month. The latest food distribution event of September 10, 2024 was highlighted with the next food distribution to be held on September 24, 2024. The Food Bank of Contra Costa and Solano Drive-Through Food Distribution Program held the second Monday of each month was also highlighted, with details of the event held on September 9, 2024 presented.

City Manager Young further reported UAHW would be recognized September 21 through 27, 2024 and she invited everyone to Take the Pledge at City Hall, Pinole Library and the Senior Center during business hours.

City Manager Young also provided the monthly maintenance update from the Public Works Department, which information was available in the Council Chambers and would be posted in The Pulse. The Public Works Department was also getting reading for Coastal Clean-Up scheduled for Saturday, September 21, 2024.

City Manager Young reminded everyone that National Night Out would be held on October 1, 2024. She added she was setting up office hours starting September 26, 2024, every Thursday from 3:00 to 4:00 p.m. for anyone in the community who wanted to drop in and meet with her.

Council member Tave asked the City Manager to provide an update on the Pinole pool.

City Manager Young reported the Pinole pool would be closed for the season. She understood the computer system that controlled the chemicals into the pool was not operating. The Public Works and Community Services Departments had notified the Pinole Seals and were working to resolve the situation so the pool could reopen for the next season.

F. City Attorney Report: None

PUBLIC COMMENTS OPENED (Items 7D through 7F)

Irma Ruport reported that the CCCFPD would host the National Marrow Donor Program and Stanford Blood Bank on October 13, 2024 from 10:00 a.m. to 2:00 p.m., and she asked everyone to join at Station 74 and register as a bone marrow donor and donate blood to help those suffering from cancer. She asked that the flyer for the event be posted on the Pinole Community Television (PCTV) scroll and advised that the event would also be advertised in the Marketplace newsletter.

Anthony Vossbrink asked the City Manager to provide more information on the status of the Police Chief recruitment process since he understood there had been qualified finalists/candidates, and he asked why a candidate had not been selected for the position. He also asked for a report from the Public Works Department as to why the Street Light Repair Program had been discontinued and noted the large number of street light outages up and down Pinole Valley Road. In addition, he asked about the status of the area behind the dog park trail where the Public Works Department had dumped debris blocking the trail and causing a potential safety hazard.

PUBLIC COMMENTS CLOSED

City Manager Young clarified the Police Chief recruitment search had not worked out. There was a candidate who had been in negotiations but that individual sought a higher salary range. She explained that recruitment for Police Chiefs had been a challenge nation-wide. The City had gone back out with the same search firm that had a guarantee in their contract to help the City through the process. As a result, there would be a new pool of candidates and she was reaching out throughout the country to encourage interested applicants. The City still planned to hire a candidate in mid-November and have that individual on-board soon.

Council member Murphy thanked the City Manager for providing the update. He looked forward to the updated search and he recognized community members wanted to continue to be involved in the hiring of the new Police Chief. He looked forward to the community engagement process as part of the recruitment process. He also thanked the Public Works Department for providing its annual report and he was pleased to see over the past month numerous pot holes had been filled in a number of City streets, which he saw as a big success for the Public Works Department. He encouraged the public to continue to utilize the City's new website and report any problems at pinole.gov.

Council member Murphy otherwise commented that some members of the community had expressed concern with some trees that had been cut down on Goularte Drive, and he asked whether staff was tracking the trees being removed in the hope that a tree or something similar would be replanted in the area. If that was not being done, he asked for that tracking to be done moving forward.

City Manager Young understood that work was being tracked but she would have to verify and get back to the City Council. She agreed that a larger discussion about strategizing was a good idea.

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 Amendment 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)**

Council member Martinez-Rubin requested that Item 9A be removed from the Consent Calendar for correction.

PUBLIC COMMENTS OPENED

Ann Moriarty referenced Item 9H and speaking on behalf of Friends of Pinole Creek Watershed, she welcomed the new City Manager to the City of Pinole. She thanked the City Council for adopting a “Single-Use Plastic Foodware and Bag Reduction” Ordinance to the Pinole Municipal Code (PMC). In particular, she thanked Community Development Director Lilly Whalen and Sustainability Fellow Kapil Amin for their thorough work and tireless attention to this matter; the City Council and staff for its support and the fact the resolution provided technical assistance to businesses that would go a long way to making the ordinance a success in reducing the amount of plastic waste in the community. She also thanked Code Enforcement Officer I Sarrah Patton for her work with the property owner to install a fence to protect the creek from trash generated in the parking lot behind the bowling alley, to be completed this week, Public Works Director Sanjay Mishra and his staff for their tireless work to address trash in the community, and for the daily cleaning of the trail behind the King Valley Restaurant, which community members appreciated. She looked forward to the upcoming Coastal Clean-up at Bay Front Park on September 21 and she hoped to see everyone there.

Rafael Menis offered the following comments on the Consent Calendar:

- Item 9B, asked the nature of the payout to former Interim City Manager/Police Chief Neil Gang and whether it involved accrued vacation time or whether other factors had been included in the payout; Page 32 of 210 of the agenda packet, Vendor SWEEO-Roy Swearingen, Refund Office Expenses, City Treasurer, asked what expenses fell under the refund and Page 33 of 210 of the agenda packet, Vendor USB06 – US Bank, Statement Citywide, asked for clarification of “Cal-Card.”
- Item 9C, Page 41 of 210 of the agenda packet, requested clarification of the overall yield comparison and asked whether there were enough significant digits of accuracy to be able to report to that level of detail.
- Item 9D, Page 44 of 210 of the agenda packet, noted sales and use taxes were below the amended budgeted amount of general sales use tax category but slightly above the Measure S 2006 and Measure S 2014 categories and asked the reason why that was the case; and Page 46 of 210 of the agenda packet, the City Council and City Treasurer expenditures were above the amended budget amounts and asked why that was the case.

- Further with respect to Item 9D, Page 48 of 210 of the agenda packet, NPDES Storm Water Fund (Fund 207), revenues were less than the expected amount and he asked why that was the case since the revenues should be relatively routine and received by the end of the quarter with no normal reason for a variance; Page 49 of 210 of the agenda packet, the revenue amount was greater for the Recreation Fund and the expenditures were less than expected but they still added in more transfers from the General Fund or from Measure S 2014 to the Recreation Fund to offset and he requested clarification; Page 50 of 210 of the agenda packet, Growth Impact Fund (276), asked whether impact fee revenues being lowered as compared to planning fee revenues being higher was due to the timing of projects or some other reason; Page 51 of 210 of the agenda packet, the Sewer Enterprise Fund (Fund 500) revenue was at 99 percent of projected, not 100 percent, and he asked why there was a one percent difference; and Page 59 of 210 of the agenda packet, the budget charts included some increases and he asked what had changed to lead to increases of the magnitude shown.
- Item 9E, the expense seemed reasonable but asked of the ongoing cost of the current system being replaced; Page 70 of 210 of the agenda packet, the cost for the SmartCaption had been for 500 hours but could be for 100 hours, as shown, and he asked whether that would be renewed annually and what would happen if the City broadcast for over 600 hours per year, given the length of City Council and Planning Commission meetings and other City events, where that was not entirely unfeasible.
- Item 9G, Page 161 of 210 of the agenda packet, noted the costs as shown for the Subcontractor Cost (Plastic Reduction Project) at \$12,000, as opposed to the initial bid of approximately \$22,000, and asked what elements in particular of the overall bid had been covered in Pages 160 through 161 as being done by the primary contractor. The City felt that plastic production project would need more support, scope of work to be able to accomplish and whether as part of this process of being a subcontractor, whether it would be possible for the plastic reduction project to potentially gain skill in those areas or whether they would be exclusively working in the areas they were contracted for in particular. Noted the example shown on Page 171 of 210 of the agenda packet, the font size in the suggested outreach material was miniscule and suggested any outreach material being published use larger fonts.

Irma Ruport speaking to Item 9B, shared the same concerns Mr. Menis had raised with Item 9B. She suggested in the future the List of Warrants include more detail to avoid future questions. She also suggested if anyone had multiple questions, those questions should be provided in writing to the Mayor and City Manager to allow staff the opportunity to respond in a public forum.

Mayor Toms noted that staff was always available to answer questions ahead of time but asked whether the Finance Director would be able to address any of the questions raised.

Finance Director Markisha Guillory advised she would have to get back to Mr. Menis for some of the questions on Item 9B. Responding to the questions on Item 9B and the payout to Police Chief Gang, she clarified the payouts were accrued vacation, sick and administrative leaves and were customary payouts for any employee who separated from the City. In terms of the refund to the City Treasurer, she clarified the City refunded for printing costs to print City documents, such as the budget or financial reports, which was what the reimbursement was for.

Responding to the questions about Cal-Card, Ms. Guillory clarified that was a City-issued credit card to several staff members, for small dollar purchases that did not require a formal purchase order. There was a minimum of \$2,500 per month, and for Directors, it was \$5,000 per month for small dollar purchases, which included items such as office supplies, maintenance supplies, and safety equipment on the lower dollar end. As to the questions on the budget, she would respond to Mr. Menis' questions via email.

Anthony Vossbrink referenced Item 9B and the separation agreement for the former Interim City Manager/Police Chief. He found it odd the payout of around \$130,000 was close to the exact dollar amount of the agreement struck with the employment contract for the former City Manager who went to work in the City of Berkeley before finally landing in the City of Vallejo. For Item 9G, he asked for clarification of the expense of \$67,050 for plastic and environmental administration/consultation since that amount appeared high and he asked whether that cost was consistent with other cities of similar size to Pinole.

Mayor Toms clarified former Police Chief Gang had been with the City of Pinole over ten years and had accrued a lot of vacation time and he was entitled to be reimbursed on his way out.

Community Development Director Lilly Whalen provided further clarification and stated with respect to the recommended contract for Item 9G, the City received proposals from seven different entities, one of the proposals had come from a volunteer group that helped the City with surveying work and that group had proposed on certain aspects of the Request for Proposal (RFP), not the entire RFP, and when that group had been brought together with Environmental Innovations (EI), staff worked out what they could provide the City with the most success in implementing the Single-Use Plastic Reduction Ordinance. This group also had food service background and their responsibilities in the RFP had been adjusted as a result. As to the breakdown of the budget for the contracts for Item 9G, she clarified the contract was \$5,000 less than the total on the agenda for printing of materials and distribution to businesses, with the remainder of the contract with EI, a portion of which was subcontractor work.

Sustainability Fellow Kapil Amin further highlighted the breakdown of the contract details for Item 9G, with technical assistance being crucial given the nuances of the Single-Use Plastics Reduction Ordinance. It was important to have business compliance and clarify what the waste hauler may accept and it was important that businesses were aware what foodware was compliant, what was not, and who had streamlined the entire process making it easy during the transition for business to be able to reduce costs and provide cost-effective solutions for small businesses. That would include the provision of a foodware purchasing guide that would streamline all links to different distributors, in-person meetings would be held to determine whether reusables could be implemented in a business, education provided on different legislation and ordinances and assistance on the process required for waivers or extension of time.

Community Development Director Whalen clarified the City Council may set the level of technical assistance to be provided to the business community. The ordinance required a minimum level of technical assistance. The technical assistance to be provided would be robust given that an inadequate level would result in additional costs for code enforcement to enforce the ordinance.

Mr. Menis asked to respond to comments from the public and the City Council towards him directly related to the request that he submit his questions in writing to the City Council or staff.

Mr. Menis stated he would submit his questions in writing when he was able, but he had been unable to do that this time and apologized to staff, recognizing it would have been simpler for staff if he had done so. He suggested that presenting his comments verbally provided a benefit to the City Council and the community allowing staff to answer the questions during the meeting, if able.

Debbie Long referenced the revenue at 195 percent of other revenue and she assumed it was from one-time monies, either from the sale of property or permits for the former Doctor's Hospital site. If it was one-time money, she suggested it should actually be accounted for in a separate line item and be differentiated as one-time income.

Fiona Epps, Assistant to the City Manager, clarified Mr. Menis' questions related to Item 9E and explained the ongoing expenses and cost of the current system was approximately \$9,425 annually. The City had used three different systems to account for what the new broadcast server would provide, which would save about \$3,487 from what the current system cost and result in a better use of resources. She also clarified the closed captioning amount at 200 hours and noted this was an à la carte service that could be purchased, as needed, with an estimated use of about 180 hours per year, with City Council meetings and some other government meetings the City produced. When needed, the City could make that purchase and it also provided time to look at other cost-effective options to meet the Federal Communication Commission (FCC) requirements for closed captioning.

PUBLIC COMMENTS CLOSED

Council member Martinez-Rubin requested the following revision to Item 9A:

Revise the second sentence of the first paragraph of Page 4 (Page 15 of 210 of the agenda packet) of the September 3, 2024 meeting minutes, to read:

She [Council member Martinez-Rubin] referenced a Zoom meeting for community members 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.

ACTION: Motion by Council member Murphy/Mayor Pro Tem Sasai to adopt Consent Calendar Item 9A (as amended by Mr. Menis and Council member Martinez-Rubin) and Items 9B through 9I, as shown.

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

10. PUBLIC HEARINGS

A. Introduction and First Reading of an 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)

City Attorney Eric Casher provided a brief verbal report to introduce the first reading of an ordinance amending Chapter 2.08.010 of the PMC to increase Council Members' Salaries. He asked the City Council to conduct the public hearing and waive the first reading of the ordinance.

PUBLIC HEARING OPENED

Rafael Menis opposed the amendment to the ordinance, and while he understood the equity concerns of having Council members be underpaid relative to others doing similar work and other Council members in the region doing similar work, given the current state of the City's finances and the fact the City Council was asking the community to pass a sales tax measure and were likely to request further tax measures in the future, a salary increase of the proposed percentile magnitude was substantial. He suggested if the City Council wanted to move forward with a salary increase it should do so without restricting the City Council's future potential salary increases in an amount that was not as large. He suggested it did not look great politically for the City Council to consider a substantial increase while also asking the community to increase sales taxes.

Irma Ruport disagreed and suggested the City Council should increase its salary. She read a lot about other cities raising Council member salaries and found the City Council deserved it, an increase had not been considered in a while and it would not make a dent on the budget. The increase was deserved, it would not go into effect until next year and it was important to deliver this increase since it was not a lot of money. In her opinion, the City Council deserved the salary increase since Council members volunteered so much of their time.

Anthony Vossbrink commented as a senior living on a fixed income, he agreed and concurred with the comments from Mr. Menis. He recommended the City Council consider tiering the salary increase rather than considering a larger percent of money similar to what seniors received when the lunch program cost was raised from \$7 to \$10, which he pointed out was the highest lunch program in Contra Costa County for seniors on a fixed income.

Mr. Vossbrink suggested a tiered increase over one, two or three-year period would be more acceptable under the City's current financial condition and since the City would be asking residents to increase the tax base, with more tax increases likely in the future. In addition, he recommended the Planning Commission salaries be evaluated as well since those individuals put in a lot of time with the City as well.

PUBLIC HEARING CLOSED

City Attorney Casher responded to Council member Murphy as to the timing of this item, and clarified the item had been heard by the City Council in April 2023, and the direction was to bring it to the Municipal Code Update Subcommittee, although there had been a number of other ordinances that were more time sensitive that had to be moved forward such as the Single-Use Plastic Ordinance. He explained that the subject ordinance had not been prioritized.

Council member Martinez-Rubin commented that if approved, the increase in salary would be for those City Council members who would enter into a new term. For a five-member Council, it would be two people and if the three others were to get back on the City Council in their year of election, then the amount would be catching up so it would be about two years where three Council members would receive \$562 per month and two Council members would receive \$759 per month. She found that was not equitable and asked the City Attorney to provide clarification.

City Attorney Casher explained the policy behind state law was to prevent and prohibit sitting Council members from increasing their salary during their terms, which was why the law stipulated that the increase would go into effect at the end of term. The law also provided the City Council may increase salaries annually and that could be discussed annually but it would not go into effect until the start of the next term of a Council member.

Council member Tave again clarified with the City Attorney the City Council was being asked to vote on an item that would affect future Council members, whomever they may be, not sitting Council members.

City Clerk Bell suggested it would be helpful to think of it as a Council seat, and not an individual Council member, and there were staggered seats on the City Council.

Responding to Council member Martinez-Rubin as to how the increase had been calculated, City Attorney Casher reiterated this topic had been discussed in April 2023, and since there had been no change since 2016, there had been a discussion at the City Council level that this increase be considered annually to avoid a significant increase each time the topic was revisited.

Mayor Pro Tem Sasai again asked how staff calculated the proposed increase, to which City Attorney Casher stated he could not recall the exact calculation but the City Council had discussed an increase of three to four percent each year, which was around the number the subcommittee had arrived at, and while not an even number was a result of the discussions.

Mayor Pro Tem Sasai commented on the comparison of monthly salaries for neighboring jurisdictions, as outlined in the September 17, 2024 staff report, and the state cap of \$950.00, and asked how those communities had arrived at those numbers.

City Attorney Casher commented that the monthly salary had been dependent on the population of the City. For cities of 35,000 to 50,000 in population, larger than the City of Pinole, the Council member salary could be up to \$1,275. For cities with a population larger than 250,000, a Council member could have a monthly salary of \$3,200. The City of Pinole fell into the category of a population of 35,000 or below with a salary cap of \$950.00 per month, but the City Council may exceed that amount, and every year increase the salary above \$950.00 per month subject to restrictions on when that could be done as provided in the Government Code. The ordinance, as written, would have to be brought back each year if the City Council were to consider an increase each year, although language could be added to the ordinance that would provide for a three-percent annual increase and was something the City Council may consider.

Mayor Pro Tem Sasai commented he had gone back and forth on his stance with this issue. He supported the increase in salary due to the findings in the ordinance, including the fourth whereas clause that reads:

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.

Mayor Pro Tem Sasai stated he wanted to make government as accessible as possible and not keep low-income persons from wanting to run for office. He also considered when calculations had been done to arrive at the monthly salary they were being based off of a Council salary that had not been adopted with equity in mind, and the state allowing cities to increase the salary to \$950.00 per month was an option he hoped would be feasible.

Council member Murphy commended Senator Dodd's bill that made this salary increase possible, and noted the California League of Cities and the National Association for the Advancement of Colored People (NAACP) backed the bill, which was important for cities with a population under 35,000. He also found it important to understand the intent of the bill was to boost participation and diversity on California City Councils and it was important to bring all salaries, including staff salaries in-line with the cost of living. He also hoped to align the maximum capacity of the bill with the current salary conversations and suggested the City Attorney made a good point to review the City Council salary either annually or biannually, and at the same time as the City's bargaining units and Management Compensation Plan were looking at it in the lens of the City's budget and performance.

Council member Murphy added the City Council members who served long hours and made critical decisions for the community had the ability to go to the voters and seek election or re-election, and that salary was tied to that commitment. He supported the item and suggested the City Council move to a \$950.00 salary with annual consideration for increase.

City Attorney Casher clarified the statute did not allow for an automatic increase and the City Council would need to have an ordinance brought forward every year, but he would work with the Finance Director and staff on a way through the budget process to discuss this topic and get some authority on the number and then bring the ordinance back annually through the budget cycle. If that was the will of the City Council something annually could be considered as opposed to a larger increase every four or five years.

Council member Murphy suggested the City Council should review the salary increase annually or align this conversation similar to how the Council negotiated with the City's bargaining units. He understood all bargaining units had been aligned into the same rotation and the same thing should be done here, with the exception of the Management Compensation Plan, which was reviewed annually but was considered along with the two-year negotiations with the bargaining units. He offered a motion to that effect. He also offered a motion to amend the proposed ordinance with a change in monthly salary from \$562.50 to \$950.00, and that all areas where the amount of \$562.50 had been shown in the ordinance be amended to read \$950.00.

Council member Murphy restated his motion, when asked by the Mayor Pro Tem, which was to align the consideration of the PMC with the two-year negotiations with the City's bargaining units, similar to how the City Council was looking at the salaries of public employees and look at the City Council salaries as well, and seek to have conversations about budget feasibilities and adjustments, and to amend the ordinance with an increase from \$562.50 to \$950.00.

On the motion, Mayor Pro Tem Sasai understood the first part of the motion meant that the City Council would look at the ordinance and update it in mid-2026 and mid-2028.

City Attorney Casher advised the City Council may see the ordinance every year if it wanted.

Council member Murphy suggested in this case it meant the City Council would look at in the spring of 2025 again but his intent was for an annual review similar to what was done with the Management Compensation Plan and every two-year negotiation with the City's bargaining units.

City Attorney Casher clarified the City Council may have a discussion item to receive direction but in order to affect the salary increase it must be done in the form of an ordinance.

Mayor Toms verified with the City Attorney that if there was a discussion in 2025, it would not take effect for all Council members until the following election and it would only be for the new City Council terms.

City Attorney Casher commented at one time the City Council could only increase the monthly salary five percent per year based on the last year of the adjustment. He would have to calculate a five-percent increase starting in 2016 on the \$562.50 amount, and if that was less than \$950.00, it would have to be the number used since the City Council could only increase five percent per year from the date of the last adjustment. With that clarification, if there was an interest to increase to the maximum amount within \$950.00, that would be his only clarification since the number must be precise. He confirmed that in order for such an increase to take effect in January 2025 with the new term, it would need to be adopted in this calendar year. As such, the item could be continued to a meeting in October or November and still take effect and the exact amount would be available at that time. He further clarified that a new term would commence when Contra Costa County certified the election results with a formal swearing in, possibly in December.

City Clerk Bell reported that staff was looking at potentially scheduling the reorganization meeting the second meeting of December 2024, a decision that would be made soon. She added with the volume of mail-in ballots it was taking the County longer to certify elections.

On the suggestion by Council member Martinez-Rubin that the motion be made in two parts and not be combined, Mayor Toms restated the first part of Council member Murphy's motion to align this discussion with the times of the year when the City Council discussed the Management Compensation Plan.

Council member Murphy asked that his motion be considered as stated and not be separated. Mayor Pro Tem Sasai again seconded the original motion.

ACTION: Motion by Council member Murphy/Mayor Pro Tem Sasai to align the consideration of the Pinole Municipal Code with the two-year negotiations with the bargaining units, similar to how they were looking at salaries of public employees and look at the City Council salaries as well, and seek to have conversations about budget feasibilities and adjustments and amend the ordinance from \$562.50 to \$950.00.

Vote: Passed 3-2

Ayes:	Sasai, Murphy, Tave
Noes:	Toms, Martinez-Rubin
Abstain:	None
Absent:	None

Council member Murphy clarified with City Attorney Casher this was the first read of the ordinance with the second read to be considered on the Consent Calendar at the next meeting of the City Council, with the accurate amount to be provided by staff.

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.*

Rafael Menis highlighted upcoming community events including Coastal Clean-Up on September 21, 2024 at Bay Front Park and Pride Celebration in the City of El Sobrante at Lamoine Park on September 22, 2024 from 12:00 to 5:00 p.m. He also provided an update on Centers for Disease Control and Prevention (CDC) tracking for state hospitalization rates and overall concentrations in wastewater for COVID-19, with everything on a downward trend in rates, but he still recommended everyone get an updated booster shot and flu shot. He also took the opportunity to praise Planning Commissioner Christy Lam-Julian who was running for City Council and highlighted the work he had done with her during her time on the Planning Commission. He suggested she would be an excellent Council member given her community engagement and outreach and her work on both the Community Services and Planning Commissions.

Anthony Vossbrink asked the City Manager to provide an update on what was happening behind the caretaker's house on Adobe Road and behind the dog park, which open space trail was heavily used by the community but which had been blocked and filled with dirt and other debris by the Public Works Department. He also asked about the status of trees that had been cut down along Pinole Valley Road near Ellerhorst Elementary School and the fire station, and streetlight outages along Pinole Valley Road and San Pablo Avenue.

Mayor Toms reported the pine trees fronting Ellerhorst Elementary School had been removed at the recommendation from the then Fire Chief and Capital Facilities people through the WCCUSD a couple of years ago. The trees had been determined to be of poor quality and had been removed given that Pinole ridge was located in a High Fire Hazard Severity Zone. Tree removal permits had not been required since the WCCUSD was a different governmental entity.

Mayor Toms added that this information had been provided to Mr. Vossbrink during a prior Planning Commission meeting as shown in meeting minutes, and she had addressed that same question in the past. She otherwise asked staff to address the situation on Adobe Road and provide a status report to Mr. Vossbrink.

14. **ADJOURNMENT** to the Regular Meeting of October 15, 2024 in Remembrance of Amber Swartz and honoring Reece Tave on the occasion of his 5th birthday on September 18, 2024.

At 7:49 p.m., Mayor Toms adjourned the meeting to the Regular City Council Meeting of October 15, 2024 in Remembrance of Amber Swartz. and honoring Reece Tave on the occasion of his 5th birthday on September 18, 2024.

Submitted by:

Heather Bell, CMC
City Clerk

Approved by City Council:



CITY COUNCIL REPORT

9.B.

DATE: OCTOBER 15, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM:
SUBJECT: RECEIVE THE SEPTEMBER 14, 2024 – OCTOBER 11, 2024 LIST OF WARRANTS IN THE AMOUNT OF \$992,386.91 AND THE OCTOBER 11, 2024 PAYROLL IN THE AMOUNT OF \$529,375.78.

RECOMMENDATION

BACKGROUND

REVIEW AND ANALYSIS

FISCAL IMPACT

ATTACHMENTS

A. 9B



City of Pinole, CA

9B WARRANT LISTING By Vendor Name

Payment Dates 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J0605-24G	105704	09/27/2024	212-462-42101	PLAN REVIEW THROUGH JULY 2024	1,021.80
J1909-05D	105704	09/27/2024	100-465-42101	JULY CODE ENFORCEMENT TECHNICIAN	8,022.40
J1909-05E	105704	09/27/2024	100-465-42101	AUGUST CODE ENFORCEMENT TECHNICIAN	6,272.00
Vendor 4LE00 - 4LEAF, INC. Total:					15,316.20
Vendor: 2699 - AAA BUSINESS SUPPLIES & INTERIORS					
2374507-0	105705	09/27/2024	500-641-42201	OFFICE SUPPLIES- WPCP	60.02
Vendor 2699 - AAA BUSINESS SUPPLIES & INTERIORS Total:					60.02
Vendor: 1554 - ADVANCED SYSTEMS GROUP, LLC					
23586	105706	09/27/2024	505-119-47101	ALL IN ONE DIGITAL BROADCAST VIDEO SERVER-PCTV	52,420.03
Vendor 1554 - ADVANCED SYSTEMS GROUP, LLC Total:					52,420.03
Vendor: ALH01 - ALHAMBRA & SIERRA SPRINGS					
5025519 090624	105707	09/27/2024	500-641-42201	WATER DELIVERY- WPCP	272.29
5025531 090624	105707	09/27/2024	100-343-44306	WATER DELIVERY- CORP YARD	141.91
Vendor ALH01 - ALHAMBRA & SIERRA SPRINGS Total:					414.20
Vendor: 2063 - ALLIANT INSURANCE SERVICES, INC.					
2722290	105665	09/20/2024	100-116-42101	CONSULTING FEE SEPTEMBER 2024	2,083.33
Vendor 2063 - ALLIANT INSURANCE SERVICES, INC. Total:					2,083.33
Vendor: 2005 - ANIMAL DAMAGE MANAGEMENT, INC					
8378C	105708	09/27/2024	100-345-42108	PARKS PEST CONTROL	250.00
Vendor 2005 - ANIMAL DAMAGE MANAGEMENT, INC Total:					250.00
Vendor: 2218 - ANTHONY LUNARDINI					
09172024	105666	09/20/2024	100-222-42514	DJ FOR NATIONAL NIGHT OUT 10012024	800.00
Vendor 2218 - ANTHONY LUNARDINI Total:					800.00
Vendor: 2907 - ANTOINETTE DEWBERRY					
091524	105709	09/27/2024	209-20307	REFUND 9/15/24 FERNANDEZ PARK DEPOSIT	210.00
Vendor 2907 - ANTOINETTE DEWBERRY Total:					210.00
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
87548	105753	10/04/2024	100-343-44306	MASTER PADLOCK- GENERAL MAINTENANCE	57.27
Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:					57.27
Vendor: 2913 - ASHLEY OKPOHO					
INV0010309	105754	10/04/2024	209-20307	9/21/24 FERNANDEZ PARK DEPOSIT REFUND	210.00
Vendor 2913 - ASHLEY OKPOHO Total:					210.00
Vendor: ATT01 - AT&T					
000022269441	105710	09/27/2024	525-118-43101	TELEPHONE SERVICE -PUBLC WORKS	881.88
Vendor ATT01 - AT&T Total:					881.88
Vendor: 1074 - BAY FRONT CHAMBER OF COMMERCE					
2024-7	105711	09/27/2024	100-466-42101	FY2024/25 MEMBERSHIP	2,500.00
Vendor 1074 - BAY FRONT CHAMBER OF COMMERCE Total:					2,500.00

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: BEA03 - BEARING ENGINEERING CO.					
5676330	105667	09/20/2024	500-641-44306	SMALL BORE SEAL-WPCP	9.45
Vendor BEA03 - BEARING ENGINEERING CO. Total:					9.45
Vendor: 2835 - BENEFIT COORDINATORS CORPORATION					
14715	105755	10/04/2024	100-111-41007	MAY 2024 LIFE & AD&D	40.59
14715	105755	10/04/2024	100-111-41007	MAY 2024 LIFE & AD&D	23.70
14715	105755	10/04/2024	100-112-41007	MAY 2024 LIFE & AD&D	67.10
14715	105755	10/04/2024	100-112-41007	MAY 2024 LIFE & AD&D	23.70
14715	105755	10/04/2024	100-115-41007	MAY 2024 LIFE & AD&D	77.67
14715	105755	10/04/2024	100-115-41007	MAY 2024 LIFE & AD&D	47.40
14715	105755	10/04/2024	100-116-41007	MAY 2024 LIFE & AD&D	73.55
14715	105755	10/04/2024	100-221-41007	MAY 2024 LIFE & AD&D	571.33
14715	105755	10/04/2024	100-222-41007	MAY 2024 LIFE & AD&D	69.22
14715	105755	10/04/2024	100-222-41007	MAY 2024 LIFE & AD&D	114.95
14715	105755	10/04/2024	100-223-41007	MAY 2024 LIFE & AD&D	187.26
14715	105755	10/04/2024	100-341-41007	MAY 2024 LIFE & AD&D	92.94
14715	105755	10/04/2024	100-341-41007	MAY 2024 LIFE & AD&D	106.03
14715	105755	10/04/2024	100-342-41007	MAY 2024 LIFE & AD&D	19.49
14715	105755	10/04/2024	100-342-41007	MAY 2024 LIFE & AD&D	23.70
14715	105755	10/04/2024	100-343-41007	MAY 2024 LIFE & AD&D	112.90
14715	105755	10/04/2024	100-343-41007	MAY 2024 LIFE & AD&D	133.51
14715	105755	10/04/2024	100-465-41007	MAY 2024 LIFE & AD&D	23.70
14715	105755	10/04/2024	100-465-41007	MAY 2024 LIFE & AD&D	16.72
14715	105755	10/04/2024	105-221-41007	MAY 2024 LIFE & AD&D	59.23
14715	105755	10/04/2024	106-222-41007	MAY 2024 LIFE & AD&D	15.28
14715	105755	10/04/2024	209-551-41007	MAY 2024 LIFE & AD&D	67.36
14715	105755	10/04/2024	209-551-41007	MAY 2024 LIFE & AD&D	21.78
14715	105755	10/04/2024	209-552-41007	MAY 2024 LIFE & AD&D	20.70
14715	105755	10/04/2024	209-552-41007	MAY 2024 LIFE & AD&D	37.65
14715	105755	10/04/2024	209-553-41007	MAY 2024 LIFE & AD&D	9.86
14715	105755	10/04/2024	209-553-41007	MAY 2024 LIFE & AD&D	22.68
14715	105755	10/04/2024	209-553-41007	MAY 2024 LIFE & AD&D	17.93
14715	105755	10/04/2024	209-554-41007	MAY 2024 LIFE & AD&D	12.47
14715	105755	10/04/2024	212-461-41007	MAY 2024 LIFE & AD&D	70.09
14715	105755	10/04/2024	212-462-41007	MAY 2024 LIFE & AD&D	81.91
14715	105755	10/04/2024	212-462-41007	MAY 2024 LIFE & AD&D	71.10
14715	105755	10/04/2024	500-641-41007	MAY 2024 LIFE & AD&D	238.81
14715	105755	10/04/2024	500-641-41007	MAY 2024 LIFE & AD&D	237.00
14715	105755	10/04/2024	500-642-41007	MAY 2024 LIFE & AD&D	49.30
14715	105755	10/04/2024	500-642-41007	MAY 2024 LIFE & AD&D	71.10
14715	105755	10/04/2024	505-119-41007	MAY 2024 LIFE & AD&D	35.60
14715	105755	10/04/2024	505-119-41007	MAY 2024 LIFE & AD&D	47.40
14715	105755	10/04/2024	998-20118	MAY 2024 LIFE & AD&D	459.00
14716	105755	10/04/2024	100-111-41007	JUNE 2024 LIFE AND AD&D	40.59
14716	105755	10/04/2024	100-111-41007	JUNE 2024 LIFE AND AD&D	23.70
14716	105755	10/04/2024	100-112-41007	JUNE 2024 LIFE AND AD&D	23.70
14716	105755	10/04/2024	100-112-41007	JUNE 2024 LIFE AND AD&D	67.10
14716	105755	10/04/2024	100-115-41007	JUNE 2024 LIFE AND AD&D	77.67
14716	105755	10/04/2024	100-115-41007	JUNE 2024 LIFE AND AD&D	47.40
14716	105755	10/04/2024	100-116-41007	JUNE 2024 LIFE AND AD&D	73.55
14716	105755	10/04/2024	100-221-41007	JUNE 2024 LIFE AND AD&D	571.33
14716	105755	10/04/2024	100-222-41007	JUNE 2024 LIFE AND AD&D	114.95
14716	105755	10/04/2024	100-222-41007	JUNE 2024 LIFE AND AD&D	69.22
14716	105755	10/04/2024	100-223-41007	JUNE 2024 LIFE AND AD&D	187.26
14716	105755	10/04/2024	100-341-41007	JUNE 2024 LIFE AND AD&D	106.03
14716	105755	10/04/2024	100-341-41007	JUNE 2024 LIFE AND AD&D	92.94
14716	105755	10/04/2024	100-342-41007	JUNE 2024 LIFE AND AD&D	23.70
14716	105755	10/04/2024	100-342-41007	JUNE 2024 LIFE AND AD&D	19.49
14716	105755	10/04/2024	100-343-41007	JUNE 2024 LIFE AND AD&D	112.90
14716	105755	10/04/2024	100-343-41007	JUNE 2024 LIFE AND AD&D	133.51

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
14716	105755	10/04/2024	100-465-41007	JUNE 2024 LIFE AND AD&D	16.72
14716	105755	10/04/2024	100-465-41007	JUNE 2024 LIFE AND AD&D	23.70
14716	105755	10/04/2024	105-221-41007	JUNE 2024 LIFE AND AD&D	59.23
14716	105755	10/04/2024	106-222-41007	JUNE 2024 LIFE AND AD&D	15.28
14716	105755	10/04/2024	209-551-41007	JUNE 2024 LIFE AND AD&D	67.36
14716	105755	10/04/2024	209-551-41007	JUNE 2024 LIFE AND AD&D	21.78
14716	105755	10/04/2024	209-552-41007	JUNE 2024 LIFE AND AD&D	37.65
14716	105755	10/04/2024	209-552-41007	JUNE 2024 LIFE AND AD&D	20.70
14716	105755	10/04/2024	209-553-41007	JUNE 2024 LIFE AND AD&D	9.86
14716	105755	10/04/2024	209-553-41007	JUNE 2024 LIFE AND AD&D	17.93
14716	105755	10/04/2024	209-554-41007	JUNE 2024 LIFE AND AD&D	12.47
14716	105755	10/04/2024	209-554-41007	JUNE 2024 LIFE AND AD&D	22.68
14716	105755	10/04/2024	212-461-41007	JUNE 2024 LIFE AND AD&D	70.09
14716	105755	10/04/2024	212-462-41007	JUNE 2024 LIFE AND AD&D	71.10
14716	105755	10/04/2024	212-462-41007	JUNE 2024 LIFE AND AD&D	81.91
14716	105755	10/04/2024	500-641-41007	JUNE 2024 LIFE AND AD&D	237.00
14716	105755	10/04/2024	500-641-41007	JUNE 2024 LIFE AND AD&D	238.81
14716	105755	10/04/2024	500-642-41007	JUNE 2024 LIFE AND AD&D	49.30
14716	105755	10/04/2024	500-642-41007	JUNE 2024 LIFE AND AD&D	71.10
14716	105755	10/04/2024	505-119-41007	JUNE 2024 LIFE AND AD&D	35.60
14716	105755	10/04/2024	505-119-41007	JUNE 2024 LIFE AND AD&D	47.40
14716	105755	10/04/2024	998-20118	JUNE 2024 LIFE AND AD&D	459.00
14892	105755	10/04/2024	100-110-41007	JULY 2024 LIFE AND AD&D	18.33
14892	105755	10/04/2024	100-111-41007	JULY 2024 LIFE AND AD&D	40.59
14892	105755	10/04/2024	100-111-41007	JULY 2024 LIFE AND AD&D	23.70
14892	105755	10/04/2024	100-112-41007	JULY 2024 LIFE AND AD&D	67.10
14892	105755	10/04/2024	100-112-41007	JULY 2024 LIFE AND AD&D	23.70
14892	105755	10/04/2024	100-113-41007	JULY 2024 LIFE AND AD&D	1.63
14892	105755	10/04/2024	100-115-41007	JULY 2024 LIFE AND AD&D	47.40
14892	105755	10/04/2024	100-115-41007	JULY 2024 LIFE AND AD&D	77.67
14892	105755	10/04/2024	100-116-41007	JULY 2024 LIFE AND AD&D	73.55
14892	105755	10/04/2024	100-221-41007	JULY 2024 LIFE AND AD&D	572.84
14892	105755	10/04/2024	100-222-41007	JULY 2024 LIFE AND AD&D	114.95
14892	105755	10/04/2024	100-222-41007	JULY 2024 LIFE AND AD&D	69.22
14892	105755	10/04/2024	100-223-41007	JULY 2024 LIFE AND AD&D	191.61
14892	105755	10/04/2024	100-341-41007	JULY 2024 LIFE AND AD&D	92.94
14892	105755	10/04/2024	100-341-41007	JULY 2024 LIFE AND AD&D	106.03
14892	105755	10/04/2024	100-342-41007	JULY 2024 LIFE AND AD&D	23.70
14892	105755	10/04/2024	100-342-41007	JULY 2024 LIFE AND AD&D	19.49
14892	105755	10/04/2024	100-343-41007	JULY 2024 LIFE AND AD&D	133.45
14892	105755	10/04/2024	100-343-41007	JULY 2024 LIFE AND AD&D	112.90
14892	105755	10/04/2024	100-465-41007	JULY 2024 LIFE AND AD&D	23.70
14892	105755	10/04/2024	100-465-41007	JULY 2024 LIFE AND AD&D	16.72
14892	105755	10/04/2024	105-221-41007	JULY 2024 LIFE AND AD&D	59.23
14892	105755	10/04/2024	106-222-41007	JULY 2024 LIFE AND AD&D	15.28
14892	105755	10/04/2024	209-551-41007	JULY 2024 LIFE AND AD&D	21.78
14892	105755	10/04/2024	209-551-41007	JULY 2024 LIFE AND AD&D	67.36
14892	105755	10/04/2024	209-552-41007	JULY 2024 LIFE AND AD&D	37.65
14892	105755	10/04/2024	209-552-41007	JULY 2024 LIFE AND AD&D	22.90
14892	105755	10/04/2024	209-553-41007	JULY 2024 LIFE AND AD&D	17.93
14892	105755	10/04/2024	209-553-41007	JULY 2024 LIFE AND AD&D	11.69
14892	105755	10/04/2024	209-554-41007	JULY 2024 LIFE AND AD&D	22.69
14892	105755	10/04/2024	209-554-41007	JULY 2024 LIFE AND AD&D	12.47
14892	105755	10/04/2024	212-461-41007	JULY 2024 LIFE AND AD&D	70.09
14892	105755	10/04/2024	212-462-41007	JULY 2024 LIFE AND AD&D	71.10
14892	105755	10/04/2024	212-462-41007	JULY 2024 LIFE AND AD&D	81.91
14892	105755	10/04/2024	500-641-41007	JULY 2024 LIFE AND AD&D	237.00
14892	105755	10/04/2024	500-641-41007	JULY 2024 LIFE AND AD&D	238.79
14892	105755	10/04/2024	500-642-41007	JULY 2024 LIFE AND AD&D	71.10
14892	105755	10/04/2024	500-642-41007	JULY 2024 LIFE AND AD&D	49.30

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
14892	105755	10/04/2024	505-119-41007	JULY 2024 LIFE AND AD&D	38.33
14892	105755	10/04/2024	505-119-41007	JULY 2024 LIFE AND AD&D	47.40
14892	105755	10/04/2024	998-20107	JULY 2024 LIFE AND AD&D	71.10
14892	105755	10/04/2024	998-20118	JULY 2024 LIFE AND AD&D	433.50
15066	105755	10/04/2024	100-110-41007	AUGUST LIFE AND AD&D	6.11
15066	105755	10/04/2024	100-111-41007	AUGUST LIFE AND AD&D	40.59
15066	105755	10/04/2024	100-111-41007	AUGUST LIFE AND AD&D	23.70
15066	105755	10/04/2024	100-112-41007	AUGUST LIFE AND AD&D	23.70
15066	105755	10/04/2024	100-112-41007	AUGUST LIFE AND AD&D	67.10
15066	105755	10/04/2024	100-113-41007	AUGUST LIFE AND AD&D	0.54
15066	105755	10/04/2024	100-115-41007	AUGUST LIFE AND AD&D	77.67
15066	105755	10/04/2024	100-115-41007	AUGUST LIFE AND AD&D	47.40
15066	105755	10/04/2024	100-116-41007	AUGUST LIFE AND AD&D	73.55
15066	105755	10/04/2024	100-221-41007	AUGUST LIFE AND AD&D	572.84
15066	105755	10/04/2024	100-222-41007	AUGUST LIFE AND AD&D	71.24
15066	105755	10/04/2024	100-222-41007	AUGUST LIFE AND AD&D	91.25
15066	105755	10/04/2024	100-223-41007	AUGUST LIFE AND AD&D	191.61
15066	105755	10/04/2024	100-341-41007	AUGUST LIFE AND AD&D	92.94
15066	105755	10/04/2024	100-341-41007	AUGUST LIFE AND AD&D	106.03
15066	105755	10/04/2024	100-342-41007	AUGUST LIFE AND AD&D	23.70
15066	105755	10/04/2024	100-342-41007	AUGUST LIFE AND AD&D	19.49
15066	105755	10/04/2024	100-343-41007	AUGUST LIFE AND AD&D	112.90
15066	105755	10/04/2024	100-343-41007	AUGUST LIFE AND AD&D	133.45
15066	105755	10/04/2024	100-465-41007	AUGUST LIFE AND AD&D	23.70
15066	105755	10/04/2024	100-465-41007	AUGUST LIFE AND AD&D	16.72
15066	105755	10/04/2024	105-221-41007	AUGUST LIFE AND AD&D	59.23
15066	105755	10/04/2024	106-222-41007	AUGUST LIFE AND AD&D	15.28
15066	105755	10/04/2024	209-551-41007	AUGUST LIFE AND AD&D	67.36
15066	105755	10/04/2024	209-551-41007	AUGUST LIFE AND AD&D	21.78
15066	105755	10/04/2024	209-552-41007	AUGUST LIFE AND AD&D	10.42
15066	105755	10/04/2024	209-552-41007	AUGUST LIFE AND AD&D	37.65
15066	105755	10/04/2024	209-553-41007	AUGUST LIFE AND AD&D	17.93
15066	105755	10/04/2024	209-553-41007	AUGUST LIFE AND AD&D	11.69
15066	105755	10/04/2024	209-554-41007	AUGUST LIFE AND AD&D	12.47
15066	105755	10/04/2024	209-554-41007	AUGUST LIFE AND AD&D	22.69
15066	105755	10/04/2024	212-461-41007	AUGUST LIFE AND AD&D	70.09
15066	105755	10/04/2024	212-462-41007	AUGUST LIFE AND AD&D	71.10
15066	105755	10/04/2024	212-462-41007	AUGUST LIFE AND AD&D	81.91
15066	105755	10/04/2024	500-641-41007	AUGUST LIFE AND AD&D	238.81
15066	105755	10/04/2024	500-641-41007	AUGUST LIFE AND AD&D	237.00
15066	105755	10/04/2024	500-642-41007	AUGUST LIFE AND AD&D	71.10
15066	105755	10/04/2024	500-642-41007	AUGUST LIFE AND AD&D	49.30
15066	105755	10/04/2024	505-119-41007	AUGUST LIFE AND AD&D	38.33
15066	105755	10/04/2024	505-119-41007	AUGUST LIFE AND AD&D	47.39
15066	105755	10/04/2024	998-20107	AUGUST LIFE AND AD&D	105.60
15066	105755	10/04/2024	998-20118	AUGUST LIFE AND AD&D	433.50
Vendor 2835 - BENEFIT COORDINATORS CORPORATION Total:					14,030.10

Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS

6839392	105712	09/27/2024	209-552-42108	CLEANING SUPPLIES- SENIOR CENTER	150.93
6839393	105712	09/27/2024	209-552-43804	FOOD PROGRAM DELIVERY- SENIOR CENTER	1,212.05
6839394	105712	09/27/2024	209-552-42108	SANITARY SUPPLIES- SENIOR CENTER	210.81
6843831	105756	10/04/2024	209-552-43804	FOOD PROGRAM DELIVERY- SENIOR CENTER	944.54
6843832	105756	10/04/2024	209-552-42108	MILTFOLD TOWELS- SENIOR CENTER	37.12
6845057	105756	10/04/2024	209-552-43804	FOOD PROGRAM DELIVERY- SENIOR CENTER	70.96

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
6848155	105756	10/04/2024	209-552-43804	FOOD PROGRAM DELIVERY- SENIOR CENTER	848.84
6852820	105756	10/04/2024	209-552-43804	FOOD PROGRAM DELIVERY - SENIOR CENTER	911.19
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					4,386.44
Vendor: 1654 - BRINK'S INCORPORATED					
12707698	105668	09/20/2024	100-115-42101	TRANSPORTATION SERVICES SEPT 2024 - FINANCE	286.42
6841361	105668	09/20/2024	100-115-42101	TRANSPORTATION SERVICES - FINANCE	7.07
Vendor 1654 - BRINK'S INCORPORATED Total:					293.49
Vendor: 2401 - C3 INTELLIGENCE, INC.					
34845	105669	09/20/2024	100-116-42101	BACKGROUND PROFESSIONAL SERVICES-HR	54.00
Vendor 2401 - C3 INTELLIGENCE, INC. Total:					54.00
Vendor: 2898 - CALIFORNIA DREAM EXPRESS					
1007	105670	09/20/2024	100-222-42514	TRAIN RIDES FOR NATIONAL NIGHT OUT-PD	1,000.00
Vendor 2898 - CALIFORNIA DREAM EXPRESS Total:					1,000.00
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000017659210	105671	09/20/2024	100-117-41004	ANNUAL UNFUNDED LIABILITY MISC PEPRA	858.58
100000017659258	105671	09/20/2024	100-117-41004	ANNUAL UNFUNDED LIABILITY MISC CLASSIC	133,129.58
100000017659267	105671	09/20/2024	100-117-41004	ANNUAL UNFUNDED LIABILITY SAFETY CLASSIC	172,035.42
100000017659277	105671	09/20/2024	100-231-41004	ANNUAL UNFUNDED LIABILITY PEPRA FIRE	299.33
100000017659287	105671	09/20/2024	100-117-41004	ANNUAL UNFUNDED LIABILITY SAFETY PEPRA POLICE	1,165.08
Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:					307,487.99
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
722638	105672	09/20/2024	500-641-44305	CHEMICALS LAB SUPPLIES- WPCP	1,134.30
722674	105672	09/20/2024	500-641-44305	CHEMICALS LAB SUPPLIES- WPCP	95.00
722697	105672	09/20/2024	500-641-44305	CHEMICALS LAB SUPPLIES- WPCP	189.05
722757	105672	09/20/2024	500-641-44305	CHEMICALS LAB SUPPLIES- WPCP	1,105.80
722841	105713	09/27/2024	500-641-44305	LAB TESTING- WPCP	95.00
722843	105713	09/27/2024	500-641-44305	LAB TESTING- WPCP	95.00
722857	105713	09/27/2024	500-641-44305	LAB TESTING- WPCP	95.00
722860	105713	09/27/2024	500-641-44305	LAB TESTING- WPCP	95.00
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					2,904.15
Vendor: CCP03 - CCP INDUSTRIES					
IN05043478	105757	10/04/2024	100-343-44410	EXAM GLOVES- GENERAL MAINTENANCE	365.12
Vendor CCP03 - CCP INDUSTRIES Total:					365.12
Vendor: CIT08 - CITY MECHANICAL, INC					
106157	105758	10/04/2024	209-554-42108	HVAC MAINTENANCE- YOUTH CENTER	3,173.70
106159	105758	10/04/2024	100-343-42108	HVAC MAINTENANCE- CORP YARD	596.51
106566	105673	09/20/2024	500-641-42107	HVAC SERVICE CALL - WPCP	286.51
106567	105673	09/20/2024	500-641-42107	HVAC SERVICE CALL - WPCP	406.51
106600	105714	09/27/2024	100-222-42108	HVAC REPAIRS- PUBLIC SAFETY BLG	2,898.53
106652	105758	10/04/2024	100-222-42108	HVAC MAINTENANCE- PUBLIC SAFETY BUILDING	5,408.05

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
106826	105758	10/04/2024	100-343-42108	HVAC MAINTENANCE- POST OFFICE	421.46
106840	105714	09/27/2024	100-343-42108	CITY HALL HVAC REPAIR	7,015.00
106918	105758	10/04/2024	100-343-42108	HVAC MAINTENANCE- CITY HALL	2,716.46
106987	105758	10/04/2024	100-222-42108	HVAC MAINTENANCE- PUBLIC SAFETY BUILDING	2,839.54
107149	105758	10/04/2024	100-343-42108	HVAC REPAIRS- CITY HALL	2,695.00
107314	105758	10/04/2024	100-343-42108	HVAC MAINTENANCE- CITY HALL	4,226.05
Vendor CIT08 - CITY MECHANICAL, INC Total:					32,683.32
Vendor: RIC03 - CITY OF RICHMOND C/O FINANCE DEPARTMENT					
INV0010307	105759	10/04/2024	100-110-42301	TWO REGISTRATIONS FOR MAYOR'S CONFERENCE	140.00
Vendor RIC03 - CITY OF RICHMOND C/O FINANCE DEPARTMENT Total:					140.00
Vendor: CIT14 - CITY OF WALNUT CREEK					
INV0010308	105760	10/04/2024	100-221-42301	LEADERSHIP ACADEMY NATASHA VALDEPENA	2,019.00
Vendor CIT14 - CITY OF WALNUT CREEK Total:					2,019.00
Vendor: 2910 - CLAIRE BAKER					
06082024	105715	09/27/2024	209-20307	REFUND PARK RENTAL DEPOSIT 6/8/24	420.00
Vendor 2910 - CLAIRE BAKER Total:					420.00
Vendor: 2405 - CLIENTFIRST CONSULTING GROUP, LLC.					
17017	105716	09/27/2024	525-118-42101	GIS MAINTENANCE- IT	1,218.75
17111	105716	09/27/2024	525-118-42101	AUGUST GIS MAINTENANCE- IT	682.50
17170	105716	09/27/2024	525-118-42101	AUGUST 2024 COMDEV SYSTEM ADMINISTRATION	9,993.75
Vendor 2405 - CLIENTFIRST CONSULTING GROUP, LLC. Total:					11,895.00
Vendor: COM20 - COMCAST					
0210511-09162024	105761	10/04/2024	100-222-43105	CABLE 9/21-10/20/24- PD	253.19
0419492-09022024	105717	09/27/2024	525-118-43106	SWIM CENTER INTERNET 9/7/24-10/6/24	185.18
0433782-08192024	105761	10/04/2024	505-119-43105	CABLE- PCTV	141.97
211695806	105674	09/20/2024	525-118-43106	PD INTERNET SERVICES	888.41
Vendor COM20 - COMCAST Total:					1,468.75
Vendor: 2626 - CONSOR NORTH AMERICA, INC.					
N202830CA.00-49	105675	09/20/2024	325-342-47205	RO1710 PRELIMINARY DESIGN SERVICES	670.74
Vendor 2626 - CONSOR NORTH AMERICA, INC. Total:					670.74
Vendor: CON54 - CONTRA COSTA COUNTY TAX COLLECTOR					
INV0010267	105718	09/27/2024	212-461-42514	PM652-22 PINOLE SHORES PARCEL MERGER	38.00
Vendor CON54 - CONTRA COSTA COUNTY TAX COLLECTOR Total:					38.00
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
25365	105762	10/04/2024	100-221-42107	OIL CHANGE- PD	84.81
25572	105762	10/04/2024	100-221-42107	REMOVE & REPLACE DRIVER SEAT- PD	741.56
25573	105762	10/04/2024	100-221-42107	VEHICLE SPOTLIGHT REPAIRS- PD	1,094.81
25598	105762	10/04/2024	100-221-42107	FUEL FILLER NECK AND BRAKES VEHICLE REPAIRS- PD	1,186.78
25682	105762	10/04/2024	100-221-42107	OIL CHANGE- PD	70.00
25760	105762	10/04/2024	100-221-42107	VEHICLE TIRE REPLACEMENT & OIL CHANGE- PD	682.23
Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:					3,860.19

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2220 - CRESCO EQUIPMENT RENTALS					
5981038-0014	105763	10/04/2024	100-345-47105	12" CAPACITY BRUSH CHIPPER-PARKS	3,658.50
Vendor 2220 - CRESCO EQUIPMENT RENTALS Total:					3,658.50
Vendor: 2424 - CROCKETT AWARD & TROPHY SERVICES					
4212307	105719	09/27/2024	100-341-42201	NAME PLATE -PW	19.62
Vendor 2424 - CROCKETT AWARD & TROPHY SERVICES Total:					19.62
Vendor: 2080 - CSW-STUBER-STROEH ENGINEERING GROUP INC					
2408152	105676	09/20/2024	106-343-42101	BROADBAND OPPORTUNITIES ASSESSMENT	1,295.00
Vendor 2080 - CSW-STUBER-STROEH ENGINEERING GROUP INC Total:					1,295.00
Vendor: DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE					
731943	105764	10/04/2024	100-116-42101	FINGERPRINTING SERVICES - HR	128.00
731943	105764	10/04/2024	100-221-42101	FINGERPRINTING SERVICES - HR	132.00
731943	105764	10/04/2024	100-221-42110	FINGERPRINTING SERVICES - HR	224.00
752266	105764	10/04/2024	100-116-42101	FINGERPRINTING SERVICES- HR	160.00
752266	105764	10/04/2024	100-221-42101	FINGERPRINTING SERVICES- HR	32.00
752266	105764	10/04/2024	100-221-42110	FINGERPRINTING SERVICES- HR	49.00
Vendor DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE Total:					725.00
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
86055680	105720	09/27/2024	100-10601	9/5/24 GAS DELIVERY- CORP YARD	1,160.97
86072293	105765	10/04/2024	100-10601	9/13/24 GASOLINE DELIVERY- CORP YARD	2,492.30
86086461	105765	10/04/2024	100-10601	9/20/24 GAS DELIVERY- CORP YARD	1,062.57
86090136	105765	10/04/2024	500-10601	9/23/24 DIESEL DELIVERY	4,649.28
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					9,365.12
Vendor: 2908 - DOMONIQUE OUSBORN					
091424	105721	09/27/2024	209-20307	REFUND 9/14/24 FERNANDEZ PARK DEPOSIT	210.00
Vendor 2908 - DOMONIQUE OUSBORN Total:					210.00
Vendor: EBM01 - EBMUD					
466641-08282024	105722	09/27/2024	100-343-43102	880 San Pablo Ave--Irrigation Use Only	401.28
520575-09202024	105766	10/04/2024	100-345-43102	2690 BOX CANYON RD-IRRIGATION USE ONLY	197.82
529852-08272024	105722	09/27/2024	209-552-43102	2500 Charles St--Senior Center	2,123.74
541397-08272024	105722	09/27/2024	100-343-43102	1601 Marlesta Rd--Irrigation Use Only	70.49
570108-08292024	105722	09/27/2024	310-347-43102	1303 Pinole Valley Rd--Irrigation Use Only	864.61
9009059	105677	09/20/2024	500-641-44304	BACWA FY25 MEMBERSHIP AND SPECIAL PROGRAMS FEES WP	18,270.00
Vendor EBM01 - EBMUD Total:					21,927.94
Vendor: EDD01 - EDD- EMPLOYMENT DEVELOPMENT DEPT.					
L0325299024	105678	09/20/2024	100-341-41012	JAN-MAR 2024 UNEMPLOYMENT	5,936.48
L0325299024	105678	09/20/2024	998-20113	JAN-MAR 2024 UNEMPLOYMENT	-346.36
Vendor EDD01 - EDD- EMPLOYMENT DEVELOPMENT DEPT. Total:					5,590.12
Vendor: 1574 - ERA- ENVIRONMENTAL RESOURCES ASSOCIATES					
089922	105767	10/04/2024	500-641-44305	MAINTENANCE SUPPLIES-WPCP	450.29
Vendor 1574 - ERA- ENVIRONMENTAL RESOURCES ASSOCIATES Total:					450.29

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2853 - EVERON, LLC					
156320523	105723	09/27/2024	209-552-42108	ALARM MONITORING SERVICES- SENIOR CENTER	155.77
SEPTEMBER 2024	105768	10/04/2024	209-553-42108	TINY TOTS ALARM MONITORING 9/24-10/23/24	110.73
Vendor 2853 - EVERON, LLC Total:					266.50
Vendor: 2071 - EVOQUA WATER TECHNOLOGIES, LLC					
906625471	105679	09/20/2024	500-641-44306	SENSOR ANALOG ELEC PH PROBE-WPCP	3,062.03
Vendor 2071 - EVOQUA WATER TECHNOLOGIES, LLC Total:					3,062.03
Vendor: 2899 - FREDDIE CALDWELL					
INV0010252	105680	09/20/2024	209-20307	DEPOSIT REFUND FOR FERN PARK BBQ AREA 8/31/24	210.00
Vendor 2899 - FREDDIE CALDWELL Total:					210.00
Vendor: GRA03 - GRAINGER					
9244962727	105681	09/20/2024	500-641-44306	HIP WADER STEEL BLACK WPCP	84.47
9260960142	105769	10/04/2024	500-641-44306	PLAIN COPPER WASHER-WWTP	22.56
9260960159	105769	10/04/2024	500-641-44306	SUPPLIES FOR STEAM CLEANER REPAIR-WWTP	779.10
Vendor GRA03 - GRAINGER Total:					886.13
Vendor: 1112 - GRAY-BOWEN-SCOTT					
22424	105682	09/20/2024	325-342-47205	PM SERVICES: DESIGN PHASE OF SPA BRIDGE REPLACMNT	1,436.00
22441	105724	09/27/2024	325-342-47205	PM SERVICES: DESIGN PHASE OF SPA BRIDGE REPLACMNT	7,666.25
Vendor 1112 - GRAY-BOWEN-SCOTT Total:					9,102.25
Vendor: HAC01 - HACH COMPANY					
14160768	105683	09/20/2024	500-641-44306	SENSOR CAP RREPLACEMENT	242.61
14182062	105770	10/04/2024	500-641-44305	SENSOR CAP REPLACEMENT/ GALSS FILTER- WWTP	535.36
14184470	105770	10/04/2024	500-641-44305	LAB SUPPLIES- WWTP	163.64
Vendor HAC01 - HACH COMPANY Total:					941.61
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	100-110-41002	DENTAL BENEFITS SEPTEMBER 2024	338.60
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	100-111-41002	DENTAL BENEFITS SEPTEMBER 2024	236.84
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	100-112-41002	DENTAL BENEFITS SEPTEMBER 2024	383.55
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	100-113-41002	DENTAL BENEFITS SEPTEMBER 2024	108.99
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	100-115-41002	DENTAL BENEFITS SEPTEMBER 2024	364.69
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	100-116-41002	DENTAL BENEFITS SEPTEMBER 2024	306.58
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	100-221-41002	DENTAL BENEFITS SEPTEMBER 2024	108.99
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	100-221-41002	DENTAL BENEFITS SEPTEMBER 2024	2,102.64
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	100-222-41002	DENTAL BENEFITS SEPTEMBER 2024	50.88
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	100-222-41002	DENTAL BENEFITS SEPTEMBER 2024	332.67
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	100-223-41002	DENTAL BENEFITS SEPTEMBER 2024	977.85
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	100-341-41002	DENTAL BENEFITS SEPTEMBER 2024	338.60
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	100-343-41002	DENTAL BENEFITS SEPTEMBER 2024	870.39

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	100-465-41002	DENTAL BENEFITS SEPTEMBER 2024	127.85
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	105-221-41002	DENTAL BENEFITS SEPTEMBER 2024	281.79
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	106-222-41002	DENTAL BENEFITS SEPTEMBER 2024	127.85
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	209-551-41002	DENTAL BENEFITS SEPTEMBER 2024	301.49
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	209-552-41002	DENTAL BENEFITS SEPTEMBER 2024	130.80
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	209-554-41002	DENTAL BENEFITS SEPTEMBER 2024	115.07
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	212-461-41002	DENTAL BENEFITS SEPTEMBER 2024	255.70
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	212-462-41002	DENTAL BENEFITS SEPTEMBER 2024	415.57
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	500-641-41002	DENTAL BENEFITS SEPTEMBER 2024	1,023.03
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	500-642-41002	DENTAL BENEFITS SEPTEMBER 2024	280.49
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	505-119-41002	DENTAL BENEFITS SEPTEMBER 2024	255.70
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	998-20105	DENTAL BENEFITS SEPTEMBER 2024	-30.03
353775, 776, 777, 778, 779, 3...	105684	09/20/2024	998-20105	DENTAL BENEFITS SEPTEMBER 2024	255.70
Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:					10,062.28
Vendor: IMA01 - IMAGE SALES, INC.					
0077562-IN	105771	10/04/2024	100-222-42201	ID CARD PRODUCTION- PD	60.52
Vendor IMA01 - IMAGE SALES, INC. Total:					60.52
Vendor: J&O01 - J & O COMMERCIAL TIRE CTR					
168460	105772	10/04/2024	100-345-42107	FLAT TIRE REPAIRS- PARKS	470.43
Vendor J&O01 - J & O COMMERCIAL TIRE CTR Total:					470.43
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
259888	105725	09/27/2024	100-551-42511	PORTABLE TOILET RENTAL- COMMUNITY SVCS	144.77
261194	105725	09/27/2024	100-551-42511	PORTABLE TOILET RENTAL- REC	144.77
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					289.54
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
AUGUST 2024	105726	09/27/2024	209-552-43802	AUGUST INSTRUCTOR PAYMENT-SENIOR CENTER	378.00
Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:					378.00
Vendor: 1611 - JANICE M. BYER					
AUGUST 2024	105685	09/20/2024	209-552-43802	EXCERCISE CLASSES PSC AUGUST 2024	1,100.00
Vendor 1611 - JANICE M. BYER Total:					1,100.00
Vendor: 2909 - JENNIFER LARSH					
090624	105727	09/27/2024	209-20307	REFUND 9/6/24 RENTAL DEPOSIT PINOLE VALLEY PARK	210.00
Vendor 2909 - JENNIFER LARSH Total:					210.00
Vendor: JET00 - JETMULCH INC.					
25328-OL	105728	09/27/2024	100-345-42108	ENGINEERED WOOD FIBER - PARKS	3,806.83
Vendor JET00 - JETMULCH INC. Total:					3,806.83
Vendor: 2900 - JUSTIN FONG					
INV0010253	105686	09/20/2024	209-20307	DEPOSIT REFUND FOR FERN PARK BBQ AREA 9/7/2024	210.00
Vendor 2900 - JUSTIN FONG Total:					210.00

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: KAI02 - KAISER PERMANETE					
1000461178	105687	09/20/2024	100-116-42101	PRE EMPLOYMENT EXAMS GRANTOR # 320903364865	370.00
1000528945	105773	10/04/2024	100-116-42101	PHYSICAL EXAMS 320903364865- HR	260.00
Vendor KAI02 - KAISER PERMANETE Total:					630.00
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000033453	105729	09/27/2024	500-641-44302	SLUDGE REMOVAL- WPCP	5,351.59
Vendor KEL09 - KELLER CANYON LANDFILL Total:					5,351.59
Vendor: 2901 - KEN BOOKER					
INV0010254	105688	09/20/2024	100-116-42101	POLICE CHIEF RECRUITMENT TRAVEL EXPENS...	1,285.85
Vendor 2901 - KEN BOOKER Total:					1,285.85
Vendor: KNO03 - KNORR SYSTEMS, INC.					
248467	105730	09/27/2024	209 557 42108	POOL CONTROL REPAIR- SWIM CENTER	1,721.25
Vendor KNO03 - KNORR SYSTEMS, INC. Total:					1,721.25
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
12658	105689	09/20/2024	500-641-44303	ZETAG 2293LB BAGS WPCP	32,161.73
Vendor KUB00 - KUBWATER RESOURCES, INC. Total:					32,161.73
Vendor: 1253 - LIL' FROG CREATIONS					
1111	105731	09/27/2024	209-551-42515	PINOLE STANDS AGAINST HATE SIGNS- RECREATION	309.98
1114	105731	09/27/2024	209-551-42515	HALLOWEEN MOVIE SIDEWALK SIGNS- RECREATION	188.43
1115	105731	09/27/2024	209-554-42515	PRINTED HALLOWEEN SIGNS- YOUTH CENTER	225.58
Vendor 1253 - LIL' FROG CREATIONS Total:					723.99
Vendor: CUR03 - LN CURTIS & SONS					
INV860777	105774	10/04/2024	100-221-44410	BALLISTIC PANEL SET- PD	1,418.85
Vendor CUR03 - LN CURTIS & SONS Total:					1,418.85
Vendor: MAN01 - MANNA FOODS, INC.					
1026785	105732	09/27/2024	209-552-43804	FOOD PROGRAM DELIVERY- SENIOR CENTER	224.98
Vendor MAN01 - MANNA FOODS, INC. Total:					224.98
Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.					
32302791	105690	09/20/2024	500-641-44306	MAINTENANCE SUPPLIES WPCP	374.68
32463167	105690	09/20/2024	500-641-44306	MAINTENANCE SUPPLIES WPCP	90.68
32736832	105733	09/27/2024	500-641-44306	EQUIPMENT MAINTENANCE SUPPLIES- WPCP	147.54
32967665	105775	10/04/2024	500-641-44306	HEAVY DUTY INSTALLATION TOOL- WWTP	296.03
Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:					908.93
Vendor: 2905 - MEGHAN BOYLE					
060124	105734	09/27/2024	209-20307	REFUND 6/1/24 FERNANDEZ PARK DEPOSIT	210.00
Vendor 2905 - MEGHAN BOYLE Total:					210.00
Vendor: 1311 - M-GROUP					
2004690	105735	09/27/2024	212-461-42101	ON CALL PLANNING SERVICES THROUGH 8/31/24	22,400.00
Vendor 1311 - M-GROUP Total:					22,400.00
Vendor: MIK02 - MIKE'S APPLIANCES					
97710	105776	10/04/2024	100-222-47107	REGRIGERATOR- PD	928.37
Vendor MIK02 - MIKE'S APPLIANCES Total:					928.37

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: MUN10 - MUNICIPAL EMERGENCY SERVICES INC.					
IN1897580	105691	09/20/2024	100-231-42512	WEED ABATEMENT SUPPLIES FOR FIRE DEPARTMENT	4,713.02
Vendor MUN10 - MUNICIPAL EMERGENCY SERVICES INC. Total:					4,713.02
Vendor: 2466 - MUNICIPAL RESOURCE GROUP, LLC.					
241085	105736	09/27/2024	100-111-42101	CITY MANAGER GOAL SETTING	13,600.00
Vendor 2466 - MUNICIPAL RESOURCE GROUP, LLC. Total:					13,600.00
Vendor: 2422 - NORCAL SCAFFOLDING, INC.					
INV0010263	105737	09/27/2024	100-000-31510	REFUND OVERPAYMENT OF LICENSE 23-08418	295.50
Vendor 2422 - NORCAL SCAFFOLDING, INC. Total:					295.50
Vendor: 2448 - NSI LAB SOLUTIONS, LLC.					
441207	105777	10/04/2024	500-641-44305	WATER RESIDUE SAMPLE- WPCP	681.29
Vendor 2448 - NSI LAB SOLUTIONS, LLC. Total:					681.29
Vendor: 2240 - OLD REPUBLIC TITLE COMPANY					
0147025845	105738	09/27/2024	212-461-42514	PINOLE SHORES II FINAL MAP- PLANNING	925.00
Vendor 2240 - OLD REPUBLIC TITLE COMPANY Total:					925.00
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100401692136	105778	10/04/2024	100-343-42108	OCTOBER CITY HALL ELEVATOR MAINTENANCE	129.22
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					129.22
Vendor: 2470 - P&A GROUP					
400411842	105693	09/20/2024	100-116-42101	ANNUAL FEE FOR RETIREE HRA	1,000.00
400411843	105692	09/20/2024	100-116-42101	ANNUAL FEE FOR CAPPERS HRA	1,000.00
Vendor 2470 - P&A GROUP Total:					2,000.00
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
4212511	105779	10/04/2024	100-222-42108	MONTHLY LANDSCAPE SERVICES	167.99
4212511	105779	10/04/2024	100-231-42108	MONTHLY LANDSCAPE SERVICES	450.13
4212511	105779	10/04/2024	100-343-42108	MONTHLY LANDSCAPE SERVICES	240.14
4212511	105779	10/04/2024	100-345-42108	MONTHLY LANDSCAPE SERVICES	7,721.19
4212511	105779	10/04/2024	200-342-42108	MONTHLY LANDSCAPE SERVICES	447.98
4212511	105779	10/04/2024	201-343-42108	MONTHLY LANDSCAPE SERVICES	732.28
4212511	105779	10/04/2024	209-552-42108	MONTHLY LANDSCAPE SERVICES	272.45
4212511	105779	10/04/2024	209-553-42108	MONTHLY LANDSCAPE SERVICES	283.22
4212511	105779	10/04/2024	209-557-42108	MONTHLY LANDSCAPE SERVICES	283.22
4212511	105779	10/04/2024	310-347-42108	MONTHLY LANDSCAPE SERVICES	82.92
4212511	105779	10/04/2024	310-348-42108	MONTHLY LANDSCAPE SERVICES	87.23
Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:					10,768.75
Vendor: LON02 - PATRICIA LONG					
AUG 2024	105694	09/20/2024	209-552-43802	AUGUST CWLD CLASSES- SENIOR CENTER	215.60
Vendor LON02 - PATRICIA LONG Total:					215.60
Vendor: PGE01 - PG&E					
0081-09172024	105780	10/04/2024	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	113.23
0209-09172024	105780	10/04/2024	500-641-44410	MONTHLY STATEMENT- WPCP	126.22

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
0217-09162024	105780	10/04/2024	100-345-43103	TENNENT & PARK ST CLUB HOUSE	23.40
0466-08162024	105739	09/27/2024	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	189.76
0466-08162024	105739	09/27/2024	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	284.63
0466-09172024	105780	10/04/2024	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	136.33
0466-09172024	105780	10/04/2024	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	204.49
0498-09107024	105780	10/04/2024	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	1,581.44
0813-09162024	105780	10/04/2024	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	83.05
0883-09112024	105780	10/04/2024	100-222-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	1,205.75
0883-09112024	105780	10/04/2024	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	241.15
0883-09112024	105780	10/04/2024	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	964.60
0887-08292024	105739	09/27/2024	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	104.99
0923-09162024	105780	10/04/2024	100-110-43103	2131 PEAR ST	172.62
0923-09162024	105780	10/04/2024	100-111-43103	2131 PEAR ST	227.13
0923-09162024	105780	10/04/2024	100-112-43103	2131 PEAR ST	249.84
0923-09162024	105780	10/04/2024	100-115-43103	2131 PEAR ST	622.33
0923-09162024	105780	10/04/2024	100-116-43103	2131 PEAR ST	181.70
0923-09162024	105780	10/04/2024	100-117-43103	2131 PEAR ST	2,021.42
0923-09162024	105780	10/04/2024	100-343-43103	2131 PEAR ST	3,765.73
0923-09162024	105780	10/04/2024	200-342-43103	2131 PEAR ST	658.67
0923-09162024	105780	10/04/2024	212-461-43103	2131 PEAR ST	272.55
0923-09162024	105780	10/04/2024	212-462-43103	2131 PEAR ST	685.92
0923-09162024	105780	10/04/2024	285-464-43103	2131 PEAR ST	227.13
1093-08292024	105739	09/27/2024	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	774.97
1121-09182024	105780	10/04/2024	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	100.73
1156-09112024	105780	10/04/2024	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	24.58
1156-09112024	105780	10/04/2024	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	36.87
1233-09182024	105780	10/04/2024	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	112.98
1462-09112024	105780	10/04/2024	209-552-43103	2500 CHARLES ST SENIOR CENTER	204.24
1798-08272024	105739	09/27/2024	200-342-43103	2935 PINOLE VALLEY RD. TRAFFIC SIGNAL	213.37
1801-09082024	105780	10/04/2024	209-553-43103	2454 SIMAS AVE REC CTR & POOL	15.41
2182-08292024	105739	09/27/2024	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	95.18
2222-08232024	105739	09/27/2024	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
2222-08232024	105739	09/27/2024	200-342-43103	STREET AND HIGHWAY LIGHTING	18,153.05
2222-08232024	105739	09/27/2024	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
2222-08232024	105739	09/27/2024	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
2506-09162024	105780	10/04/2024	215-341-43103	701 Pinon/2489 San Pablo-Electric CHGS	30.39
2615-09172024	105780	10/04/2024	100-345-43103	S/E CORNER OF ROGERS & NOB HILL SPRINKLER SYSTEM	4.61

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
2620-09182024	105780	10/04/2024	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	144.55
2793-08162024	105739	09/27/2024	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	124.46
2793-09172024	105780	10/04/2024	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	120.29
2969-09162024	105780	10/04/2024	201-343-43103	600 TENNENT AVE BLACKIES STORAGE	21.35
3029-09112024	105780	10/04/2024	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	116.53
3311-09172024	105780	10/04/2024	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	156.35
3537-09162024	105780	10/04/2024	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	95.36
3834-09052024	105739	09/27/2024	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	72.21
3850-09162024	105780	10/04/2024	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	374.03
3879-08262024	105739	09/27/2024	200-342-43103	N COR RAMONA ST AND PINOLE VALLEY RD	201.35
3914-09162024	105780	10/04/2024	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	324.48
4065-09162024	105780	10/04/2024	100-343-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	422.83
4157-09102024	105780	10/04/2024	100-222-43103	809 CITY HALL	17.62
4193-09172024	105780	10/04/2024	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	90.84
4256-08262024	105739	09/27/2024	500-641-43103	11 TENNANT AVE	93,642.49
4368-09162024	105780	10/04/2024	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	188.59
4430-08262024	105739	09/27/2024	100-345-43103	S/O MARLESTA 1ST POLE-SPRINKLER CONTROLLER	1.23
4612-09162024	105780	10/04/2024	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	37.17
5127-08162024	105739	09/27/2024	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	177.27
5127-09172024	105780	10/04/2024	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	168.46
5137-09132024	105780	10/04/2024	209-557-43103	2450 SIMAS AVE SWIM CTR	377.90
5374-09172024	105780	10/04/2024	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	144.09
5387-08162024	105739	09/27/2024	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	53.23
5387-09172024	105780	10/04/2024	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	56.74
6043-09102024	105780	10/04/2024	100-231-43103	3790 PINOLE VALLEY RD	25.75
6521-08272024	105739	09/27/2024	200-342-43103	IFO 971 SAN PABLO AVE-TRAFFIC SIGNAL CONTROL	142.36
6897-08272024	105739	09/27/2024	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	96.17
6969-09162024	105780	10/04/2024	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	151.08
7114-09172024	105780	10/04/2024	200-342-43103	2429 SAN PABLO AVE	113.23
7186-09112024	105780	10/04/2024	100-343-43103	601 TENNENT AVE PUBLIC MEETING HALL	10.46
7509-09162024	105780	10/04/2024	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	83.79
7547-08262024	105739	09/27/2024	100-222-43103	880 Tennent Ave-Public Safety Facility	7,645.77
7547-08262024	105739	09/27/2024	100-223-43103	880 Tennent Ave-Public Safety Facility	1,529.15
7547-08262024	105739	09/27/2024	100-231-43103	880 Tennent Ave-Public Safety Facility	6,116.61

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
7964-09162024	105780	10/04/2024	310-348-43103	2680 PINOLE VALLEY RD MEDIAN IRRIGATION SHOPPING C	9.43
8086-09172024	105780	10/04/2024	200-342-43103	N/S BORDER CITY OF PINOLE	99.91
8511-08232024	105739	09/27/2024	100-345-43103	W/S PINOLE SHORES DR- SPRINKLER CONTROLLER	9.83
8517-09102024	105780	10/04/2024	500-642-43103	FRT OF 3490 SAVAGE AVE PUMP FOR SEWER	4.75
8687-09182024	105780	10/04/2024	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	139.65
8716-09112024	105780	10/04/2024	500-641-43103	SEWAGE PLNT-FT OF TENNENT	3,621.56
9824-09172024	105780	10/04/2024	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	146.89
9900-09122024	105780	10/04/2024	200-342-43103	2303 GRANADA CT TRAFFIC CONTROL SERVICE	162.76
9929-08232024	105739	09/27/2024	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	119.95
9961-08262024	105739	09/27/2024	209-552-43103	2500 CHARLES ST-SENIOR CENTER	7,506.95
9985-09162024	105780	10/04/2024	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	121.89
Vendor PGE01 PG&E Total:					159,827.21
Vendor: 1009 - PRECISION IT CONSULTING					
14665	105695	09/20/2024	525-118-47106	HARDWARE REPLACEMENT C433-CDD	1,943.68
14666	105695	09/20/2024	525-118-47102	C410 REPLACEMENT-PD	1,627.59
14667	105695	09/20/2024	525-118-47106	HARDWARE REPLACEMENT C417-WPCP	1,407.04
14668	105695	09/20/2024	525-118-47106	HARDWARE REPLACEMENT C437-CDD	1,943.68
14669	105695	09/20/2024	525-118-47106	HARDWARE REPLACEMENT FOR PD	1,407.04
14672	105695	09/20/2024	525-118-42106	SWITCH CENTRAL MANAGEMENT LICENSE IT	726.00
14673	105695	09/20/2024	525-118-47106	LAPTOP FOR CITY MANAGER- CM	1,836.78
14675	105695	09/20/2024	525-118-42105	OCTOBER AGREEMENT PRECISION 360 GOLD-IT	30,965.00
Vendor 1009 - PRECISION IT CONSULTING Total:					41,856.81
Vendor: 2772 - PREFERRED ALLIANCE, INC.					
0197669-IN	105696	09/20/2024	100-116-42101	NON-RANDOM DRUG TESTS- HR FOR REC	174.00
0198056-IN	105696	09/20/2024	100-116-42101	NON-RANDOM DRUG TESTS- HR FOR PW	58.00
Vendor 2772 - PREFERRED ALLIANCE, INC. Total:					232.00
Vendor: 1432 - R3 CONSULTING GROUP					
123673	105741	09/27/2024	214-342-42101	SOLID WASTE CONSULTING THROUGH 9/18/24	12,000.00
Vendor 1432 - R3 CONSULTING GROUP Total:					12,000.00
Vendor: REP03 - REPUBLIC SERVICES					
2023-24	105783	10/04/2024	100-117-34222	2023-24 GARBAGE LEVY	-11,893.83
2023-24	105783	10/04/2024	100-20021	2023-24 GARBAGE LEVY	69,544.31
Vendor REP03 - REPUBLIC SERVICES Total:					57,650.48
Vendor: 2440 - RINCON CONSULTANTS, INC.					
59809	105742	09/27/2024	212-461-42101	AUGUST CLIMATE ACTION PLAN SERVICES- PLANNING	3,951.25
Vendor 2440 - RINCON CONSULTANTS, INC. Total:					3,951.25
Vendor: 2847 - RINGCENTRAL, INC.					
CD_000910435	105743	09/27/2024	525-118-47105	CONFERENCE PHONE AND ADAPTER- IT	609.67
Vendor 2847 - RINGCENTRAL, INC. Total:					609.67

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2646 - ROADS SAFE TRAFFIC SYSTEMS, INC.					
216027	105744	09/27/2024	200-342-42514	GLASS BEADS - STREET MAINTENANCE	54.33
217636	105784	10/04/2024	100-342-42514	ALUMINUM DIGITAL PRINT-GENERAL MAINTENANCE	740.81
Vendor 2646 - ROADS SAFE TRAFFIC SYSTEMS, INC. Total:					795.14
Vendor: 2904 - ROBIN WILSON					
INV0010266	105745	09/27/2024	209-557-36403	REFUND ZUMBA CLASSES-SWIM CENTER	114.00
Vendor 2904 - ROBIN WILSON Total:					114.00
Vendor: ROS08 - RSG, INC.					
12083	105746	09/27/2024	285-464-42101	HOUSING CONSULTING SERVICES THROUGH JULY	1,925.00
12084	105746	09/27/2024	285-464-42101	HOUSING POLICY AND IN-LIEU FEE STUDY THROUGH JULY	7,877.50
Vendor ROS08 - RSG, INC. Total:					9,802.50
Vendor: 1450 - RUBENSTEIN SUPPLY COMPANY					
S2622721.001	105785	10/04/2024	100-345-44306	PUSH VALVE- PARKS	323.10
S2630975.001	105785	10/04/2024	209-552-47105	INSTANT HOT WATER TANK-SENIOR CENTER	357.02
S2631192.001	105785	10/04/2024	100-221-47105	INSTANT HOT WATER TANK...	404.43
S2631192.002	105785	10/04/2024	209-552-47105	INSTANT HOT WATER TANK-SENIOR CENTER	388.05
S2631406.001	105785	10/04/2024	209-552-44306	FAUCET CONNECTOR- SENIOR CENTER	29.94
Vendor 1450 - RUBENSTEIN SUPPLY COMPANY Total:					1,502.54
Vendor: 2912 - SHEILA GOH					
INV0010310	105786	10/04/2024	209-20307	7/27/24 FENANDEZ PARK DEPOSIT REFUND	210.00
Vendor 2912 - SHEILA GOH Total:					210.00
Vendor: 1714 - SHERRI D. LEWIS					
CC07PINOLE-FY2024/25	105787	10/04/2024	100-112-42101	9/17/24 COUNCIL MEETING MINUTES	637.50
PC01PINOLE-FY2024/25	105747	09/27/2024	212-461-42514	8/12/24 PLANNING COMMISSION MEETING MINUTES	300.00
Vendor 1714 - SHERRI D. LEWIS Total:					937.50
Vendor: 2632 - SHIPLEY POOL SERVICE					
967237549	105697	09/20/2024	209-557-42108	POOL MAINTENANCE SEPTEMBER 2024	4,056.03
Vendor 2632 - SHIPLEY POOL SERVICE Total:					4,056.03
Vendor: 2260 - SKL SOLUTIONS, INC.					
240100	105788	10/04/2024	500-642-42101	TO 1: Regulatory, Program Development, Support Svc	1,123.75
240105	105788	10/04/2024	500-642-42101	Staff Augmentation for On-Call Consulting Services	8,865.00
240111	105788	10/04/2024	500-642-42101	Staff Augmentation for On-Call Consulting Services	4,410.00
240112	105788	10/04/2024	500-642-42101	TO 1: Regulatory, Program Development, Support Svc	108.75
Vendor 2260 - SKL SOLUTIONS, INC. Total:					14,507.50
Vendor: SON08 - SONSRAY MACHINERY, LLC.					
SWO058369-1	105698	09/20/2024	100-342-42514	HYDRAULIC FLUID LEAK REPAIR CY	1,796.57
Vendor SON08 - SONSRAY MACHINERY, LLC. Total:					1,796.57
Vendor: SQU00 - SQUARE DEAL GARAGE					
49202	105789	10/04/2024	100-221-42107	VEHICLE MAINTENANCE SERVICES- PD	3,296.13
Vendor SQU00 - SQUARE DEAL GARAGE Total:					3,296.13

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: STE20 - STERICYCLE, INC.					
8008169039	105790	10/04/2024	100-222-42101	SEPTEMBER STERI-SAFE BUDGET SUBSCRIPTION- PD	66.30
Vendor STE20 - STERICYCLE, INC. Total:					66.30
Vendor: 2903 - SUZANNE MEDINA					
INV0010255	105699	09/20/2024	209-20307	DEPOSIT REFUND FOR FERN PARK BBQ AREA 9/1/2024	210.00
Vendor 2903 - SUZANNE MEDINA Total:					210.00
Vendor: 2296 - SWENSONS MOBILE FLEET REPAIR					
INV-1485	105791	10/04/2024	500-641-42107	VEHICLE BASIC INSTALLATION OF TERMINALS-WWTP	87.50
Vendor 2296 - SWENSONS MOBILE FLEET REPAIR Total:					87.50
Vendor: 2747 - TETRA TECH, INC.					
52295380	105700	09/20/2024	106-343-42101	ENERGY CONSERVATION, GENERATION, AND STORAGE ASSES	919.50
Vendor 2747 - TETRA TECH, INC. Total:					919.50
Vendor: UNI38 - UNIVAR USA INC					
52387717	105701	09/20/2024	500-641-44303	SOD HYPO LIQUICHLOR-WPCP	15,858.04
Vendor UNI38 - UNIVAR USA INC Total:					15,858.04
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
15980-1	105792	10/04/2024	100-222-42108	SANITARY SUPPLIES- PD	104.48
16176	105792	10/04/2024	100-343-42108	SANITARY SUPPLIES- GENERAL MAINTENANCE	455.47
528663	105748	09/27/2024	100-343-42108	AUGUST JANITORIAL SERVICES- CITY HALL	1,354.00
528664	105748	09/27/2024	100-222-42108	AUGUST JANITORIAL SERVICES- PUBLIC SAFETY BLG	2,768.00
528665	105748	09/27/2024	209-557-42108	AUGUST JANITORIAL SERVICES- SWIM CENTER	1,463.00
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					6,144.95
Vendor: VAL04 - VALLEJO FIRE EXTINGUISHER					
98286	105749	09/27/2024	100-343-42108	ANNUAL FIRE EXTINGUISHER MAINTENANCE- CORP YARD	1,163.09
98287	105749	09/27/2024	209-552-42108	ANNUAL FIRE EXTINGUISHER MAINTENANCE- SENIOR CTR	280.00
98288	105749	09/27/2024	100-343-42108	ANNUAL FIRE EXTINGUISHER MAINTENANCE- CITY HALL	280.00
98289	105749	09/27/2024	209-554-42108	ANNUAL FIRE EXTINGUISHER MAINTENANCE- YOUTH CTR	140.00
98290	105749	09/27/2024	100-343-42108	ANNUAL FIRE EXTINGUISHER MAINTENANCE- PLAYHOUSE	60.00
98291	105749	09/27/2024	209-557-42108	ANNUAL FIRE EXTINGUISHER MAINTENANCE- SWIM CTR	60.00
98292	105749	09/27/2024	209-553-42108	ANNUAL FIRE EXTINGUISHER MAINTENANCE- TINY TOTS	50.00
Vendor VAL04 - VALLEJO FIRE EXTINGUISHER Total:					2,033.09
Vendor: 2828 - VESTIS					
860105970-08312024	105750	09/27/2024	100-342-44410	LAUNDRY SERVICE- CORP YARD	600.65
860105970-08312024	105750	09/27/2024	100-343-44410	LAUNDRY SERVICE- CORP YARD	3,057.82
860105970-08312024	105750	09/27/2024	500-642-44410	LAUNDRY SERVICE- CORP YARD	1,801.94
Vendor 2828 - VESTIS Total:					5,460.41
Vendor: VIS01 - VISION SERVICE PLAN					
821118740	105793	10/04/2024	100-110-41003	SEPTEMBER VISION INSURANCE	74.44
821118740	105793	10/04/2024	100-111-41003	SEPTEMBER VISION INSURANCE	37.22
821118740	105793	10/04/2024	100-112-41003	SEPTEMBER VISION INSURANCE	55.83

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
821118740	105793	10/04/2024	100-113-41003	SEPTEMBER VISION INSURANCE	18.61
821118740	105793	10/04/2024	100-115-41003	SEPTEMBER VISION INSURANCE	55.83
821118740	105793	10/04/2024	100-116-41003	SEPTEMBER VISION INSURANCE	55.83
821118740	105793	10/04/2024	100-221-41003	SEPTEMBER VISION INSURANCE	372.20
821118740	105793	10/04/2024	100-222-41003	SEPTEMBER VISION INSURANCE	93.05
821118740	105793	10/04/2024	100-223-41003	SEPTEMBER VISION INSURANCE	204.71
821118740	105793	10/04/2024	100-341-41003	SEPTEMBER VISION INSURANCE	74.44
821118740	105793	10/04/2024	100-343-41003	SEPTEMBER VISION INSURANCE	148.88
821118740	105793	10/04/2024	100-465-41003	SEPTEMBER VISION INSURANCE	18.61
821118740	105793	10/04/2024	105-221-41003	SEPTEMBER VISION INSURANCE	55.83
821118740	105793	10/04/2024	106-222-41003	SEPTEMBER VISION INSURANCE	18.61
821118740	105793	10/04/2024	209-551-41003	SEPTEMBER VISION INSURANCE	55.83
821118740	105793	10/04/2024	209-552-41003	SEPTEMBER VISION INSURANCE	37.22
821118740	105793	10/04/2024	209-554-41003	SEPTEMBER VISION INSURANCE	18.61
821118740	105793	10/04/2024	212-461-41003	SEPTEMBER VISION INSURANCE	37.22
821118740	105793	10/04/2024	212-462-41003	SEPTEMBER VISION INSURANCE	74.44
821118740	105793	10/04/2024	500-641-41003	SEPTEMBER VISION INSURANCE	204.71
821118740	105793	10/04/2024	500-642-41003	SEPTEMBER VISION INSURANCE	74.44
821118740	105793	10/04/2024	505-119-41003	SEPTEMBER VISION INSURANCE	37.22
821118740	105793	10/04/2024	998-20106	SEPTEMBER VISION INSURANCE	-111.66
821118755	105793	10/04/2024	998-20106	SEPTEMBER 2024 VISION INSURANCE	74.44
821317711	105793	10/04/2024	100-110-41003	OCTOBER 2024 VISION INSURANCE	74.44
821317711	105793	10/04/2024	100-111-41003	OCTOBER 2024 VISION INSURANCE	74.44
821317711	105793	10/04/2024	100-112-41003	OCTOBER 2024 VISION INSURANCE	55.83
821317711	105793	10/04/2024	100-113-41003	OCTOBER 2024 VISION INSURANCE	18.61
821317711	105793	10/04/2024	100-115-41003	OCTOBER 2024 VISION INSURANCE	55.83
821317711	105793	10/04/2024	100-116-41003	OCTOBER 2024 VISION INSURANCE	55.83
821317711	105793	10/04/2024	100-221-41003	OCTOBER 2024 VISION INSURANCE	390.81
821317711	105793	10/04/2024	100-222-41003	OCTOBER 2024 VISION INSURANCE	93.05
821317711	105793	10/04/2024	100-223-41003	OCTOBER 2024 VISION INSURANCE	167.49
821317711	105793	10/04/2024	100-341-41003	OCTOBER 2024 VISION INSURANCE	74.44
821317711	105793	10/04/2024	100-341-41003	OCTOBER 2024 VISION INSURANCE	37.22

WARRANT LISTING

Payment Dates: 9/14/2024 - 10/11/2024

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
821317711	105793	10/04/2024	100-343-41003	OCTOBER 2024 VISION INSURANCE	148.88
821317711	105793	10/04/2024	100-465-41003	OCTOBER 2024 VISION INSURANCE	18.61
821317711	105793	10/04/2024	105-221-41003	OCTOBER 2024 VISION INSURANCE	55.83
821317711	105793	10/04/2024	106-222-41003	OCTOBER 2024 VISION INSURANCE	18.61
821317711	105793	10/04/2024	209-551-41003	OCTOBER 2024 VISION INSURANCE	55.83
821317711	105793	10/04/2024	209-552-41003	OCTOBER 2024 VISION INSURANCE	37.22
821317711	105793	10/04/2024	209-554-41003	OCTOBER 2024 VISION INSURANCE	18.61
821317711	105793	10/04/2024	212-461-41003	OCTOBER 2024 VISION INSURANCE	37.22
821317711	105793	10/04/2024	212-462-41003	OCTOBER 2024 VISION INSURANCE	74.44
821317711	105793	10/04/2024	500-641-41003	OCTOBER 2024 VISION INSURANCE	204.71
821317711	105793	10/04/2024	500-642-41003	OCTOBER 2024 VISION INSURANCE	74.44
821317711	105793	10/04/2024	505-119-41003	OCTOBER 2024 VISION INSURANCE	37.22
821317711	105793	10/04/2024	998-20106	OCTOBER 2024 VISION INSURANCE	18.61
821317720	105793	10/04/2024	998-20106	OCTOBER 2024 VISION INSURANCE	74.44
Vendor VIS01 - VISION SERVICE PLAN Total:					3,759.22
Vendor: 2911 - WEST CONTRA COSTA BUSINESS DEVELOPMENT CENTER, INC.					
INV0010304	105752	09/27/2024	100-466-42509	COALITION OF CLEAN AIR GRANT	1,000.00
Vendor 2911 - WEST CONTRA COSTA BUSINESS DEVELOPMENT CENTER, INC. Total:					1,000.00
Vendor: 2697 - WEST YOST & ASSOCIATES, INC.					
2059619	105702	09/20/2024	106-344-42101	STORM DRAIN MASTER PLAN CONSULTING	4,228.88
Vendor 2697 - WEST YOST & ASSOCIATES, INC. Total:					4,228.88
Vendor: WIL52 - WILL DAN FINANCIAL SERVICES					
010-59355	105703	09/20/2024	500-641-42101	SEWER RATE STUDY	686.00
010-59441	105703	09/20/2024	500-641-42101	SEWER RATE STUDY	4,080.00
Vendor WIL52 - WILL DAN FINANCIAL SERVICES Total:					4,766.00
Vendor: ZOL02 - ZOLL					
INV00182061	105751	09/27/2024	525-118-42106	FIRE RMS ENTERPRISE EDITION 10/1-12/31/24	187.39
Vendor ZOL02 - ZOLL Total:					187.39
Grand Total:					992,386.91

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	538,965.49
105 - Measure S -2006	630.37
106 - MEASURE S-2014	6,669.57
200 - Gas Tax Fund	22,145.95
201 - Restricted Real Estate Maintenance Fund	1,183.72
209 - Recreation Fund	34,464.30
212 - Building & Planning	31,381.51
214 - Solid Waste Fund	12,000.00
215 - Measure C and J Fund	30.39
285 - Housing Land Held for Resale	10,029.63
310 - Lighting & Landscape Districts	1,871.08
325 - City Street Improvements	9,772.99
500 - Sewer Enterprise Fund	211,085.15
505 - Cable Access TV	53,755.58
525 - Information Systems	56,504.34
998 - Payroll Clearing	1,896.84
Grand Total:	992,386.91

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business Lice...	295.50
100-10601	Gas Tanks/Corp Yard	4,715.84
100-110-41002	Emp Benefits/Dental	338.60
100-110-41003	Emp Benefits/Vision Care	148.88
100-110-41007	Emp Benefits/Life-ADD	24.44
100-110-42301	Travel & Training/Conf-R...	140.00
100-110-43103	Utilities/Electricity & Po...	172.62
100-111-41002	Emp Benefits/Dental	236.84
100-111-41003	Emp Benefits/Vision Care	111.66
100-111-41007	Emp Benefits/Life-ADD	257.16
100-111-42101	Prof Svcs/Professional Se..	13,600.00
100-111-43103	Utilities/Electricity & Po...	227.13
100-112-41002	Emp Benefits/Dental	383.55
100-112-41003	Emp Benefits/Vision Care	111.66
100-112-41007	Emp Benefits/Life-ADD	363.20
100-112-42101	Prof Svcs/Professional Se..	637.50
100-112-43103	Utilities/Electricity & Po...	249.84
100-113-41002	Emp Benefits/Dental	108.99
100-113-41003	Emp Benefits/Vision Care	37.22
100-113-41007	Emp Benefits/Life-ADD	2.17
100-115-41002	Emp Benefits/Dental	364.69
100-115-41003	Emp Benefits/Vision Care	111.66
100-115-41007	Emp Benefits/Life-ADD	500.28
100-115-42101	Prof Svcs/Professional Se..	293.49
100-115-43103	Utilities/Electricity & Po...	622.33
100-116-41002	Emp Benefits/Dental	306.58
100-116-41003	Emp Benefits/Vision Care	111.66
100-116-41007	Emp Benefits/Life-ADD	294.20
100-116-42101	Prof Svcs/Professional Se..	6,573.18
100-116-43103	Utilities/Electricity & Po...	181.70
100-117-34222	Fees/Administrative Fee	-11,893.83
100-117-41004	Emp Benefits/PERS Retir...	307,188.66
100-117-43103	Utilities/Electricity & Po...	2,021.42
100-20021	Accounts Payable/Garba...	69,544.31
100-221-41002	Emp Benefits/Dental	2,211.63
100-221-41003	Emp Benefits/Vision Care	763.01
100-221-41007	Emp Benefits/Life-ADD	2,288.34

Account Summary

Account Number	Account Name	Payment Amount
100-221-42101	Prof Svcs/Professional Se..	164.00
100-221-42107	Prof Svcs/Equipment Ma...	7,156.32
100-221-42110	Prof Svcs/Fingerprinting	273.00
100-221-42301	Travel & Training/Conf-R...	2,019.00
100-221-44410	Safety Clothing	1,418.85
100-221-47105	FF&E/Equipment (not-c...	404.43
100-222-41002	Emp Benefits/Dental	383.55
100-222-41003	Emp Benefits/Vision Care	186.10
100-222-41007	Emp Benefits/Life-ADD	715.00
100-222-42101	Prof Svcs/Professional Se..	66.30
100-222-42108	Prof Svcs/Building-Struc...	14,186.59
100-222-42201	Office Expense	60.52
100-222-42514	Admin Exp/Special Depa...	1,800.00
100-222-43103	Utilities/Electricity & Po...	8,869.14
100-222-43105	Utilities/Cable	253.19
100-222-47107	FF&E/Furniture & Applia...	928.37
100-223-41002	Emp Benefits/Dental	977.85
100-223-41003	Emp Benefits/Vision Care	372.20
100-223-41007	Emp Benefits/Life-ADD	751.74
100-223-43103	Utilities/Electricity & Po...	1,770.30
100-231-41004	Emp Benefits/PERS Retir...	299.33
100-231-42108	Prof Svcs/Building-Struc...	450.13
100-231-42512	Admin Exp/Abatement	4,713.02
100-231-43103	Utilities/Electricity & Po...	8,760.61
100-341-41002	Emp Benefits/Dental	338.60
100-341-41003	Emp Benefits/Vision Care	186.10
100-341-41007	Emp Benefits/Life-ADD	795.88
100-341-41012	Emp Benefits/Unemplo...	5,936.48
100-341-42201	Office Expense	19.62
100-342-41007	Emp Benefits/Life-ADD	172.76
100-342-42514	Admin Exp/Special Depa...	2,537.38
100-342-44410	Safety Clothing	600.65
100-343-41002	Emp Benefits/Dental	870.39
100-343-41003	Emp Benefits/Vision Care	297.76
100-343-41007	Emp Benefits/Life-ADD	985.52
100-343-42108	Prof Svcs/Building-Struc...	21,352.40
100-343-43102	Utilities/Water	471.77
100-343-43103	Utilities/Electricity & Po...	4,294.38
100-343-44306	Other Materials Supp/M...	199.18
100-343-44410	Safety Clothing	3,422.94
100-345-42107	Prof Svcs/Equipment Ma...	470.43
100-345-42108	Prof Svcs/Building-Struc...	11,778.02
100-345-43102	Utilities/Water	197.82
100-345-43103	Utilities/Electricity & Po...	1,013.47
100-345-44306	Other Materials Supp/M...	323.10
100-345-47105	FF&E/Equipment (not-c...	3,658.50
100-465-41002	Emp Benefits/Dental	127.85
100-465-41003	Emp Benefits/Vision Care	37.22
100-465-41007	Emp Benefits/Life-ADD	161.68
100-465-42101	Prof Svcs/Professional Se..	14,294.40
100-466-42101	Prof Svcs/Professional Se..	2,500.00
100 466 42509	Admin Exp/Misc Expense	1,000.00
100-551-42511	Admin Exp/Equipment R...	289.54
105-221-41002	Emp Benefits/Dental	281.79
105-221-41003	Emp Benefits/Vision Care	111.66
105-221-41007	Emp Benefits/Life-ADD	236.92
106-222-41002	Emp Benefits/Dental	127.85
106-222-41003	Emp Benefits/Vision Care	37.22

Account Summary

Account Number	Account Name	Payment Amount
106-222-41007	Emp Benefits/Life-ADD	61.12
106-343-42101	Prof Svcs/Professional Se..	2,214.50
106-344-42101	Prof Svcs/Professional Se..	4,228.88
200-342-42108	Prof Svcs/Building-Struc...	447.98
200-342-42514	Admin Exp/Special Depa...	54.33
200-342-43103	Utilities/Electricity & Po...	21,643.64
201-343-42108	Prof Svcs/Building-Struc...	732.28
201-343-43103	Utilities/Electricity & Po...	451.44
209-20307	Deposits Payable/Recrea...	2,310.00
209-551-41002	Emp Benefits/Dental	301.49
209-551-41003	Emp Benefits/Vision Care	111.66
209-551-41007	Emp Benefits/Life-ADD	356.56
209-551-42515	Admin Exp/Special Events	498.41
209-552-41002	Emp Benefits/Dental	130.80
209-552-41003	Emp Benefits/Vision Care	74.44
209-552-41007	Emp Benefits/Life-ADD	225.32
209-552-42108	Prof Svcs/Building-Struc...	1,107.08
209-552-43102	Utilities/Water	2,123.74
209-552-43103	Utilities/Electricity & Po...	7,711.19
209-552-43802	Program Cost/Class Fees	1,693.60
209-552-43804	Program Cost/Food Prog...	4,212.56
209-552-44306	Other Materials Supp/M...	29.94
209-552-47105	FF&E/Equipment (non-c...	745.07
209-553-41007	Emp Benefits/Life-ADD	137.50
209-553-42108	Prof Svcs/Building-Struc...	443.95
209-553-43103	Utilities/Electricity & Po...	15.41
209-554-41002	Emp Benefits/Dental	115.07
209-554-41003	Emp Benefits/Vision Care	37.22
209-554-41007	Emp Benefits/Life-ADD	117.94
209-554-42108	Prof Svcs/Building-Struc...	3,313.70
209-554-42515	Admin Exp/Special Events	225.58
209-554-43103	Utilities/Electricity & Po...	350.67
209-557-36403	Recreation Chg/Swim Fee	114.00
209-557-42108	Prof Svcs/Building-Struc...	7,583.50
209-557-43103	Utilities/Electricity & Po...	377.90
212-461-41002	Emp Benefits/Dental	255.70
212-461-41003	Emp Benefits/Vision Care	74.44
212-461-41007	Emp Benefits/Life-ADD	280.36
212-461-42101	Prof Svcs/Professional Se..	26,351.25
212-461-42514	Admin Exp/Special Depa...	1,263.00
212-461-43103	Utilities/Electricity & Po...	272.55
212-462-41002	Emp Benefits/Dental	415.57
212-462-41003	Emp Benefits/Vision Care	148.88
212-462-41007	Emp Benefits/Life-ADD	612.04
212-462-42101	Prof Svcs/Professional Se..	1,021.80
212-462-43103	Utilities/Electricity & Po...	685.92
214-342-42101	Prof Svcs/Professional Se..	12,000.00
215-341-43103	Utilities/Electricity & Po...	30.39
285-464-42101	Prof Svcs/Professional Se..	9,802.50
285-464-43103	Utilities/Electricity & Po...	227.13
310-347-42108	Prof Svcs/Building-Struc...	82.92
310-347-43102	Utilities/Water	864.61
310-347-43103	Utilities/Electricity & Po...	426.89
310-348-42108	Prof Svcs/Building-Struc...	87.23
310-348-43103	Utilities/Electricity & Po...	409.43
325-342-47205	Improvements/Streets	9,772.99
500-10601	Gas Tanks/Corp Yard	4,649.28
500-641-41002	Emp Benefits/Dental	1,023.03

Account Summary

Account Number	Account Name	Payment Amount
500-641-41003	Emp Benefits/Vision Care	409.42
500-641-41007	Emp Benefits/Life-ADD	1,903.22
500-641-42101	Prof Svcs/Professional Se..	4,766.00
500-641-42107	Prof Svcs/Equipment Ma...	780.52
500-641-42201	Office Expense	332.31
500-641-43103	Utilities/Electricity & Po...	97,264.05
500-641-44302	Other Materials Supp/SI...	5,351.59
500-641-44303	Other Materials Supp/C...	48,019.77
500-641-44304	Other Materials Supp/Pe...	18,270.00
500-641-44305	Other Materials Supp/La...	4,734.73
500-641-44306	Other Materials Supp/M...	5,109.15
500-641-44410	Safety Clothing	126.22
500-642-41002	Emp Benefits/Dental	280.49
500-642-41003	Emp Benefits/Vision Care	148.88
500-642-41007	Emp Benefits/Life-ADD	481.60
500-642-42101	Prof Svcs/Professional Se..	14,507.50
500-642-43103	Utilities/Electricity & Po...	1,125.45
500-642-44410	Safety Clothing	1,801.94
505-119-41002	Emp Benefits/Dental	255.70
505-119-41003	Emp Benefits/Vision Care	74.44
505-119-41007	Emp Benefits/Life-ADD	337.45
505-119-43103	Utilities/Electricity & Po...	525.99
505-119-43105	Utilities/Cable	141.97
505-119-47101	FF&E/Equipment	52,420.03
525-118-42101	Prof Svcs/Professional Se..	11,895.00
525-118-42105	Prof Svcs/Network Main...	30,965.00
525-118-42106	Prof Svcs/Software Main...	913.39
525-118-43101	Utilities/Telephone	881.88
525-118-43106	Utilities/Internet	1,073.59
525-118-47102	FF&E/Computer Equipm...	1,627.59
525-118-47105	FF&E/Equipment (not-c...	609.67
525-118-47106	FF&E/Computer Equipm...	8,538.22
998-20105	Sal & Ben Payable/Denta...	225.67
998-20106	Sal & Ben Payable/Vision...	55.83
998-20107	Sal & Ben Payable/Life In...	176.70
998-20113	Sal & Ben Payable/SIT Wi..	-346.36
998-20118	Sal & Ben Payable / LTD ...	1,785.00
Grand Total:		992,386.91

Project Account Summary

Project Account Key	Payment Amount	
None	981,070.16	
10634342101\N2102	1,295.00	
10634342101\N2201	919.50	
32534247205RO1710	9,102.25	
Grand Total:		992,386.91

Approved By:  Date: 10/10/2024



CITY COUNCIL REPORT

9.C.

DATE: OCTOBER 15, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: STACY SHELL, HUMAN RESOURCES DIRECTOR
CHARLENE DAVIS, HUMAN RESOURCES ANALYST
SUBJECT: CALPERS FIXED MEDICAL PREMIUM RATES

RECOMMENDATION

Staff recommends that the City Council Adopt Resolutions:

- A. Fixing the Employer's Contribution at an equal amount for Employees and Annuitants under the Public Employees' Medical and Hospital Care Act with respect to Elected Officials; and
- B. Fixing the Employer's Contribution at an equal amount for Employees and Annuitants under the Public Employees' Medical and Hospital Care Act with respect to Management Employees; and
- C. Fixing the Employer's Contribution at an equal amount for Employees and Annuitants under the Public Employees' Medical and Hospital Care Act with respect to Confidential Employees; and
- D. Fixing the Employer's Contribution at an equal amount for Employees and Annuitants under the Public Employees' Medical and Hospital Care Act with respect to AFSCME, Local 1 Employees; and
- E. Fixing the Employer's Contribution at an equal amount for Employees and Annuitants under the Public Employees' Medical and Hospital Care Act with respect to AFSCME, Local 512 Employees; and
- F. Fixing the Employer's Contribution at an equal amount for Employees and Annuitants under the Public Employees' Medical and Hospital Care Act with respect to PPEA Employees; and
- G. Fixing the Employer's Contribution at an equal amount for Employees and Annuitants under the Public Employees' Medical and Hospital Care Act with respect to IAFF Annuitants.

BACKGROUND

Pursuant to CalPERS regulations, any time an employer changes the medical premiums paid by the City on behalf of an employee group, the amount to be paid must be reflected through a Resolution approved by the City Council. Any contribution changes will take effect on January 1st of each year.

All resolutions must be forwarded to the CalPERS office, no later than 60 days prior to implementation of the City's contribution, for official notification and processing.

The City provides active employees and retired annuitant City employees with medical insurance. The City provides this insurance through an agreement with the California Public Employees' Retirement System (CalPERS). The Public Employees' Medical and Hospital Care Act (PEMHCA) governs the CalPERS Health Program which enables contracting agencies, such as the City of Pinole, to provide a health benefit program to active employees and retired annuitants.

Contracting agencies are required to provide a minimum employer medical insurance contribution toward the cost of the monthly premium for all eligible employees and retired annuitants. Local agencies can contribute amounts in excess of the minimum contribution.

Under PEMHCA, the City provides insurance to eligible retired annuitants (those that have a minimum of five (5) years of service with the City and 10 years of total CalPERS service credit) under the framework of a vesting schedule whereas the percentage of the City's contribution toward medical insurance premiums increase with continued service.

Pursuant to the CalPERS agreement, the City designated groups which would be eligible to participate in the CalPERS health plans. The groups are Elected, Management, Confidential, AFSCME Locals 1 and 512, PPEA, and IAFF.

Through negotiated Memorandum of Understandings (MOUs) between the City and the represented groups, the City has agreed to pay for a portion of the monthly medical premiums for active and retired employees and dependents.

REVIEW AND ANALYSIS

In accordance with the recently negotiated successor MOU for PPEA, AFSCME Locals 1 and 512 Employees, previously negotiated MOU for IAFF Employees, and the Management and Confidential Employee Compensation and Benefits Plan, effective January 1, 2025, the City shall pay up to the 2024 Kaiser medical monthly premiums for active and retired members in, or who were previously in, the designated groups, based on enrollment status.

The attached resolutions reflect the new contribution amount which the City Council has agreed to pay towards the active and retired employees' medical payment.

Below are the 2024 CalPERS Kaiser medical premiums for each level of benefit.

One Party Coverage: \$1,021.41
Two Party Coverage: \$2,042.82
Family Coverage: \$2,655.67

FISCAL IMPACT

In FY 2024-25, the City budgeted a total of \$3,219,560 for payment of medical premiums for active employees and retired annuitants, which is sufficient to cover the City's health insurance obligation.

ATTACHMENTS

- A. Resolution: 2025 Fixed Medical Rates - Elected
- B. Resolution: 2025 Fixed Medical Rates - Management
- C. Resolution: 2025 Fixed Medical Rates - Confidential
- D. Resolution: 2025 Fixed Medical Rates - AFSCME Local 1
- E. Resolution: 2025 Fixed Medical Rates - AFSCME Local 512
- F. Resolution: 2025 Fixed Medical Rates - PPEA
- G. Resolution: 2025 Fixed Medical Rates - IAFF

RESOLUTION NO. 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, IN THE MATTER OF FIXING THE EMPLOYER'S CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION

(Elected Officials)

WHEREAS, the City of Pinole is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by Elected Officials; and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

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

1. The employer's contribution, effective January 1, 2025, for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$1,021.41 per month with respect to employee or annuitant enrolled for self alone, \$2,042.82 per month for employee or annuitant enrolled for self and one family member, and \$2,655.67 per month for employee or annuitant enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments.

2. The City of Pinole has fully complied with all applicable provisions of Government Code 7507 in electing the benefits set forth above.

3. The participation of the employees and annuitants of the City of Pinole shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Pinole would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

4. The executive body appoint and direct, and it does hereby appoint and direct, the City Manager of the City of Pinole, to file with the Board a verified copy of this resolution, and to perform on behalf of the City Council all functions required of it under the Act.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole on this **15th** day of **October 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 15th day of October 2024.

Heather Bell, CMC
City Clerk

RESOLUTION NO. 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, IN THE MATTER OF FIXING THE EMPLOYER'S CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION

(Management Employees)

WHEREAS, the City of Pinole is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of the Management employee group; and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

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

1. The employer's contribution, effective January 1, 2025, for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$1,021.41 per month with respect to employee or annuitant enrolled for self alone, \$2,042.82 per month for employee or annuitant enrolled for self and one family member, and \$2,655.67 per month for employee or annuitant enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments.
2. The City of Pinole has fully complied with all applicable provisions of Government Code 7507 in electing the benefits set forth above.
3. The participation of the employees and annuitants of the City of Pinole shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Pinole would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.
4. The executive body appoint and direct, and it does hereby appoint and direct, the City Manager of the City of Pinole, to file with the Board a verified copy of this resolution, and to perform on behalf of the City Council all functions required of it under the Act.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole on this **15th** day of **October 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 15th day of October 2024.

Heather Bell, CMC
City Clerk

RESOLUTION NO. 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, IN THE MATTER OF FIXING THE EMPLOYER'S CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION

(Confidential Employees)

WHEREAS, the City of Pinole is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of the Confidential employee group; and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

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

1. The employer's contribution, effective January 1, 2025, for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$1,021.41 per month with respect to employee or annuitant enrolled for self alone, \$2,042.82 per month for employee or annuitant enrolled for self and one family member, and \$2,655.67 per month for employee or annuitant enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments.

2. The City of Pinole has fully complied with all applicable provisions of Government Code 7507 in electing the benefits set forth above.

3. The participation of the employees and annuitants of the City of Pinole shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Pinole would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

4. The executive body appoint and direct, and it does hereby appoint and direct, the City Manager of the City of Pinole, to file with the Board a verified copy of this resolution, and to perform on behalf of the City Council all functions required of it under the Act.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole on this **15th** day of **October 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 15th day of October 2024.

Heather Bell, CMC
City Clerk

RESOLUTION NO. 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, IN THE MATTER OF FIXING THE EMPLOYER'S CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION

(AFSCME Local 1 Employees)

WHEREAS, the City of Pinole is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of the AFSCME Local 1 employee group; and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

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

1. The employer's contribution, effective January 1, 2025, for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$1,021.41 per month with respect to employee or annuitant enrolled for self alone, \$2,042.82 per month for employee or annuitant enrolled for self and one family member, and \$2,655.67 per month for employee or annuitant enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments.

2. The City of Pinole has fully complied with all applicable provisions of Government Code 7507 in electing the benefits set forth above.

3. The participation of the employees and annuitants of the City of Pinole shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Pinole would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

4. The executive body appoint and direct, and it does hereby appoint and direct, the City Manager of the City of Pinole, to file with the Board a verified copy of this resolution, and to perform on behalf of the City Council all functions required of it under the Act.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole on this **15th** day of **October 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 15th day of October 2024.

Heather Bell, CMC
City Clerk

RESOLUTION NO. 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, IN THE MATTER OF FIXING THE EMPLOYER'S CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION

(AFSCME Local 512 Employees)

WHEREAS, the City of Pinole is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of the AFSCME Local 512 employee group; and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

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

1. The employer's contribution, effective January 1, 2025, for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$1,021.41 per month with respect to employee or annuitant enrolled for self alone, \$2,042.82 per month for employee or annuitant enrolled for self and one family member, and \$2,655.67 per month for employee or annuitant enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments.
2. The City of Pinole has fully complied with all applicable provisions of Government Code 7507 in electing the benefits set forth above.
3. The participation of the employees and annuitants of the City of Pinole shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Pinole would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.
4. The executive body appoint and direct, and it does hereby appoint and direct, the City Manager of the City of Pinole, to file with the Board a verified copy of this resolution, and to perform on behalf of the City Council all functions required of it under the Act.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole on this **15th** day of **October 2024** by the following vote:

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

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RESOLUTION NO. 2024-XX

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(PPEA Employees)

WHEREAS, the City of Pinole is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of PPEA employee group; and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

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

1. The employer's contribution, effective January 1, 2025, for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$1,021.41 per month with respect to employee or annuitant enrolled for self alone, \$2,042.82 per month for employee or annuitant enrolled for self and one family member, and \$2,655.67 per month for employee or annuitant enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments.
2. The City of Pinole has fully complied with all applicable provisions of Government Code 7507 in electing the benefits set forth above.
3. The participation of the employees and annuitants of the City of Pinole shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Pinole would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.
4. The executive body appoint and direct, and it does hereby appoint and direct, the City Manager of the City of Pinole, to file with the Board a verified copy of this resolution, and to perform on behalf of the City Council all functions required of it under the Act.

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

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 15th day of October 2024.

Heather Bell, CMC
City Clerk

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, IN THE MATTER OF FIXING THE EMPLOYER'S CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION

(IAFF Annuitants)

WHEREAS, the City of Pinole is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of IAFF group; and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

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

1. The employer's contribution, effective January 1, 2025, for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$1,021.41 per month with respect to employee or annuitant enrolled for self alone, \$2,042.82 per month for employee or annuitant enrolled for self and one family member, and \$2,655.67 per month for employee or annuitant enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments.
2. The City of Pinole has fully complied with all applicable provisions of Government Code 7507 in electing the benefits set forth above.
3. The participation of the employees and annuitants of the City of Pinole shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Pinole would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.
4. The executive body appoint and direct, and it does hereby appoint and direct, the City Manager of the City of Pinole, to file with the Board a verified copy of this resolution, and to perform on behalf of the City Council all functions required of it under the Act.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole on this **15th** day of **October 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 15th day of October 2024.

Heather Bell, CMC
City Clerk



CITY COUNCIL REPORT

9.D.

DATE: OCTOBER 15, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: STACY SHELL, HUMAN RESOURCES DIRECTOR
SUBJECT: ADOPT A RESOLUTION TO AUTHORIZE THE CITY TO JOIN PRISM

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to authorize the Human Resources Director to join PRISM and act on behalf of the City of Pinole with regard to official matters of PRISM.

BACKGROUND

The City of Pinole desires to join with the Public Risk Innovation, Solutions, and Management (PRISM), a risk management joint powers authority (JPA) of California public entities for the purpose of jointly funding and/or establishing excess and other insurance programs such as employee benefit services.

In May 2010, the Executive Committee of PRISM determined that it must require each of its city and public entity members to designate an individual or position that will have authorization to act on behalf of the entity in matters such as executing memoranda of understanding and entering into service agreements. If the City Council designates an individual rather than a position, each time an identified individual leaves the City, a new resolution would need to be adopted. In the interest of continuity and economic use of staff time and City resources, staff recommends that the City Council designate the position of Human Resources Director to comply as the position authorized to act on behalf of the City in matters relevant to PRISM.

REVIEW AND ANALYSIS

The City of Pinole desires to join the PRISM JPA to obtain employee benefit services for vision and dental. PRISM is a public agency comprised of multiple California public entities that have joined together to pool their risk in an effort to control losses and provide effective risk management solutions for employee benefit services. Currently, PRISM's membership includes 95% of the counties in California and 70% of California cities, as well as numerous school districts, special districts, housing authorities, fire districts, and other Joint Powers Authorities. In order to ensure that individuals are authorized to fully act on behalf of their respective entity, PRISM requires the governing board of all member entities to officially designate a single representative, either an individual or a position, which has authority to officially act on behalf of their entity and enter into employee benefit service agreements with PRISM.

Staff believes that given the Human Resources Director's executive role in risk management

and employee benefit matters, it is logical to select that position as having such authority.

FISCAL IMPACT

There will be no additional cost to the General Fund as a result of this action.

ATTACHMENTS

- A. Resolution
- B. PRISM JPA

RESOLUTION NO. 2024-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AUTHORIZING THE CITY TO JOIN THE PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT JOINT POWERS AUTHORITY

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, the City of Pinole desires to join together with the members of the Public Risk Innovation, Solutions, and Management (PRISM), a Joint Powers Authority, for the purpose of jointly funding and/or establishing excess and other insurance programs as determined; and

WHEREAS, PRISM has determined that it is necessary for each member of PRISM to delegate to a person[s] or position[s] authority to act on the member's behalf in matters relating to the member and PRISM.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pinole that said City Council does hereby approve becoming a member of PRISM, authorize execution of the PRISM Joint Powers Agreement, and except as to actions that must be approved by the City Council, the Human Resources Director is hereby appointed to act in all matters relating to the member and PRISM.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 15th day of October 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 15th day of October 2024.

Heather Bell
City Clerk



Adopted: October 5, 1979
 Amended: May 12, 1980
 Amended: January 23, 1987
 Amended: October 7, 1988
 Amended: March 1993
 Amended: November 18, 1996
 Amended: October 4, 2005
 Amended: February 28, 2006
 Amended: June 30, 2020

JOINT POWERS AGREEMENT PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

"CSAC" shall mean the County Supervisors Association of California, dba California State Association of Counties.

"Board of Directors" or **"Board"** shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence, which is covered by an excess or primary insurance program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program which has been designated as a major program of PRISM under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board of Directors. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of PRISM in which the member is a participant.

"Member county" shall mean any county in the State of California which has executed this Agreement and become a member of PRISM. "Member County" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity, which is not a California county, which has executed this Agreement, and become a member of PRISM, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Miscellaneous Program" is an insurance program of PRISM that does not involve pooling of self-insured claims or losses and may be made available to members as well as non-member public entities that are not a party to this Agreement.

"Occurrence" shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

"Participating county" shall mean any member county which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Participating public entity" shall mean any member public entity which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member, which is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance purchased by PRISM as part of an insurance program to cover that portion of any loss, which exceeds the joint funding capacity of that program.

ARTICLE 2 PURPOSES

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

ARTICLE 3 PARTIES TO AGREEMENT

- (a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.
- (b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.
- (c) A member for purposes of providing insurance coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

- (d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.
- (e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.
- (f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).
- (g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 4 TERM

This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 5 CREATION OF PRISM

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

ARTICLE 6 POWERS OF PRISM

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To allow non-member public entities and non-member counties to participate in Miscellaneous Programs and for risk management services to be provided to non-member counties and non-member public entities including out-of-state participants in a PRISM program.
- (h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7 BOARD OF DIRECTORS

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

- (a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board of Directors.
- (b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public

entity member, and upon termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board of Directors.

- (c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves, which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8 POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

- (a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.
- (b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.
- (c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.
- (d) The Board of Directors may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors.

- (e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.
- (f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.
- (g) The Board of Directors shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of PRISM, including all provisions for reinsurance and administrative services necessary to carry out such program.
- (h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.
- (i) The Board of Directors shall provide general supervision and policy direction to the Chief Executive Officer.
- (j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.
- (k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.
- (l) The Board of Directors may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.
- (m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of PRISM, as required under Articles 15 and 16 of this Agreement.
- (n) The Board of Directors may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities, which have contributed, to such fund.
- (o) The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

ARTICLE 9 MEETINGS OF THE BOARD OF DIRECTORS

- (a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.
- (b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.
- (c) All meetings of the Board of Directors, the Executive Committee and such committees as established by the Board of Directors pursuant to Article 12 herein, shall be called,

noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors, which shall consist of eleven members: the President and Vice President of the Board of Directors, and nine members elected by the Board of Directors from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12 COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the Board of Directors, to serve two year terms, subject to reappointment by the Board of Directors. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors as directed by the Board of Directors.

ARTICLE 13 STAFF

- (a) **Principal Staff.** The **Chief Executive Officer** shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.
- (b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.
- (c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

**ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION
OF INSURANCE PROGRAMS**

- (a) **Program Coverage.** Insurance programs of PRISM may provide coverage, including excess insurance coverage for:

- (1) Workers' compensation;
- (2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;
- (3) Comprehensive automobile liability;
- (4) Hospital malpractice liability;
- (5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

- (b) **Program and PRISM Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board of Directors may, in its discretion, allocate a share of such PRISM general expense to those members, which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.

- (1) **Annual Premium.** Except as provided in (2) below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors or the program's governing committee upon the basis of a cost allocation plan and rating formula developed by PRISM with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board of Directors, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.

- (2) **Premium Surcharge**

- (i) If PRISM experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

- (ii) If it is determined by the Board of Directors or the program's governing committee, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses, which have been incurred but not reported, the Board of Directors or the program's governing committee may impose a surcharge on all participating members.
- (iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, PRISM notifies the governing body of each participating member in writing of its recommendations regarding its intent to assess a premium surcharge and the amount recommended to be assessed each member. PRISM shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.

- (iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.
- (c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, PRISM shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.
 - (d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the Board of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.
 - (e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of an insurance program of PRISM who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

**ARTICLE 15
ACCOUNTS AND RECORDS**

- (a) **Annual Budget.** PRISM shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by PRISM.
- (b) **Funds and Accounts.** The Auditor of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by PRISM. Books and records of PRISM in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.
- (c) **Auditor's Report.** The Auditor, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.
- (d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

**ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY**

- (a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.
- (b) Pursuant to Government Code Section 6505.6, the Treasurer shall:
 - (1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.
 - (2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.
 - (3) Pay any sums due from PRISM, as approved for payment by the Board of Directors or by any body or person to whom the Board of Directors has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the Auditor.
- (c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of PRISM.
- (d) PRISM shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

ARTICLE 17
RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

- (a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.
- (b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.
- (c) Each member shall maintain an active risk control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.
- (d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board of Directors or Executive Committee.
- (e) Each member shall pay premiums and premium surcharges due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.
- (f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement insurance programs under this Agreement.
- (g) Each member shall cooperate with and assist PRISM, and any insurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.
- (h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

ARTICLE 18
ADMINISTRATION OF CLAIMS

- (a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.
- (b) PRISM may develop standards for the administration of claims for each insurance program of PRISM so as to permit oversight of the administration of claims by the members.
- (c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

- (d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.
- (e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding, which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19 NEW MEMBERS

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

ARTICLE 20 WITHDRAWAL

- (a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.
- (b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action.

ARTICLE 21 CANCELLATION

- (a) Notwithstanding the provisions of Article 20, the Board of Directors may:
 - (1) Cancel any member from this Agreement and membership in PRISM, on a majority vote of the Board of Directors members. Such action shall have the effect of canceling the member's participation in all insurance programs of PRISM as of the date that all membership is canceled.
 - (2) Cancel any member's participation in an insurance program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the Board of Directors members present and voting who represent participants in the program.

The Board of Directors shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

- (b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the insurance programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.
- (c) A member which withdraws from all insurance programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

**ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION**

- (a) If a member's participation in an insurance program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.
- (b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member, which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.
- (c) Except as provided in (d) below, a member shall pay any premium charges, which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium, which the Board of Directors determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.
- (d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the member's participation in any program.

**ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS**

- (a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided; however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.
- (b) Upon termination of this Agreement, all assets of PRISM in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.
- (c) Following termination of this Agreement, any member which was a participant in an insurance program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be

necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS
AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance to provide such coverage, as is hereinabove set forth.

ARTICLE 25
BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration and management of PRISM.

ARTICLE 26
NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the address to which communications are to be sent. Members shall address notices and other communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM as set forth in the Bylaws.

ARTICLE 27
AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

ARTICLE 28
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

**ARTICLE 29
PROHIBITION AGAINST ASSIGNMENT**

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

**ARTICLE 30
AGREEMENT COMPLETE**

This Agreement constitutes the full and complete Agreement of the parties.

**ARTICLE 31
DISPUTE RESOLUTION**

When a dispute arises between PRISM and a member, the following procedures are to be followed:

- (a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.
- (b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.
- (e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

**ARTICLE 32
FILING WITH SECRETARY OF STATE**

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: _____
(Print Name of Member)

BY: _____
(Authorized signature of Member)

Seal:



CITY COUNCIL REPORT

9.E.

DATE: OCTOBER 15, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: ERIC CASHER, CITY ATTORNEY
SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE AMENDING
CHAPTER 2.08.010 "COUNCILMEMBERS' SALARIES" OF THE PINOLE
MUNICIPAL CODE

RECOMMENDATION

Staff recommends the City Council waive the second reading of and adopt 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 Council hadn't received an increase 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. On April 18, 2023, the City Council considered an increase to Council Member salaries and provided direction to staff to draft an ordinance increasing the monthly salary to \$759.41.

At the September 17, 2024 meeting of the City Council, the Council held a first reading and introduction of the proposed ordinance. Council directed staff to conduct further research as to the maximum salary allowed under State Law and, by a vote of 3-2, introduced the ordinance subject to the amendment of the dollar amount.

REVIEW AND ANALYSIS

Staff has completed its research of the maximum amount of salary permitted under State law and determined that the City is authorized to enact an ordinance establishing a monthly salary of \$950 for council members, pursuant to the recently amended Government Code Section 36516.

If an increase is approved, it 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 \$950 per month will mean an overall increase in salaries of \$1,937.50 per month for all (5) Council members, for an annual increase of \$23,250. Council compensation is primarily funded from the General Fund. The fiscal impact for next year will be \$9,300 reflecting a salary increase for the two newly elected City Council seats following the November 2024 election.

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:

Maureen Toms, Mayor

ATTEST:

Heather Bell, City Clerk

APPROVED AS TO FORM:

Eric S. Casher, City Attorney



CITY COUNCIL REPORT

9.F.

DATE: OCTOBER 15, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: LILLY WHALEN, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY OF PINOLE TO PARTICIPATE IN THE GREEN EMPOWERMENT ZONE FOR THE NORTHERN WATERFRONT AREA OF CONTRA COSTA COUNTY

RECOMMENDATION

Staff recommends the City Council adopt a Resolution (Attachment A), authorizing the City of Pinole to participate in the Green Empowerment Zone for the Northern Waterfront Area of the County of Contra Costa

BACKGROUND

AB 844, authored by California State Assemblymember Grayson and signed into law on September 28, 2021, established the Green Empowerment Zone (GEZ) for the Northern Waterfront area of Contra Costa County. Effective until January 1, 2028, the law is codified as Chapter 34, Division 7 of Title 1 of the Government Code. The purpose of the GEZ is to build upon the comparative advantage provided by the regional concentration of highly skilled energy industry workers in the area by prioritizing access to tax incentives, grants, loan programs, workforce training, and private-sector investment in the renewable energy sector. The GEZ initially included the cities of Antioch, Benicia, Brentwood, Concord, Hercules, Martinez, Oakley, Pittsburg, Vallejo, and the unincorporated areas of Contra Costa County north of CA State Highway 4. On April 19, 2024, the GEZ Board expanded the zone to include the cities of Pinole, El Cerrito, San Pablo and Richmond. To participate, the City Council must adopt a resolution authorizing its inclusion in the GEZ and appoint a voting representative, along with an alternate, to serve on the Board of Directors. This agenda item is to formally authorize the City of Pinole's inclusion in the GEZ. A separate agenda item will consider appointment of a representative and alternate.

REVIEW AND ANALYSIS

The duties of the Green Empowerment Zone are:

1. Identification of projects and programs that will best utilize public dollars and most quickly improve the economic vitality of the Northern Waterfront area of the County of Contra Costa, especially those that leverage federal, state, local, and private sector resources in a coordinated effort to support the development of the clean energy economy.
2. Work with members of the state's congressional delegation and federal official, including any relevant federal interagency task force, to gain federal support for projects identified by the zone as critical to the region's energy economy.

3. Partner with the University of California, the California State University, community colleges, and the state's other research and educational institutions, as well as private foundations, to provide guidance, advice, and encouragement in support of studies of particular interest and importance to the energy industry in the Northern Waterfront area of the County of Contra Costa.
4. Review state policies and regulations to ensure they are fair and appropriate for the state's diverse geographic regions, including the Northern Waterfront area of the County of Contra Costa, and determine whether alternative approaches can accomplish goals in less costly ways.
5. Make recommendations to the Governor that would improve the economic well-being of the region and the quality of life of its residents.
6. Create and maintain an internet website that is managed and updated by an entity designated by the board of directors.

FISCAL IMPACT

There is no fiscal impact associated with adoption of a Resolution authorizing the City to participate in the Green Empowerment Zone

ATTACHMENTS

- A. Resolution

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE CITY OF PINOLE TO PARTICIPATE IN THE GREEN EMPOWERMENT ZONE FOR THE NORTHERN WATERFRONT AREA OF THE COUNTY OF CONTRA COSTA

WHEREAS, Assembly Bill 844 authorized the establishment of the Green Empowerment Zone for the Northern Waterfront area of the County of Contra Costa; and

WHEREAS, the purpose of the Green Empowerment Zone is to build upon the comparative advantage provided by the regional concentration of highly skilled energy industry workers by prioritizing access to tax incentives, grants, loan programs, workforce training programs, and private investment in the renewable energy sector; and

WHEREAS, the geography of the Green Empowerment Zone extends to the territories of the cities of Antioch, Benicia, Brentwood, Concord, Hercules, Martinez, Oakley, Pittsburg, and Vallejo, and the unincorporated areas of the County of Contra Costa north of State Highway 4; and

WHEREAS, Government Code section 7599.100 authorizes the cities of Antioch, Benicia, Brentwood, Concord, Hercules, Martinez, Oakley, Pittsburg, and Vallejo to participate in the Green Empowerment Zone upon the adoption of a resolution by the legislative body of each city; and

WHEREAS, the Green Empowerment Zone Board of Directors on April 19, 2024, voted to change the geography of the Green Empowerment Zone to include the City of Pinole.

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. The City Council authorizes the City of Pinole to participate in the Green Empowerment Zone; and
2. The City Council will separately appoint from its members a representative and alternate to serve a two-year term as the City's representative on the Green Empowerment Zone Board of Directors, pursuant to Government Code section 7599.101(b)(1).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the **15th** day of **October, 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 **15th** day of **October, 2024**

Heather Bell, CMC
City Clerk



CITY COUNCIL REPORT

9.G.

DATE: OCTOBER 15, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: ROXANE STONE, DEPUTY CITY CLERK
SUBJECT: RESOLUTION OF THE CITY COUNCIL OF PINOLE, CALIFORNIA, PLACING LIENS ON PROPERTIES SITUATED IN THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS UNPAID WASTE COLLECTION CHARGES FROM AN ADMINISTRATIVE HEARING CONDUCTED OCTOBER 3, 2024

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the placement of liens for the purpose of collecting outstanding payments for garbage collection services pursuant to PMC Section 8.08.110 (b) and (c).

BACKGROUND

Pursuant to Section 8.08 of the Pinole Municipal Code, an administrative hearing was held on October 3, 2024, regarding unpaid garbage collection services that fell delinquent between May and August 2024. No parties attended the hearing to protest the charges. The administrative hearing was the final step in the process to collect the delinquencies, prior to Council approval to place the liens on the subject properties to recover the full amount owed, including delinquent charges and administrative fees.

REVIEW AND ANALYSIS

None

FISCAL IMPACT

The City of Pinole receives an administrative recovery charge for each lien at the time of tax settlement or payment of the lien. There are 94 properties on which liens are being imposed, representing a total of \$41,677.75 in delinquent service charges. The total administrative recovery fee is \$60 per lien; a portion of which is remitted to Contra Costa County. The administrative recovery fees are \$5,640.00; the total lien amount including recovery fees are \$47,317.75.

Following approval by Council, a revised list will be provided to the City Clerk for recording, removing properties where accounts have been brought current since the publication of this report.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2024-XX

RESOLUTION OF THE CITY COUNCIL OF PINOLE, CALIFORNIA, PLACING LIENS ON PROPERTIES SITUATED IN THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS UNPAID WASTE COLLECTION CHARGES FROM AN ADMINISTRATIVE HEARING CONDUCTED OCTOBER 3, 2024

WHEREAS, pursuant to the Municipal Code of the City of Pinole, Chapter 8.08, Section 8.08.090, subscription to garbage collection service is required for all premises in the City of Pinole, and the premises described in Exhibit "A" located in the City of Pinole, County of Contra Costa, State of California, were provided with garbage collection services as required by PMC, Chapter 8.08; and

WHEREAS, pursuant to the provisions of Section 8.08.110, the owners of said premises were notified in writing of their requirement to subscribe to and make payment for garbage collection services as provided in said Code Section; and

WHEREAS, the owners of the premises failed to make payment for garbage collection services as required (collection charges fell delinquent between May and August 2024); and

WHEREAS, pursuant to the provisions of Section 8.08.110, a hearing was held on October 3, 2024; and

WHEREAS, as a result thereof, the City of Pinole has incurred expenses for delinquent collection charges and administrative costs as enumerated in Exhibit "A"*, which amounts remain unpaid.

NOW THEREFORE BE IT RESOLVED that pursuant to Section 8.08.110 of the Municipal Code of the City of Pinole, the City Council of the City of Pinole does hereby place a lien against said premises for the amounts as described above and as applicable to each specific premise identified as Exhibit "A" attached hereto and, by this reference, incorporated herein; and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record this resolution with the Office of the Recorder of Contra Costa County, California.

PASSED AND ADOPTED this 15th day of October 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 15th day of October 2024.

Heather Bell, CMC
City Clerk

* Exhibit A is not included as an attachment to this resolution that is posted on the City website or disseminated as part of the City Council Agenda Packet. The names of the individuals are confidential until the liens are recorded and become public record.



CITY COUNCIL REPORT

9.H.

DATE: OCTOBER 15, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: JOSEPH BINGAMAN, PUBLIC WORKS MANAGER
SANJAY MISHRA, PUBLIC WORKS DIRECTOR
SUBJECT: APPROVE THE PURCHASE OF EQUIPMENT (BRUSH CHIPPER) FOR
PUBLIC WORKS

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the purchase of a brush chipper and authorize the City Manager to approve the purchase agreements in conformance with the Procurement Policy.

BACKGROUND

Public Works maintains a large portfolio of public infrastructure, and Public Works relies upon a fleet of equipment to achieve needed outcomes for the City infrastructure. On June 18, 2024, the City Council of Pinole approved the budget allocations for the purchase of various equipment that, due to age or changes in California Air Boards emission regulations, need to be replaced.

Staff requested bids through Sourcwell, a cooperative purchasing organization for government agencies. This type of purchasing is addressed in and compliant with the newly adopted City of Pinole Procurement Policy.

REVIEW AND ANALYSIS

Our existing brush chipper is a 1984 model and has surpassed its useful service life. It needs to be replaced due to a lack of modern safety features. Newer models include various safety enhancements, such as a material winch for moving tree trunks closer to the chipper, emergency pull ties for the feeder chute, crash bars, and automatic feed rollers—none of which are available on the current unit. City staff obtained bids from Sourcwell for the purchase of a new brush chipper, and the details are attached. The quoted cost for the Brush Chipper (The Intimidator™ 15XP is a 15" capacity drum-style chipper) with add-on options is \$68,673.21, and the total cost of the purchase will not exceed \$75,000. Purchases of this scale require Council approval of the purchase agreements as per the Procurement Policy.

FISCAL IMPACT

The City Council approved use of the Equipment Reserve funds for this purchase on June 18, 2024 as part of the City budget adoption and the City has adequate funds to make this purchase.

ATTACHMENTS

- A. Resolution
- B. Brush Chipper-Quote

RESOLUTION NO. 2024-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, TO
APPROVE THE PURCHASE OF EQUIPMENT – (BRUSH CHIPPER -The Intimidator™
15XP) FOR PUBLIC WORKS**

WHEREAS the City of Pinole Public Works is responsible for maintaining the City's infrastructure; and

WHEREAS Pinole Public Works relies of various city owned equipment to provide essential service to the residents of pinole and to address maintenance needs of city's infrastructure; and

WHEREAS the City is required to replace the existing 1984 Brush Chipper which has surpassed its useful service life and out of regulatory compliance; and

WHEREAS funding for above request was approved on June 18, 2024; and

WHEREAS City staff solicited bids through Sourcewell, a cooperative purchasing organization for government agencies; and

WHEREAS the quoted cost for the Brush Chipper (The Intimidator™ 15XP is a 15" capacity drum-style chipper) with add-on options is \$68,673.21; and

WHEREAS, the City will be required to pay various taxes and fees for the purchases, which may increase the cost by up to 10%; and

WHEREAS, the total cost to purchase the Brush Chipper will not exceed \$75,000; and

WHEREAS, funds for this equipment will come from Measure S2014 Fund 106; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does hereby approve the purchase of the Brush chipper with other add-on options as shown in the attached quote and authorize the City Manager to approve the purchase agreements in conformance with the Procurement Policy.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 15th day of October 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 15th day of October 2024.

Heather Bell
City Clerk



Cal-Line Equipment Inc.
 6010 Southfront Road
 Livermore, CA 94551
 US
 (925) 443-6571 (Phone)

QUOTATION

Quotation #:	Quote Created:	Last Updated:	Salesperson:
168623	05/07/24 01:32 pm by Cal-Line Equipment Inc.	05/07/24 01:42 pm by Brenda Lint	Bruce Bartling

CUSTOMER:	BILL TO:	SHIP TO:
City of Pinole 2131 Pear Street Pinole, CA 94564 USA 510-724-8947 (Phone) Joe (Contact) jbingaman@ci.pinole.ca.us	City of Pinole 2131 Pear Street Pinole, CA 94564 USA 510-724-8947 (Phone) Joe (Contact) jbingaman@ci.pinole.ca.us	Cal-Line Equipment 6010 Southfront Road Livermore, CA 94551 USA (925) 443-6571 (Phone) Bruce Bartling (Contact) bbartling@cal-line.com

INTIMIDATOR 15XP (15" DRUM STYLE)

Qty	Part #:	Description:	Base Price:
1	MODEL-15XP	Intimidator 15XP - (15" Drum Style)	\$ 40505.00

STANDARD EQUIPMENT

Qty	Part #:	Description:
1	STANDARD	37" diameter x 18 3/4" wide drum with (4) 5/8" X 5 1/2" X 9" dual edge knives
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope
1	STANDARD	"Power slot" assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.
1	STANDARD	25 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 10 5/8" diameter x 18 3/4" wide, driven by (2) 32.3 CID hydraulic motors.
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
1	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector
1	STANDARD	Clean out and inspection door on discharge bottom
1	STANDARD	29" high x 54" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists
1	STANDARD	Inspection window mounted on top of belt shield (allows viewing of belt and easy way to check belt tension)
1	STANDARD	(2) Last chance safety pull cables
1	STANDARD	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)
1	STANDARD	Wooden pusher tool with mount on infeed hopper
1	STANDARD	3/16" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue

1 STANDARD	Frame / Fender supports
1 STANDARD	Lockable aluminum toolbox
1 STANDARD	5/16" (G70) safety chains with spring loaded latch hooks
1 STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad
1 STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1 STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)
1 STANDARD	Pressure check kit - Gauge is NOT included
1 STANDARD	Weather resistant manual container
1 STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place
1 STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable
1 STANDARD	Spanish & English combination safety decals

PAINT

Qty	Part #:	Description:	Option Price:	Extended:
1	333-28984	Standard Imron Industrial Urethane Green	\$ 0.00	\$ 0.00

ENGINE

Qty	Part #:	Description:	Option Price:	Extended:
1	990-RC1512-094	PSI 4.3L, 145 horsepower gas engine without clutch (Includes spark arrestor muffler)	\$ 14415.00	\$ 14415.00

CONTROL SYSTEM AND ENGINE INSTALLATION

Qty	Part #:	Description:	Option Price:	Extended:
1	980-6000-40	Murphy PV485 panel with reversing auto feed for PSI 145 horsepower gas engines (Includes 1,000 CCA battery with box) - Panel is mounted on engine shroud with no cover	\$ 2780.00	\$ 2780.00

CLUTCH

Qty	Part #:	Description:	Option Price:	Extended:
1	700-1000-12	NACD Spring Loaded Clutch	\$ 1725.00	\$ 1725.00

DRIVE SYSTEM

Qty	Part #:	Description:	Option Price:	Extended:
1	990-101035	Standard drive system for engine horsepower options up to 145 horsepower	\$ 0.00	\$ 0.00

INFEED

Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-980-5000-73	Hydraulic winch with line docking station and manual push button feed assist (Includes 5/16" diameter x 200' Teufelberger rope with 12" loop installed) (Includes (1) manual rear stabilizer)	\$ 5350.00	\$ 5350.00

AXLE

Qty	Part #:	Description:	Option Price:	Extended:
1	990-1016-02	Single 10,000 pound Torflex axle with electric brakes (0 degree down trail) (Will be 4 1/2" shorter than 45 degree down trail) (Now 900-5910-70)	\$ 0.00	\$ 0.00

TIRES/RIMS

Qty	Part #:	Description:	Option Price:	Extended:
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1	990-100406	(2) 215/75R 17.5" tires mounted on 8-bolt heavy-duty gray rims (8,000 pound axles on up)	\$ 0.00	\$ 0.00
FENDER				
Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-980-1002-66	12" HD bolt on steel fenders - single axle units only	\$ 90.00	\$ 90.00
HITCH				
Qty	Part #:	Description:	Option Price:	Extended:
1	990-100274	2-1/2" Wallace Forge Pintle Hitch	\$ 0.00	\$ 0.00
ADD-ON OPTIONS				
Chipper Discharge Transition				
Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-915-5000-36	Clean out and inspection door on transition.	\$ 175.00	\$ 175.00
Chocks & Chock Holders				
Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-980-100027	Aluminum Bolt On Chock Holders (Does not include chocks)	\$ 130.00	\$ 130.00
1	OPTION-980-5001-03	Rubber Wheel Chocks (2)	\$ 90.00	\$ 90.00
Cone Holder				
Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-905-5000-71	Hoop style cone holder (weld on)	\$ 175.00	\$ 175.00
Wiring				
Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-905-5000-15	Option 7 Prong (Flat/RV Style) to 6 Prong Coiled Cord	\$ 45.00	\$ 45.00
CUSTOMER TOTALS				
Total Unit Price:				\$ 65480.00
Customer Discount:			12.0000 %	- \$ 7857.60
Dealer Preparation/Delivery:				\$ 1450.00
Customer Net Unit Price:				\$ 59072.40
Freight/Shipping:				\$ 3500.00
Customer Total After Freight/Shipping:				\$ 62572.40
Sales Tax:			9.7500 %	\$ 6100.81
Customer Total:				\$ 68673.21

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date

Close

Print



CITY COUNCIL REPORT

9.I.

DATE: OCTOBER 15, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: JOSEPH BINGAMAN, PUBLIC WORKS MANAGER
SANJAY MISHRA, PUBLIC WORKS DIRECTOR
SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASE OF
STAFF VEHICLES FOR COMMUNITY DEVELOPMENT AND COMMUNITY
SERVICES DEPARTMENT

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute the purchase of three CHEVY BOLT EUV.

BACKGROUND

Public Works oversees the purchase and disposal of fleet vehicles for City departments except for the Police Department. Currently, the City owns five vehicles that either no longer operate or are obsolete. Furthermore, with the hiring of new City staff, the City needs to purchase additional vehicles and replace older vehicles. The City currently has a fleet of five sedans that Public Works, Community Development, and Community Services use.

REVIEW AND ANALYSIS

The City's fleet vehicles are necessary for the day-to-day operation of City businesses to provide services for the residents of the City of Pinole. The use of vehicles varies from Building and Public Works inspectors to Code Enforcement and Recreational services. Currently, the City needs to purchase three vehicles to provide City staff with the resources to service the community.

To align with the state and Council's commitment to environmentally conscious procurement while ensuring operational readiness for emergencies, Public Works suggests acquiring three Chevy Bolt - EUV model vehicles. This recommendation is in line with the council's direction to prioritize purchase of vehicles from a unionized manufacturer.

FISCAL IMPACT

We have received quotes for three Chevy Bolt- EUV models with a base price of \$21,615 per vehicle. The total price, including tax and fees, will be obtained from the dealer when a firm order is placed. The total budget for all three vehicles, including tax, fees and add-ons, is expected to be under \$77,000. These vehicle purchases were anticipated and are part of the current fiscal year budget, adopted at the June 18, 2024, council meeting.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2024-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, TO
APPROVE THE PURCHASE OF THREE VEHICLES, TWO FOR COMMUNITY
DEVELOPMENT AND ONE FOR COMMUNITY SERVICES DEPARTMENT FOR A TOTAL
AMOUNT NOT TO EXCEED \$77,000**

WHEREAS the City of Pinole Public Works is responsible for maintaining the City's infrastructure; and

WHEREAS Pinole Community Development and Community Services department relies on its staff vehicles to provide essential service to the residents of pinole and to address maintenance needs of city's infrastructure; and

WHEREAS the City wants to replace aging fleet and purchase three Chevy Bolt- EUV for staff use; and

WHEREAS funding for above request was approved on June 18, 2024; and

WHEREAS City staff solicited quotes from various dealers for lightly used electric vehicles as new fleet electric vehicles are not readily available; and

WHEREAS, the quoted base cost for each vehicle is \$21,625.00 ; **and**

WHEREAS, the City will be required to pay various taxes and fees for the purchases, install various safety add-on to the vehicles which will increase the cost by up to 15%; and

WHEREAS, the total cost to purchase the three vehicles and installation of safety add-ons will not exceed \$77,000; and

WHEREAS funds for the staff vehicles and will come from Measure S2014 Fund 106; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does hereby approve the purchase of the three vehicles identified herein for a total combined amount not to exceed \$77,000 and authorize the City Manager to approve the purchase agreements in conformance with the Procurement Policy.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 15th day of October, 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 15th day of October 2024.

Heather Bell
City Clerk



CITY COUNCIL REPORT

9.J.

DATE: OCTOBER 15, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: KELCEY YOUNG, CITY MANAGER
SUBJECT: APPROVE AMENDED PROCUREMENT POLICY TO AUTHORIZE CITY MANGER TO ACCEPT DONATIONS AND GRANTS UP TO \$45,000

RECOMMENDATION

Periodically, City staff will receive offers of donations from individuals or companies. These donations include lump sums or goods. The majority of these donations are less than \$500, but some may be for a higher monetary value particularly for larger projects or events. Often, donations are made for something specific and require quick approval and turn around. Grants may also be awarded with a short timeline during which the grant funds must be spent.

In order to be as efficient and effective as possible, it is recommended to designate approval authority to the City Manager to accept funds or valued donations of goods up to \$45,000. This is in alignment with the City Manager's current spending authority set forth in the City's Procurement Policy. Furthermore, the administrative time to create staff reports, and for Council to review these items is often substantial. By making this change this will also allow staff and council to focus on larger priorities. These donations will still be recorded and provided to Council as line items in the budget report, and in the City Manager's council report.

An additional item is also being added to the Procurement Policy to clarify that union printing will take priority over local preference when applicable.

BACKGROUND

Our current Procurement Policy authorizes the City Manager authority to spend funds up to \$45,000. By modifying the Procurement Policy to include the acceptance of grants and donations within the same amount, the city is keeping consistent with the prior spending authority amounts.

Additionally, the City wishes utilize union printing when available. Historically, however, it has been somewhat unclear whether union printing or local preference took priority. This change clarifies that on the rare occurrence when union printing and local preference are in conflict, the preference for union printing takes priority.

REVIEW AND ANALYSIS

Making these changes will cut down on administrative staff time, allow for more donations, and create an easier process for citizens, businesses and organizations to provide funds to the city.

It also provides clarity to the priority of union printing over local preference when applicable.

FISCAL IMPACT

This change should increase revenue and cut back on administrative costs.

ATTACHMENTS

- A. Resolution
- B. Procurement Policy eff 10-15-2024 Redlined
- C. Procurement Policy eff 10-15-2024 FINAL

RESOLUTION NO. 2024-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY PROCUREMENT POLICY TO CREATE A PURCHASING PREFERENCE FOR UNION PRINTERS

WHEREAS, the City of Pinole adopted a Procurement Policy on October 20, 2020; and

WHEREAS, the purpose of a Procurement Policy is to provide uniformity in purchasing and to define responsibilities for purchasing supplies, services, and equipment for the City of Pinole at a competitive price; and

WHEREAS, the Procurement Policy was amended and approved by the City Council on October 17, 2023; and

WHEREAS, the City Council directed staff to further amend the Procurement Policy to include a union printer purchasing preference for City print work requiring procurement from an external printer; and

WHEREAS, the City Council directed staff to further amend the Procurement Policy to clarify that when applicable union printer purchasing preference for City print work will take preference over local preference; and

WHEREAS, the City Council directed staff to further amend the Procurement Policy to delegate authority to the City Manager to accept grants and donations up to \$45,000 in alignment with City Manager spending authority; and

WHEREAS, the City Council of the City of Pinole now desires to approve the amended Procurement Policy reflecting the necessary revisions.

NOW THEREFORE, BE IT RESOLVED that the Pinole City Council does hereby approve the amended Procurement Policy attached hereto as Attachment A.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 17th day of October 2023 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 **15th** day of **October, 2024**.

Heather Bell, CMC
City Clerk

CITY OF PINOLE PROCUREMENT POLICY

(revised October 15, 2024,)

I. PURCHASING POLICY OVERVIEW

The purpose of this policy is to outline the guiding principles, rules, and standards applicable to all purchases of goods, services, and supplies made by the City of Pinole.

II. CONTRACTING PRINCIPLES

The requirements contained in this policy are informed by several guiding principles. Adherence to these principles ensures that the City's purchases are consistent with applicable legal requirements and best practices and that public funds are expended responsibly.

A. COMPETITIVE PROCESS

This policy is designed to promote full and open competition among potential vendors. Through full and open competition, the City is able to realize better pricing and more favorable terms. In interpreting this policy, staff should rely on interpretations that favor greater and more robust competition among vendors.

B. BEST OVERALL VALUE

This policy is designed to ensure that the City is getting the best value for its money when making purchases. When not required by law to select the lowest bidder, this principle permits the City to consider factors other than just price in determining what constitutes the best overall value to the City.

C. FAIRNESS AND TRANSPARENCY

This policy is designed to promote fairness and transparency in the City's purchasing system. Complying with this policy fosters equal opportunities for vendors wishing to do business with the City and ensures that public expenditures are made in an open and consistent manner.

D. COMPLIANCE WITH LAW AND BEST PRACTICES

This policy is informed by and incorporates applicable laws, regulations, and best practices applicable to public procurements. Compliance with this policy ensures that purchases are conducted in accordance with the City's legal and ethical obligations and responsibilities.

III. STANDARDS OF CONDUCT/ETHICAL CONSIDERATIONS

A. CODE OF CONDUCT

Employees are responsible for providing access to City procurement opportunities in a fair and impartial manner to all responsible suppliers, vendors, and contractors. In addition, all employees shall behave in a manner that avoids improprieties or the appearance of improprieties to maintain the public's confidence in the integrity of the City's purchasing system.

B. CONFLICT OF INTEREST

If a city officer or employee has a real or apparent conflict of interest, said individual may not participate in the selection, award, or administration of any contract, including those supported by a federal award or funding, that implicates that conflict of interest. If a city officer or employee participates in making a contract where said individual has a real or apparent conflict of

interest, such conflict may nullify or void a contract. As nullification or voiding of a contract is a serious matter with potentially significant consequences for the City, every officer or employee is responsible for recognizing and reporting a potential conflict of interest in timely manner.

A conflict of interest may arise when the city officer or employee has a direct financial interest in, or would receive a direct or material benefit arising from a contract. City officers and employees shall not be financially interested in any contract made by them in their official capacity, as such terms are defined in California Government Code Sections 1090 et seq. and 87100 et seq., and relevant case law. Prohibited interests include interests of immediate family members, domestic partners, and their respective employers or prospective employers.

City officers and employees shall report any potential or actual conflict of interest to their respective Department Head or to the City Attorney as soon as a conflict is suspected or discovered. If city officers or employees are uncertain about whether they have a conflict of interest regarding a particular contract, the individual shall consult the City Attorney's Office as soon as practicable.

It is important to note that consultants of a public entity are considered public officials under Government Code section 1090 and are subject to the requirements therein. City officers and employees should consult the City Attorney's Office on potential conflict of interest issues with respect to the City's third-party consultants and contractors.

C. CONDUCT WITH VENDORS

All employee interactions with vendors shall be conducted in a fair, open, and transparent manner. Employees shall:

- i. Refrain from showing favoritism to vendors or being unduly influenced by external factors outside the criteria outlined in this policy.
- ii. Select all vendors on the basis of meeting appropriate and fair criteria in accordance with the requirements of this policy.

D. NO GRATUITIES

No City employee shall solicit, demand, accept, or agree to accept, and shall avoid the appearance of accepting, a gift of goods or services, payment, loan, advance, deposit of money, or employment offer presented, promised in return for, or in anticipation of favorable consideration in a City procurement.

E. INTERNAL CONTROLS

Employees shall comply with the City's internal control procedures outlined in the City's Procurement Procedures. The policies guiding these internal control procedures are as follows:

- i. Employees must have or seek proper signature authority and expenditure authority for all transactions to ensure proper tracking and appropriate level of approval for all expenditures.

- ii. Duties must be segregated to diminish the risk and/or appearance of any improprieties. The Finance Director is responsible for separation of duties in an effort to negate any improprieties or the appearance of improprieties. If an employee has a question regarding separation of duties, he/she should reach out to the Finance Director for clarification.
- iii. Employees must create and maintain adequate documents and records supporting compliance with the City's procurement policies and procedures for all transactions and retain those records in accordance with the City's record retention schedule.

IV. CONTRACTING AUTHORITY

A. APPROVAL AUTHORITY

All City expenditures and purchases must be approved by either the City Manager, the Department Head (in the case of micro purchases), or the City Council. No expenditure shall be submitted or recommended to the City Council except upon approval of the City Manager or his or her authorized representative. Note that contract approval authority is distinct from budgetary approval authority. All City expenditures and purchases, regardless of amount, must be included and/or contemplated in the City's budget approved by City Council or approved by separate resolution of the City Council.

B. MONETARY THRESHOLDS

(See Appendix A for a reference chart depicting monetary thresholds by category).

1. **Non-Public Works Purchases.** The following monetary approval thresholds apply to expenditures/purchases that do not qualify as public works projects pursuant to the Public Contract Code.
 - (a) ***Department Head*** — Any expenditure, purchase, or contract (single-year or multi-year) valued under \$10,000 may be approved by a Department Head, provided that the funding for the purchase or contract is authorized in the budget approved by the City Council.
 - (b) ***City Manager Approval*** — Any expenditure, purchase, donation, grant acceptance, or contract (single-year or multi-year) valued at forty-five thousand dollars (\$45,000) or less may be approved by the City Manager, provided that the funding for the purchase or contract is authorized in the budget approved by the City Council, and revenue is recorded in the City’s financial system of record.
 - (c) ***City Council Approval*** — Any expenditure, purchase, or contract (single-year or multi-year) that exceeds forty-five thousand dollars (\$45,000) shall be authorized and approved by resolution of the City Council.
2. **Public Works Projects.** The Public Contract Code prescribes special procurement procedures for public works projects. Public works projects are defined as projects involving the “construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any

publicly-owned, leased, or operated facility.” This definition specifically excludes maintenance projects defined as “Routine,

recurring, and usual work for the preservation or protection of any publicly-owned or publicly-operated facility for its intended purposes; minor repainting; resurfacing of streets and highways at less than one inch; landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; nor work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher” (PCC § 22002 (c) and (d)).

- (a) ***City Manager Approval*** — Any contract for a public works project valued at \$200,000 or less may be awarded and approved by the City Manager.
- (b) ***City Council Approval*** — Any contract for a public works project valued over \$200,000 shall be awarded and approved by resolution of the City Council.

C. NOTICE OF COMPLETION

The City Manager, in consultation with the City Engineer, is authorized by the City Council to approve and file notices of completion on behalf of the City.

V. TYPES OF PROCUREMENTS

In the course of conducting City business, the City is required to make a variety of different types of purchases. The type of purchase dictates the policies and procedures for procuring and formalizing the purchase. Before

employees make a purchase, they should identify the type of purchase and the proper method for completing that purchase.

A. PURCHASES OF GOODS/SUPPLIES

This category of purchases includes the purchase of tangible durable and non-durable goods by the City. Examples of these types of purchases include fuel, tools, office supplies, chemicals, machinery, food, and furniture. These types of purchases are distinct from the purchase of nontangible services.

B. SERVICES

This category of purchases includes the hiring of individuals, firms, or entities to perform services for the benefit of the City. There are two categories of services: general services and consultant/professional services.

1. *General Services* — General services are non-professionalized services that are often purchased to maintain or service the City's equipment or facilities. Examples of these types of services include office equipment maintenance, cleaning services, IT support services, disposal services, and food delivery services.
2. *Consultant/Professional Services* — Consultant/Professional services are specialized services where the City hires an individual or firm to perform professional or technical tasks. Examples of these types of services include engineering and design services, audit services, architectural services, and legislative affairs services.

C. NON-PUBLIC WORKS CONSTRUCTION

Public works construction projects have a specific statutory definition and strict associated requirements. A small segment of City construction projects do not fall within the definition of “public works.” For these projects, the City has greater discretion in the method and manner of procuring these types of projects. Non-public works projects include minor repainting, minor road resurfacing, landscaping work, and other routine and recurring maintenance work for public facilities.

D. PUBLIC WORKS

Public works projects include projects involving the “construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly-owned, leased, or operated facility.” Examples of these projects are renovation of existing and construction of new City facilities, and significant road and street improvements.

VI. METHODS OF PROCUREMENT

A. OVERVIEW

The type of purchase and the amount of a purchase dictates the method of procurement. Smaller and less complex purchases involve less stringent competitive requirements. Conversely, more valuable and more complex purchases require stricter, more formalized competitive processes. (See Appendix A for a reference chart outlining the method of procurement by type and amount of purchase)

B. INFORMAL PROCUREMENT

1. *Micro Purchases* — Micro purchases need not be awarded competitively, but the price must be determined to be fair and reasonable and should be distributed equitably among qualified suppliers. Micro Purchases do not require advertising or solicitation of quotes/bids. However, seeking multiple quotes/bids, even when not required, is a best practice and helps to ensure that the City receives better pricing for its purchases. Micro purchasing may be used for purchases of goods/general services valued under \$10,000.
2. *Informal Solicitation* — Informal solicitation involves seeking three (3) written quotes from potential vendors. These written quotes may be informally documented, such as through emails between City employees and potential vendors. Informal solicitation may be used for purchases of goods, general services, non-public works construction projects, and consultant/professional services valued at \$45,000 or less. This method may also be used for public works projects valued at \$60,000 or less.
3. *Informal Bidding for Public Works Projects* — Under informal bidding procedures, the City must: (i) draft a notice inviting bids; (ii) send the notice to a City-maintained list of qualified contractors, identified according to categories of work; and/or (iii) send the notice to all appropriate construction trade journals specified by the California Uniform Construction Cost

Accounting Commission. The notice must be sent at least ten (10) calendar days before bids are due. Bids must be submitted to the City by a predetermined time and date as outlined in the bidding notice. This process is governed by California Public Contract Code §22034 and Pinole Municipal Code §3.34.040. Informal bidding procedures shall be used for public works projects over \$60,000 and up to \$200,000 in value.

C. FORMAL PROCUREMENT

1. *Formal Bidding—*

- (a) **Public Works.** Under formal bidding procedures, the City must: (i) draft a notice inviting bids; (ii) publish the notice in a newspaper of general circulation at least fifteen (15) calendar days prior to the date of the opening the bids; and (iii) send the notice to all appropriate construction trade journals specified by the California Uniform Construction Cost Accounting Commission. Bids must be submitted to the City by a predetermined time and date as outlined in the bidding notice. For public works procurements, this process is governed by California Public Contract Code § 22037. Formal bidding procedures shall be used for public works projects over \$200,000 in value.
- (b) **Non-Public Works.** Under formal bidding procedures, the City must: (i) draft a notice inviting bids; (ii) post the notice on the City's website and on City message boards; (iii) send the notice to appropriate/relevant trade

publications. Bids must be submitted to the City by a predetermined time and date as outlined in the bidding notice. Formal bidding procedures shall also be used for the purchase of goods, general services, and non-public works construction projects valued at over \$45,000.

2. *Formal Competitive Proposals (RFP)* — In a formal competitive proposal process, the City must: (i) prepare a request for proposal document identifying the project requirements, vendor qualifications, and evaluation factors; (ii) send the RFP to an adequate number of qualified sources as determined by the relevant department head or the City Manager; (iii) publish notice of the RFP in a local newspaper and/or post the RFP on the City's website at least ten (10) days prior to the deadline for receipt of proposals; and (iv) establish and implement procedures for evaluation of proposals. Formal competitive proposals shall be used for purchases of consultant/professional services valued at more than \$45,000.

D. DESIGN-BUILD CONTRACTING

Design-build contracting is a form of public works construction contracting that combines both the design and construction phases into one contract and may include other phases and processes. The City may utilize this type of procurement for certain types of services and property related to public works construction projects identified in subsection 1 below subject to making the required findings identified in subsection 2 below, and following the appropriate procedures outlined in subsection 3 below.

1. *Design-build components* — The services and property that may be combined in a design-build contract are:
 - (a) Planning;
 - (b) Design;
 - (c) Construction management;
 - (d) Construction;
 - (e) Manufacturing;
 - (f) Financing;
 - (g) Maintenance;
 - (h) Rebuilding;
 - (i) Improving;
 - (j) Repairing;
 - (k) Operation;
 - (l) Purchase and installation of materials;
 - (m) Equipment;
 - (n) Purchase of real property whether in fee, easement, lease or license; and
 - (o) Any other services necessary for a design-build entity to deliver a functional project.
2. *Findings Required* — To use a design-build process, the City Manager or City Council must make a finding that takes into consideration costs, timing, extraordinary circumstances such as the need to incorporate specialized equipment or other project components, the need to coordinate with third parties, and project financing.
3. *Requirements* — Design-build procurements follow the same requirements that apply to formal competitive proposals as

outlined in Section VI (C)(3) and the Procurement Procedures Manual. However, some form of bid security may be warranted in accordance with the requirements in Formal Bidding Procedures (Section VI (C)(1)) and the Procurement Procedures Manual.

E. COOPERATIVE PROCUREMENT

Cooperative purchasing allows the City to buy goods or services based on a competitively bid contract prepared by another public agency, when that other agency and the vendor(s) agreed in advance to a cooperative process. Use of purchasing cooperatives is encouraged as a way to obtain goods and services by aggregating volume, securing value pricing, and reducing administrative overhead. Measured use of purchasing cooperatives can significantly reduce the time and resources needed to competitively purchase goods and services. The following list summarizes the requirements and relevant considerations applicable to cooperative procurements.

1. *Competitive Purchasing* — Cooperative purchasing programs should be based on competitively awarded contracts that substantially comply with the City's procurement procedures outlined in this policy.
2. *Purchasing Cooperatives* — There are numerous purchasing cooperatives that the City can evaluate to use for a particular procurement. Some leading cooperatives include state contracts such as California Multiple Award Schedules (CMAS); the Department of General Services (DGS); OMNIA Partners

(Formerly U.S. Communities Cooperative Purchasing); Sourcewell (formerly National Joint Powers Alliance); NASPO ValuePoint (formerly WSCA-NASPO; the National Cooperative Purchasing Alliance (NCPA); and, federal General Services Agency (GSA) procurements (GSA Advantage for State and Local Governments).

3. *Value Analysis* — Purchases using any given cooperative need not be based on the absolute lowest pricing and may consider factors in addition to price, such as the time and/or resources needed for the City to independently competitively bid for the good or service.
4. *Time Limit* — The cooperative competitive bidding process that the City seeks to utilize must have occurred within twenty-four (24) months from the date the City seeks to obtain the goods or services.
5. *Piggyback Contracting* — Subject to the appropriate approval authority and if in the best interest of the City, the City may enter into contracts for goods and services, the pricing and terms of which have been previously established by another public agency or purchasing cooperative. However, care must be taken to ensure all of the City's contracting standards are satisfied. Sometimes the underlying contract or commitment originally made to a purchasing cooperative or other agency is difficult to find; however, care must be taken to ensure the City is protected via a contract. Employees should consult the City Attorney's Office for guidance on meeting the City's contracting requirements for cooperative procurements.

F. SOLE SOURCE PROCUREMENT

Regardless of the estimated cost of a purchase, the City is not required to engage in a competitive procurement process, either formal or informal, under Section V when a competitive procurement is infeasible for the reasons articulated in this section. In all cases, the City must verify and document that a particular procurement meets the criteria for a sole source identified below, and the use of sole source must be approved by the City Manager.

In order to utilize a sole source procurement, at least one of the following statements must be true: (1) The item is only available from one source; (2) After solicitation of a number of sources, the competition is determined inadequate; and/or (3) one of the conditions described below applies:

- (a) Unique or Innovative Concept—The vendor demonstrates a unique or innovative concept or capability not available from another source. “Unique or Innovative Concept” means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the City only from one source and has not in the past been available to the City from another source;
- (b) Patents or Restricted Data Rights – Patent or data rights restrictions preclude competition;

- (c) Substantial Duplication Costs – In the case of a subsequent contract for the continued development or production of highly specialized equipment or products and/or major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition;
- (d) Unacceptable Delay – In the case of a subsequent contract for the continued development or production of highly specialized equipment or products and/or major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the City’s needs.

G. EMERGENCY PROCUREMENT

Emergency procurements are those purchases necessary to avoid or mitigate a clear and imminent threat or danger where delay could result in loss of life or danger to health, welfare, or property or threaten the continued operation of the City or the provision of essential City services. Contracts awarded under this Section do not require adherence to the City’s standard procurement requirements outlined in this policy. However, if practical, it is strongly encouraged to at least obtain oral approval from the City Manager’s Office prior to making purchases pursuant to this Section.

Contracts awarded pursuant to an emergency as defined under this section require that the City Manager present a report to the City Council, at the next available meeting, describing the emergency, the actions taken, and the number and dollar amount of contracts awarded. Note that the City may be required to pass an emergency resolution or ordinance in order to be reimbursed by state or Federal agencies for emergency purchases.

H. EXEMPT PROCUREMENTS

This Section outlines types of procurements that are exempt from the standard competitive requirements outlined in this policy and also includes special considerations related to those exempt procurements. Despite the fact that a procurement may be exempt, the City may still conduct negotiations as to price, delivery and terms in connection with the award of a contract that does not require a competitive process. Nothing in this section shall preclude the solicitation of competitive bids or proposals when possible. The following is a list of procurements that are exempt from the competitive requirements outlined in this Policy.

1. Emergency procurements as defined in Section VI(G) above;
2. Specified materials or equipment that can be obtained from only one source and there is no adequate substitute in accordance with the criteria outlined in Section VI(F) above;
3. Legal or professional services that are highly specialized;
4. Design-build projects as defined in Section VI(D);
5. Cooperative procurements described in Section VI(E);

6. Procurements funded by grants, donations or gifts when any special conditions require the purchase of particular materials and/or services;
7. Purchase of surplus property owned by another public entity, or payment to other public entities or utilities;
8. Membership dues, conventions, training, travel arrangements, or advertisements in magazines, newspapers, or other media;
9. Works of art, entertainment or performance; and
10. Where competitive bids or proposals have been solicited and no bid or proposal has been received. In such situations the City Manager may proceed to have the goods procured or services performed without further competitive bidding.

VII. SPECIAL POLICIES, PROGRAMS, AND CONSIDERATIONS

Depending on the amount and/or type of purchase, there are several policies, procedures and programs that must be considered. These include:

- Application of Local Business Purchasing Preference;
- Information Technology Purchases;
- Procedures for Purchases Utilizing Federal Grant Funds;
- Purchase Orders/Blanket Purchase Orders;
- Qualified Contractors/Vendors;
- Surplus Property;
- SB 1383 Procurement Policy Requirements;
- Application of Union Print Shop Preference.

A. LOCAL BUSINESS PURCHASING PREFERENCE

Preference to locally-owned businesses will be exercised to the extent it is consistent with the law and in the best interest of the public. If a purchase

utilizes federal and state funds, then the City will not apply local preferences. In addition, the City will make an effort to ensure that its solicitations are received by small, minority-owned and/or women-owned businesses and will also make an effort to identify and remedy any barriers to such firms participating in the procurement process.

1. *Criteria for Preference.*

- (a) When bidding or purchasing goods, equipment, and services local preference may be given to a responsible, responsive Local Businesses.
- (b) The granting of these preferences must be made on a determination by the purchasing officer that quantity and quality of the local product is equal to that of the next lowest or comparable bidder.
- (c) In order for a business to be eligible to claim the preference, the business must meet the definitions of Local Business outlined below.

2. *Definition of Local Business.* A local business is: (a) A business located at a fixed location within the boundaries of the City of Pinole or a home-based business located within the boundaries of the City of Pinole;

- (b) A business that has a valid business license and is current in the payment of the business license tax;
- (c) A business owned and operated by a City of Pinole resident, with a valid City of Pinole business license.

3. *Inapplicability.* Application of the local business preference does not apply in the following situations:
- (a) Bids for public projects as defined by Public Contracts Code Sections 20161 and 22002;
 - (b) Purchases of goods and services through contracts of other governmental jurisdictions or public agencies, or cooperative purchasing agreements;
 - (c) Contracts for professional or legal services;
 - (d) Purchases or contracts funded, in whole or in part, by a governmental entity, or private and public grants and the laws, regulations or policies governing such funding prohibit application of the local preference;
 - (e) Purchases or contracts funded, in whole or in part, by the federal or state government;
 - (f) Purchases made, or contracts let under emergency situations; and
 - (g) Purchases that involve the installation of a cogeneration plant or other energy conservation project.

B. INFORMATION TECHNOLOGY PURCHASES

The City recognizes that purchasing information technology systems and equipment on the basis of lowest purchase price alone may not always serve the best interests of the City. Therefore, to ensure hardware requirements and software compatibility, all such purchases must be reviewed by the Information Systems Department prior to purchase.

C. PURCHASES WITH FEDERAL/STATE FUNDS

When purchasing goods and services involving the use of federal grant funds, the City is required to follow the provisions of 2 CFR Part 200 Subpart A §200.318 General Procurement Standards through §200.326 Contract Provisions. Employees should consult with the City Attorney on any questions regarding application of these requirements to particular purchases.

When purchasing goods and services involving the use of state of California funds, the City may be required to follow provisions of state law, regulations, and policy depending upon the specific source of the state funds. Employees should consult with the City Attorney on any questions regarding application of state requirements to particular purchases.

D. PURCHASE ORDERS/BLANKET PURCHASE ORDERS

1. *Purchase Order.* A Purchase Order is a document issued to a vendor or contractor to authorize purchases of goods, equipment, and services. Purchase orders are required for all purchases of goods, equipment and services, in addition to any required contract documents.

The purpose of a Purchase Order is to:

- (a) Ensure compliance with this policy.
- (b) Encumber funds when an unencumbered appropriation exists in the fund.

There are exemptions from Purchase Order requirements. Examples of such exemptions include acquiring land, utility payments, payments to other governmental agencies, and debt

service payments. A list of exemptions is outlined in the Procurement Procedures Manual.

2. *A Blanket Purchase Order.* A blanket purchase order is an arrangement whereby the City contracts with a vendor to provide equipment or supplies on an as-needed and often, over-the-counter basis. Blanket Purchase Orders provide a mechanism whereby items that are uneconomical to stock may be purchased in a manner that allows field operations timely access to necessary materials. Blanket Purchase Orders shall not be used to purchase services, capital assets or items maintained in stock. All Blanket Purchase Orders must be authorized by the City Manager.

Blanket Purchase Orders must be confirmed annually, before the beginning of the fiscal year. Requests for Blanket Purchase Orders may also be submitted on an as-needed basis. Once a Blanket Purchase Order is issued to a vendor, any authorized City employee may contact the vendor directly to place orders per the terms and conditions specified in the Blanket Purchase Order.

Request for Blanket Purchase Order must be reviewed based upon the following criteria:

- (a) Geographic location.
- (b) Responsiveness and capabilities.
- (c) Average dollar value and type of items to be purchased.

- (d) Frequency of need.

All Blanket Purchase Orders shall include the following information:

- (a) A general description of the equipment or supplies that may be charged.
- (b) The period of time the order will remain open, not to exceed one year.
- (c) The maximum total amount that may be charged on the purchase order.
- (d) Identification of the department(s) and employee(s) who may charge against order.
- (e) Requirement that the employee show CITY identification.
- (f) Requirement that employees print and sign their names when picking up goods.
- (g) Account number(s) to be charged.

E. QUALIFIED CONTRACTORS/VENDORS

The City maintains a list of qualified contractors in accordance with the provisions of Pinole Municipal Code § 3.34.040, Public Contract Code § 22034, and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission. This list is utilized for procurements of public projects greater than sixty thousand dollars \$60,000 and less than or equal to two hundred thousand dollars (\$200,000) that are being let through informal bid procedures. In addition to

the qualified contractors list, the City may elect to maintain a list of qualified vendors.

F. PURCHASES AT AUCTION

Use of public auctions may be an appropriate method of procurement if approved in advance by the City Manager or City Council, depending on the amount of the purchase.

G. CLIMATE-FRIENDLY AND ENVIRONMENTALLY PREFERABLE PURCHASES AND PRACTICES POLICY

Senate Bill (SB) 1383 Regulations require jurisdictions to implement specific actions which include annually purchasing a specified amount of recovered organic waste products, and requiring recycled content paper products and recordkeeping to demonstrate compliance. The following details the SB 1383 procurement requirements for the City for meeting the annual recovered organic waste product procurement target, as well as the recycled-content paper procurement requirements as described in SB 1383 regulations (14 Division 7, Chapter 12, Article 12), and recordkeeping requirements.

Recovered Organic Waste Product Procurement Requirements

A. Annual Recovered Organic Waste Product Procurement Target

1. The City will annually procure for use or giveaway a quantity of Recovered Organic Waste Products that meets or exceeds its Annual Recovered Organic Waste Product Procurement Target.

2. To be eligible to meet the Annual Recovered Organic Waste Product Procurement Target, products that may be procured include the following:

- a. Compost.
- b. Mulch.
- c. Renewable Gas (in the form of transportation fuel, electricity, or heat).
- d. Electricity Procured from Biomass Conversion.

B. Requirements for City Departments

1. City department staff that are responsible for landscaping maintenance, renovation, construction, or related activity are to prioritize the use of Compost and Mulch produced from recovered Organic Waste for landscaping maintenance, renovation, or construction. SB 1383 Eligible Mulch used for land application must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a) (24.5) (A)(1)-(3).
2. City projects that are subject to the Water Efficient Landscaping Ordinance (WELO), 23 CCR, Division 2, Chapter 2.7 are to keep records of Recovered Organic Product procurement. For all mulch that is land applied, procure Mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a) (24.5) (A)(1)-(3). City staff are required to keep records, including invoices or proof of Recovered Organic Waste Product procurement (either through purchase or acquisition), and submit records to the Recordkeeping Designee, upon completion of project.

C. Procedures & Recordkeeping Requirements for Procured Organic Products City Projects

1. City staff are required to keep records, including invoices or proof of Recovered Organic Product procurement (either through purchase or acquisition), and submit records to the Recordkeeping Designee, upon completion of project. Records shall include:

- a. General description of how and where the product was used and applied, if applicable.
- b. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured.
- c. Type of product and quantity of each product.
- d. Invoice or other record demonstrating purchase or procurement.

D. Requirements for Compost and or Mulch Giveaway Events or Other Distribution Events

1. For Compost and Mulch provided to residents, businesses or other organizations through giveaway events or other types of distribution methods, the City will require that the Direct Service Provider (including the City's franchised hauler) maintain an accurate record of the quantity of Compost and/or Mulch that is distributed.

These records will include:

- a. General description of how/where product was used and or applied, as applicable
- b. Source of product (physical location), type of product and quantity of product

- c. Invoice or other record demonstrating purchase, distribution event or giveaway

2. The City's Recordkeeping Designee will keep records of Compost and Mulch provided for SB 1383 reporting purposes, and for the procurement of Mulch, report that mulch procured by the City or Direct Service Provider meets the land application standards specified in 14 CCR Section 18993.1, as it may be amended from time to time.

3. When Procurement of Recovered Organic Waste Products occurs through a Direct Service Provider, the City will require a written contract or agreement, or execute a purchase order with enforceable provisions that states mulch procured by the Direct Service Provider meets land application standards specified in 14 CCR Section 18993.1, as it may be amended from time to time.

E. Requirements for Procurement of Renewable Gas, Electricity Procured from Biomass Conversion

1. When the City procures Recovered Organic Waste Products that include Renewable Gas and/or Electricity Procured from Biomass Conversion occurs through a Direct Service Provider, the City shall enter into a written contract or agreement or execute a purchase order with enforceable provisions that includes: (i) definitions and specifications for Renewable Gas and/or Electricity Procured from Biomass Conversion and, (ii) an enforcement mechanism (e.g., termination, liquidated damages, etc.) in the event the Direct Service Provider is non-compliant with the requirements.
2. When the City has a Renewable Gas procurement (used for fuel for transportation, electricity, or heating applications), the City shall ensure

compliance with criteria specified in 14 CCR Section 18993.1., keep records for Renewable Gas procured and used by the City and provide records to the Recordkeeping Designee, on a suitable schedule as determined, but not less than annually.

3. If the City procures Renewable Gas from a Publicly-Owned Treatment Works (POTW), the City will annually verify that the Renewable Gas from the POTW complies with the requirements specified in 14 CCR Section 18993.1(h), including, but not limited to the exclusion in 14 CCR Section 17896.6(a)(1). And, the City shall annually receive a record from the POTW documenting the tons of Organic Waste received by the POTW from: (i) a compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10), that is permitted or authorized under 14 CCR Division 7; (ii) transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or (iii) a solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2. The City shall require that the POTW annually provide documentation of the percentage of biosolids that the POTW produced and transported to activities that constitute landfill disposal to demonstrate that the POTW transported less than twenty-five percent (25%) of the biosolids it produced to activities that constitute landfill disposal. Landfill disposal is defined pursuant to 14 CCR Section 18983.1(a) and includes final disposition at a landfill; use of material as alternative daily cover or alternative intermediate cover at a landfill, and other dispositions not listed in 14 CCR Section 18983.1(b).

Alternative daily cover or alternative intermediate cover are defined in 27 CCR Sections 20690 and 20700, respectively.

The City will also require annual documentation that the POTW receives vehicle-transported solid waste that is an anaerobically digestible material for the purpose of anaerobic co-digestion with POTW treatment plant wastewater to demonstrate that the POTW meets the requirement of 14 CCR Section 18993.1(h)(2). The City will ensure records are submitted to the Recordkeeping Designee on an annual basis.

When the City procures electricity from Biomass Conversion the City will maintain records detailing the amount of Electricity Procured from Biomass Conversion facilities and receive written notification by an authorized representative of the Biomass Conversion facility certifying that biomass feedstock was received from a permitted solid waste facility identified in 14 CCR Section 18993.1(i). The City will provide these records to the Recordkeeping Designee on an annual basis.

1.15.50 Requirements for Procurement of Recycled Content Paper Products

1. City staff shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%) recycle content whenever the total cost is the same cost, lesser cost or not more than 10% of the non-recycled content alternative, consistent with the requirements of the Public Contract Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended. All Paper Products and Printing and Writing Paper shall be eligible to be labeled with an unqualified recyclable

label as defined in Title 16 Code of Federal Regulations Section 260.12.

2. City staff are to maintain records of all Paper Products and Printing and Writing Paper purchases and provide sufficient records to the Recordkeeping Designee at an agreed upon schedule, but not less than annually to enable the Recordkeeping Designee to complete the required documentation for CalRecycle. City staff shall provide a copy of the invoice/ documentation of purchases, vendor name, purchaser name, date and quantity purchased, recycled content information or sufficient proof of purchase as agreed upon by CalRecycle. If non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are purchased, Town staff is to detail why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not purchased.

F. City Vendor Procurement Requirements

1. All vendors that provide Paper Products (including janitorial Paper Products) and Printing and Writing Paper to the City are to Provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%) recycle content whenever the total cost is the same cost, lesser cost or not more than 10% of the non-recycled content alternative, consistent with the requirements of the Public Contract Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended. Vendors are to only provide Paper Products and Printing and Writing Papers that meet Federal Trade Commission Recyclability standard as defined in Title 16 CFR Section 260.12.

2. Vendors are to certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website. Vendors are to certify in writing, under penalty of perjury, that the Paper Products and Printing and Writing Paper offered or sold to the City are eligible to be labeled with an unqualified recyclable label as defined in Title 16 CFR Section 260.12.
3. Vendors are to provide records of all Paper Products and Printing and Writing Paper purchased (both recycled-content and non-recycled content) made by a City department to the Recordkeeping Designee on a schedule to be determined by the Recordkeeping Designee. Records shall include a copy of the invoice/ documentation of purchase, written certifications as required, purchaser name, quantity/date purchased, and if non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper is purchased include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not purchased.
4. All vendors providing printing services to the City via a printing contract or written agreement, shall use Printing and Writing Paper that consists of at least thirty percent (30%), recycle content whenever the total cost is the same cost, lesser cost or not more than 10% of the non-recycled content alternative, consistent with the requirements of the Public Contract Code, Section 12209 or as amended.

SB 1383 PROCUREMENT RECORDKEEPING RESPONSIBILITIES

1. The City Manager or their designee will designate who will be the Recordkeeping Designee and responsible for consolidating information from all City departments pertaining to Procurement of Recovered Organic Waste Products and Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

2. The Recordkeeping Designee will track Procurement of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper and complete the following tasks:

- a) Collect and collate copies of invoices or receipts (paper or electronic) or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of City's documentation of its compliance with 14 CCR Section 18993.3.
- b) Collect and collate copies of invoices or receipts or documentation evidencing procurement from all City departments procuring Recovered Organic Waste Products and invoices or similar records from vendors/contractors/others procuring Recovered Organic Waste Products on behalf of the City to ensure compliance in meeting its Annual Recovered Organic Waste Product Procurement Target. These records must be kept as

part of the City's documentation of its compliance with 14 CCR Section 18993.1.

- c) Collect, collate, and maintain documentation submitted by the City, Direct Service Providers, and/or vendors. Compile an annual report on the City's procurement, vendor/other procurement on behalf of the City of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper, consistent with the recordkeeping requirements contained in 14 CCR Section 18993.2 for the Annual Recovered Organic Waste Product Procurement Target and 14 CCR Section 18993.4 for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper procurement. This report shall be made available to the City's responsible entity for compiling the annual report to be submitted to CalRecycle (which will include a description of compliance on other SB 1383 regulatory requirements) pursuant to 14 CCR Division 7, Chapter 12, Article 13.

OTHER ENVIRONMENTALLY PREFERABLE PROCUREMENT PRODUCTS, SERVICES AND PRACTICES

1. City staff shall prioritize the purchase of environmentally preferable products, services, and practices, whenever feasible, that include the following:

Zero Emission and or Hybrid Fuel-Efficient Vehicle Fleet. When replacing City fleet vehicles, City staff will prioritize zero emission vehicles and or fuel-efficient vehicles, provided the vehicle meets the performance standard needed for its purpose. When replacing vehicles, less-polluting alternatives such as compressed natural gas, bio-based fuels, hybrids, electric batteries, or fuel cell types are to be considered.

Landscaping/Maintenance Services. When considering landscape maintenance services, City staff will prioritize provisions of Sustainable Guidelines for Landscape Professionals (www.bayfriendlycoalition.org) and establish a preferred list of native and drought-tolerant plants for use.

Energy Efficient Electronic Equipment. When considering purchase of new electronic equipment, City staff will prioritize products that include the “Energy Star” certification and meet “EPEAT” energy efficiency standards. All employees should maintain equipment on the most energy efficient settings.

Solar Installation and Battery Storage. City staff will consider solar installation and battery storage on City properties when deemed economically beneficial.

Water Efficient Products. When considering purchase of water fixtures, plumbing fixtures, and toilets, etc. City staff will prioritize the purchase of items that include the “Water Sense” certification to maximize water efficiency.

Leadership in Energy and Environmental Design (LEED)/Green Building. When building or renovating City facilities, staff will prioritize Leadership in Energy and Environmental Design (LEED) green building practices. When exterior hardscape modifications are made to existing City facilities, staff will consider replacement of impervious surfaces with permeable substitutes such as permeable asphalt, concrete or pavers for walkways, patios, parking lots and driveways.

H. UNION PRINTER PURCHASING PREFERENCE

Preference to union printers will be exercised. Union printers must be given first priority for City print work that require the procurement of services from an external printer. In the event that a decision needs to be

made between Union printing and Local Preference, Union printing will take priority over Local Preference.

1. *Criteria for Preference.*

- (a) The printed materials must be produced by a union printer whose employees are represented by labor union.
- (b) The union printer must provide competitive pricing and quality services.
- (c) The union printer must be able to meet the project's deadlines.

2. *Definition of Union Printer.* A union printer is a commercial printer whose employees are represented by a labor union. All printing produced by a union printer displays a special mark called a union label or "union bug." This label is printed directly onto the print materials to indicate it was made by members of a labor union.

EFFECTIVE DATE OF POLICY

This amended Policy shall take effect October 17, 2023.

VIII. DEFINITIONS

Annual Recovered Organic Waste Product Procurement Target. The amount of Organic Waste in the form of a Recovered Organic Waste Product that the City of Pinole's is required to procure annually under 14 CCR Section 18993.1. This target is calculated by multiplying the per capita procurement target, which shall be 0.08 tons of Organic Waste per California resident per year, times the City's residential population using the most recent annual data reported by the California Department of Finance.

Competitive Bidding Process. The process of soliciting and obtaining formal and informal bids, including price quotations, from competing sources, from which an award is typically made to the lowest responsive and responsible bidder.

Compost. The product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream or which are separated at a centralized facility or as otherwise defined in 14 CCR Section 17896.2(a)(4).

Compost eligible for meeting the Annual Recovered Organic Waste Product Procurement Target must be produced at a compostable material handling operation or facility permitted or authorized under 14 CCR, Division 7, Chapter 3.1 or produced at a large volume in-vessel digestion facility that composts on-site as defined and permitted under 14 CCR Division 7, Chapter 3.2. Compost shall meet the State's composting operations regulatory requirements.

Consider. To actively and in good faith seek the stated objectives of purchasing recycled content or environmentally preferable products.

Cooperative Procurement. A variety of arrangements whereby two or more public entities purchase goods and/or services from the same supplier or multiple suppliers using a single competitive bid or proposal. The combining of the purchasing requirements of two or more public entities to leverage the benefits of volume purchases, including administrative savings and other demonstrable advantages.

Department Head. A department head is a City employee holding a director-level position within the City organization. Department Heads are members of the City executive team and are charged with managing the goals, duties, budget, and personnel of individual City departments. The Fire Chief, Police Chief, Development Services Director, and Finance Director are all Department Heads.

Direct Service Provider. A person, company, agency, district, or other entity that provides a service or services to the City pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).

Electricity Procured from Biomass Conversion. Electricity generated from biomass facilities that convert recovered Organic Waste, such as wood and prunings from the municipal stream, into electricity. Electricity procured from a biomass conversion facility may only count toward the Jurisdiction's Annual Recovered Organic Waste Product Procurement Target if the facility receives feedstock directly from certain permitted or authorized compostable material handling operations or facilities, transfer/processing operations or facilities, or landfills, as described in 14 CCR Section 18993.1(i).

Emergency Procurement. Emergency procurements are those purchases necessary to avoid or mitigate a clear and imminent threat or danger where delay could result in loss of life or danger to health, welfare, or property or threaten the continued operation of the City or the provision of essential City services.

Feasible. Whenever possible and compatible with local, state, and federal law, without reducing safety, quality, or effectiveness, and where the practice, product or service is available at a reasonable cost in a reasonable period of time. Reasonable cost shall be no more than 10% of the less sustainable product.

Formal Procurement. Formal procurement describes procurements processes that require adherence to stricter and more formalized procedures and standards. Formal procurement includes formal bidding and formal competitive proposal processes. Formal procurement is used for higher value and more complex purchases.

Formal Bidding. A procurement process for public works projects valued at \$200,000 or more and for the purchase of goods, general services and non-public works construction projects valued at over \$45,000. For public works project procurements, this process is governed by California Public Contract Code § 22037. This process involves stricter and more formalized procedures than informal bidding.

Formal Competitive Proposals (RFP). A procurement process where the City solicits proposals for consultant/professional services from potential providers. A formal RFP process is for expenditures greater than \$45,000. The RFP typically starts with a scope of work and requests proposals to perform it. Proposals typically include a price component which is part of the evaluation criteria to

determine which proposal best meets the needs of the City.

General Services. Work performed, or services rendered by outside persons or entities hired by the City. Such services include but are not limited to, custodial services, building and equipment maintenance, machinery and equipment rental, utility services, and land surveying. General Services does not include contracts for public works. This type of work typically involves services where the methods for performing the work is standardized.

Informal Bidding. A procurement process for public works projects valued at more than \$60,000 but less than \$200,000. This process is governed by California Public Contract Code §22034 and Pinole Municipal Code §3.34.040 and involves less formalized and less strict procedures than formal bidding.

Informal Solicitation. A procurement process where the City solicits written quotes from potential vendors. These written quotes may be informally documented, such as through emails between City employees and potential vendors. This process may be used for purchases of goods, general services, nonpublic works construction projects, and consultant/professional services valued at \$45,000 or less and may also be used for public works projects valued at \$60,000 or less.

Informal Procurement. Informal procurement describes procurements processes that permit more flexible and less formalized procedures and standards. Informal procurement includes micro purchases, informal solicitation, and informal bidding. Informal procurement is used for lower value and less complex purchases.

Leadership in Energy and Environmental Design (LEED™) Rating System.

The green building assessment system developed by the U.S. Green Building Council designed for rating new and existing commercial, institutional, and high-rise residential buildings.

Local Preference. A program where local businesses are given preference in the City's procurement process.

Micro purchases. A procurement process where purchases need not be awarded competitively, but the price must be determined to be fair and reasonable and should be distributed equitably among qualified suppliers. This process may be used for purchase of goods/general services valued under \$10,000.

Mulch. Mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR, Division 7, Chapter 12. Mulch must meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4):

1. Be produced at one of the following facilities:
 - A. Compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); Mulch excludes mulch from chipping and grinding operations.
 - B. Transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,
 - C. A solid waste landfill as defined in Public Resources Code Section 40195.1

that is permitted under 27 CCR, Division 2.

2. Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852(a) (24.5) (A)(1)- (3).

Non-Public Works project. A type of project that does not fall within the definition of “public works project” under the Public Contract Code and is thus, not governed by the competitive requirements applicable to “public works projects.” Examples of non-public works projects include maintenance projects defined as “Routine, recurring, and usual work for the preservation or protection of any publicly-owned or publicly-operated facility for its intended purposes; minor repainting; resurfacing of streets and highways at less than one inch; landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; nor work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher” (PCC § 22002 (c) and (d)).

Organic Waste. Solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, yard trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a) (16.5), respectively.

Paper Products. Include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, toweling; or as otherwise defined in 14 CCR Section 18982(a)(51). Printing/writing paper include, but are not limited to, copy paper, envelopes, envelopes, writing tablets, newsprint, uncoated writing papers, posters, brochures, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

Piggybacking. A form of intergovernmental cooperative purchasing whereby the City utilizes the contract pricing and terms of another government agency to purchase the same goods or services.

Procurement of Recovered Organic Waste Products. Purchase or acquisition (e.g., free delivery or free distribution from a hauler or other entity via a written agreement or contract), and end use by the City or others. The City's Annual Recovered Organic Waste Product Procurement Target can be fulfilled directly by the City or by Direct Service Providers through written contracts or agreements for Procurement of Recovered Organic Waste Products at the City's request.

Professional Services. Those services provided by a person or firm engaged in a profession based on a generally recognized special knowledge or skill, including but not limited to, the professions of accountant, attorney, artist, architect, biologist, archeologist, landscape architect, construction manager, engineer, environmental consultant, training or educational consultant, and whose services are considered distinct and unique to such a degree that bidding may not be feasible. Typically, when using professional services there is considerable professional judgement on how work is to be accomplished in meeting a scope of work. As a result, other factors besides price are relevant in determining who to use in meeting City goals.

Public Works. This term is used in two regulatory arenas. In the Public Contract Code, it refers to the construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind, including, but not limited to, demolitions, and the construction and installation of drainage systems, lighting and signaling systems, sewer and water systems, and park and recreational facilities. This is the common usage that guides the City's budgeting, purchasing and other processes. However, it is important to note that the Labor Code uses this term to cover certain maintenance activities of these same public assets, which trigger prevailing wage laws.

Publicly-Owned Treatment Works (POTW). The same meaning as in Section 403.3(r) of Title 40 of the Code of Federal Regulations.

Recovered Organic Waste Products. Products made from California, landfill-diverted recovered Organic Waste processed at a permitted or otherwise authorized operation or facility, or as otherwise defined in 14 CCR Section 18982(a)(60). Products that can be used to meet the Annual Recovered Organic Waste Product Procurement Target shall include Compost, Mulch, Renewable Gas from an in-vessel digestion facility, and Electricity Procured from Biomass Conversion as described herein and provided that such products meet requirements of 14 CCR, Division 7, Chapter 12, Article 12.

Recordkeeping Designee. The staff person appointed by the City Manager or their designee track procurement and maintain records of Recovered Organic Waste Product procurement efforts both by the Town and others, if applicable, as required by 14 CCR, Division 7, Chapter 12, Articles 12 and 13.

Recyclability. The Paper Products and Printing and Writing Paper offered or sold to the Town are eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations Section 260.12.

Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper. Paper products that consist of at least 30%, by fiber weight, postconsumer fiber, consistent with the requirements of Public Contract Code Sections 22150 to 22154, 12200 and 12209, and as amended.

Renewable Gas. Gas derived from Organic Waste that has been diverted from a landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

Senate Bill 1383 (SB 1383) (Chapter 395, Statutes of 2016). Added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

SB 1383 Regulations. Refers to, for the purposes of this policy, the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

Sole Source. A situation where a good or service can only be obtained from one source due to its proprietary or specialized nature.

State. The State of California.

APPENDIX A

Type of Purchase	Cost	Approval Authority	Documentation	Procurement Method
Goods/General Services	Under \$10,000	Department Head	Purchase Order/Invoice	Micro Purchase
Goods/General Services/Non PW Construction	\$45,000 or less	City Manager	Contract	Informal Solicitation
Goods/General Services/Non PW Construction	Over \$45,000	City Council	Contract	Formal Bidding
Consultant/Professional Services	\$45,000 or less	City Manager	Contract	Informal Solicitation
Consultant/Professional Services	Over \$45,000	City Council	Contract	Formal Competitive Proposals
Public Works	\$60,000 or less	City Manager	Contract	Informal Solicitation
Public Works	Over \$60,000 up to \$200,000	City Manager	Contract	Informal Bidding
Public Works	Over \$200,000	City Council	Contract	Formal Bidding
Federally-Funded Public Works	<i>Transactions utilizing federal funds are governed by federal law and procedures</i>			
Federally-Funded Goods/Services	<i>Transactions utilizing federal funds are governed by federal law and procedures</i>			

CITY OF PINOLE PROCUREMENT POLICY

(revised October 15, 2024,)

I. PURCHASING POLICY OVERVIEW

The purpose of this policy is to outline the guiding principles, rules, and standards applicable to all purchases of goods, services, and supplies made by the City of Pinole.

II. CONTRACTING PRINCIPLES

The requirements contained in this policy are informed by several guiding principles. Adherence to these principles ensures that the City's purchases are consistent with applicable legal requirements and best practices and that public funds are expended responsibly.

A. COMPETITIVE PROCESS

This policy is designed to promote full and open competition among potential vendors. Through full and open competition, the City is able to realize better pricing and more favorable terms. In interpreting this policy, staff should rely on interpretations that favor greater and more robust competition among vendors.

B. BEST OVERALL VALUE

This policy is designed to ensure that the City is getting the best value for its money when making purchases. When not required by law to select the lowest bidder, this principle permits the City to consider factors other than just price in determining what constitutes the best overall value to the City.

C. FAIRNESS AND TRANSPARENCY

This policy is designed to promote fairness and transparency in the City's purchasing system. Complying with this policy fosters equal opportunities for vendors wishing to do business with the City and ensures that public expenditures are made in an open and consistent manner.

D. COMPLIANCE WITH LAW AND BEST PRACTICES

This policy is informed by and incorporates applicable laws, regulations, and best practices applicable to public procurements. Compliance with this policy ensures that purchases are conducted in accordance with the City's legal and ethical obligations and responsibilities.

III. STANDARDS OF CONDUCT/ETHICAL CONSIDERATIONS

A. CODE OF CONDUCT

Employees are responsible for providing access to City procurement opportunities in a fair and impartial manner to all responsible suppliers, vendors, and contractors. In addition, all employees shall behave in a manner that avoids improprieties or the appearance of improprieties to maintain the public's confidence in the integrity of the City's purchasing system.

B. CONFLICT OF INTEREST

If a city officer or employee has a real or apparent conflict of interest, said individual may not participate in the selection, award, or administration of any contract, including those supported by a federal award or funding, that implicates that conflict of interest. If a city officer or employee participates in making a contract where said individual has a real or apparent conflict of

interest, such conflict may nullify or void a contract. As nullification or voiding of a contract is a serious matter with potentially significant consequences for the City, every officer or employee is responsible for recognizing and reporting a potential conflict of interest in timely manner.

A conflict of interest may arise when the city officer or employee has a direct financial interest in, or would receive a direct or material benefit arising from a contract. City officers and employees shall not be financially interested in any contract made by them in their official capacity, as such terms are defined in California Government Code Sections 1090 et seq. and 87100 et seq., and relevant case law. Prohibited interests include interests of immediate family members, domestic partners, and their respective employers or prospective employers.

City officers and employees shall report any potential or actual conflict of interest to their respective Department Head or to the City Attorney as soon as a conflict is suspected or discovered. If city officers or employees are uncertain about whether they have a conflict of interest regarding a particular contract, the individual shall consult the City Attorney's Office as soon as practicable.

It is important to note that consultants of a public entity are considered public officials under Government Code section 1090 and are subject to the requirements therein. City officers and employees should consult the City Attorney's Office on potential conflict of interest issues with respect to the City's third-party consultants and contractors.

C. CONDUCT WITH VENDORS

All employee interactions with vendors shall be conducted in a fair, open, and transparent manner. Employees shall:

- i. Refrain from showing favoritism to vendors or being unduly influenced by external factors outside the criteria outlined in this policy.
- ii. Select all vendors on the basis of meeting appropriate and fair criteria in accordance with the requirements of this policy.

D. NO GRATUITIES

No City employee shall solicit, demand, accept, or agree to accept, and shall avoid the appearance of accepting, a gift of goods or services, payment, loan, advance, deposit of money, or employment offer presented, promised in return for, or in anticipation of favorable consideration in a City procurement.

E. INTERNAL CONTROLS

Employees shall comply with the City's internal control procedures outlined in the City's Procurement Procedures. The policies guiding these internal control procedures are as follows:

- i. Employees must have or seek proper signature authority and expenditure authority for all transactions to ensure proper tracking and appropriate level of approval for all expenditures.

- ii. Duties must be segregated to diminish the risk and/or appearance of any improprieties. The Finance Director is responsible for separation of duties in an effort to negate any improprieties or the appearance of improprieties. If an employee has a question regarding separation of duties, he/she should reach out to the Finance Director for clarification.
- iii. Employees must create and maintain adequate documents and records supporting compliance with the City's procurement policies and procedures for all transactions and retain those records in accordance with the City's record retention schedule.

IV. CONTRACTING AUTHORITY

A. APPROVAL AUTHORITY

All City expenditures and purchases must be approved by either the City Manager, the Department Head (in the case of micro purchases), or the City Council. No expenditure shall be submitted or recommended to the City Council except upon approval of the City Manager or his or her authorized representative. Note that contract approval authority is distinct from budgetary approval authority. All City expenditures and purchases, regardless of amount, must be included and/or contemplated in the City's budget approved by City Council or approved by separate resolution of the City Council.

B. MONETARY THRESHOLDS

(See Appendix A for a reference chart depicting monetary thresholds by category).

1. **Non-Public Works Purchases.** The following monetary approval thresholds apply to expenditures/purchases that do not qualify as public works projects pursuant to the Public Contract Code.
 - (a) ***Department Head*** — Any expenditure, purchase, or contract (single-year or multi-year) valued under \$10,000 may be approved by a Department Head, provided that the funding for the purchase or contract is authorized in the budget approved by the City Council.
 - (b) ***City Manager Approval*** — Any expenditure, purchase, donation, grant acceptance, or contract (single-year or multi-year) valued at forty-five thousand dollars (\$45,000) or less may be approved by the City Manager, provided that the funding for the purchase or contract is authorized in the budget approved by the City Council, and revenue is recorded in the City’s financial system of record.
 - (c) ***City Council Approval*** — Any expenditure, purchase, or contract (single-year or multi-year) that exceeds forty-five thousand dollars (\$45,000) shall be authorized and approved by resolution of the City Council.
2. **Public Works Projects.** The Public Contract Code prescribes special procurement procedures for public works projects. Public works projects are defined as projects involving the “construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any

publicly-owned, leased, or operated facility.” This definition specifically excludes maintenance projects defined as “Routine,

recurring, and usual work for the preservation or protection of any publicly-owned or publicly-operated facility for its intended purposes; minor repainting; resurfacing of streets and highways at less than one inch; landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; nor work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher” (PCC § 22002 (c) and (d)).

- (a) ***City Manager Approval*** — Any contract for a public works project valued at \$200,000 or less may be awarded and approved by the City Manager.
- (b) ***City Council Approval*** — Any contract for a public works project valued over \$200,000 shall be awarded and approved by resolution of the City Council.

C. NOTICE OF COMPLETION

The City Manager, in consultation with the City Engineer, is authorized by the City Council to approve and file notices of completion on behalf of the City.

V. TYPES OF PROCUREMENTS

In the course of conducting City business, the City is required to make a variety of different types of purchases. The type of purchase dictates the policies and procedures for procuring and formalizing the purchase. Before

employees make a purchase, they should identify the type of purchase and the proper method for completing that purchase.

A. PURCHASES OF GOODS/SUPPLIES

This category of purchases includes the purchase of tangible durable and non-durable goods by the City. Examples of these types of purchases include fuel, tools, office supplies, chemicals, machinery, food, and furniture. These types of purchases are distinct from the purchase of nontangible services.

B. SERVICES

This category of purchases includes the hiring of individuals, firms, or entities to perform services for the benefit of the City. There are two categories of services: general services and consultant/professional services.

1. *General Services* — General services are non-professionalized services that are often purchased to maintain or service the City's equipment or facilities. Examples of these types of services include office equipment maintenance, cleaning services, IT support services, disposal services, and food delivery services.
2. *Consultant/Professional Services* — Consultant/Professional services are specialized services where the City hires an individual or firm to perform professional or technical tasks. Examples of these types of services include engineering and design services, audit services, architectural services, and legislative affairs services.

C. NON-PUBLIC WORKS CONSTRUCTION

Public works construction projects have a specific statutory definition and strict associated requirements. A small segment of City construction projects do not fall within the definition of “public works.” For these projects, the City has greater discretion in the method and manner of procuring these types of projects. Non-public works projects include minor repainting, minor road resurfacing, landscaping work, and other routine and recurring maintenance work for public facilities.

D. PUBLIC WORKS

Public works projects include projects involving the “construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly-owned, leased, or operated facility.” Examples of these projects are renovation of existing and construction of new City facilities, and significant road and street improvements.

VI. METHODS OF PROCUREMENT

A. OVERVIEW

The type of purchase and the amount of a purchase dictates the method of procurement. Smaller and less complex purchases involve less stringent competitive requirements. Conversely, more valuable and more complex purchases require stricter, more formalized competitive processes. (See Appendix A for a reference chart outlining the method of procurement by type and amount of purchase)

B. INFORMAL PROCUREMENT

1. *Micro Purchases* — Micro purchases need not be awarded competitively, but the price must be determined to be fair and reasonable and should be distributed equitably among qualified suppliers. Micro Purchases do not require advertising or solicitation of quotes/bids. However, seeking multiple quotes/bids, even when not required, is a best practice and helps to ensure that the City receives better pricing for its purchases. Micro purchasing may be used for purchases of goods/general services valued under \$10,000.
2. *Informal Solicitation* — Informal solicitation involves seeking three (3) written quotes from potential vendors. These written quotes may be informally documented, such as through emails between City employees and potential vendors. Informal solicitation may be used for purchases of goods, general services, non-public works construction projects, and consultant/professional services valued at \$45,000 or less. This method may also be used for public works projects valued at \$60,000 or less.
3. *Informal Bidding for Public Works Projects* — Under informal bidding procedures, the City must: (i) draft a notice inviting bids; (ii) send the notice to a City-maintained list of qualified contractors, identified according to categories of work; and/or (iii) send the notice to all appropriate construction trade journals specified by the California Uniform Construction Cost

Accounting Commission. The notice must be sent at least ten (10) calendar days before bids are due. Bids must be submitted to the City by a predetermined time and date as outlined in the bidding notice. This process is governed by California Public Contract Code §22034 and Pinole Municipal Code §3.34.040. Informal bidding procedures shall be used for public works projects over \$60,000 and up to \$200,000 in value.

C. FORMAL PROCUREMENT

1. *Formal Bidding—*

- (a) **Public Works.** Under formal bidding procedures, the City must: (i) draft a notice inviting bids; (ii) publish the notice in a newspaper of general circulation at least fifteen (15) calendar days prior to the date of the opening the bids; and (iii) send the notice to all appropriate construction trade journals specified by the California Uniform Construction Cost Accounting Commission. Bids must be submitted to the City by a predetermined time and date as outlined in the bidding notice. For public works procurements, this process is governed by California Public Contract Code § 22037. Formal bidding procedures shall be used for public works projects over \$200,000 in value.
- (b) **Non-Public Works.** Under formal bidding procedures, the City must: (i) draft a notice inviting bids; (ii) post the notice on the City's website and on City message boards; (iii) send the notice to appropriate/relevant trade

publications. Bids must be submitted to the City by a predetermined time and date as outlined in the bidding notice. Formal bidding procedures shall also be used for the purchase of goods, general services, and non-public works construction projects valued at over \$45,000.

2. *Formal Competitive Proposals (RFP)* — In a formal competitive proposal process, the City must: (i) prepare a request for proposal document identifying the project requirements, vendor qualifications, and evaluation factors; (ii) send the RFP to an adequate number of qualified sources as determined by the relevant department head or the City Manager; (iii) publish notice of the RFP in a local newspaper and/or post the RFP on the City's website at least ten (10) days prior to the deadline for receipt of proposals; and (iv) establish and implement procedures for evaluation of proposals. Formal competitive proposals shall be used for purchases of consultant/professional services valued at more than \$45,000.

D. DESIGN-BUILD CONTRACTING

Design-build contracting is a form of public works construction contracting that combines both the design and construction phases into one contract and may include other phases and processes. The City may utilize this type of procurement for certain types of services and property related to public works construction projects identified in subsection 1 below subject to making the required findings identified in subsection 2 below, and following the appropriate procedures outlined in subsection 3 below.

1. *Design-build components* — The services and property that may be combined in a design-build contract are:
 - (a) Planning;
 - (b) Design;
 - (c) Construction management;
 - (d) Construction;
 - (e) Manufacturing;
 - (f) Financing;
 - (g) Maintenance;
 - (h) Rebuilding;
 - (i) Improving;
 - (j) Repairing;
 - (k) Operation;
 - (l) Purchase and installation of materials;
 - (m) Equipment;
 - (n) Purchase of real property whether in fee, easement, lease or license; and
 - (o) Any other services necessary for a design-build entity to deliver a functional project.
2. *Findings Required* — To use a design-build process, the City Manager or City Council must make a finding that takes into consideration costs, timing, extraordinary circumstances such as the need to incorporate specialized equipment or other project components, the need to coordinate with third parties, and project financing.
3. *Requirements* — Design-build procurements follow the same requirements that apply to formal competitive proposals as

outlined in Section VI (C)(3) and the Procurement Procedures Manual. However, some form of bid security may be warranted in accordance with the requirements in Formal Bidding Procedures (Section VI (C)(1)) and the Procurement Procedures Manual.

E. COOPERATIVE PROCUREMENT

Cooperative purchasing allows the City to buy goods or services based on a competitively bid contract prepared by another public agency, when that other agency and the vendor(s) agreed in advance to a cooperative process. Use of purchasing cooperatives is encouraged as a way to obtain goods and services by aggregating volume, securing value pricing, and reducing administrative overhead. Measured use of purchasing cooperatives can significantly reduce the time and resources needed to competitively purchase goods and services. The following list summarizes the requirements and relevant considerations applicable to cooperative procurements.

1. *Competitive Purchasing* — Cooperative purchasing programs should be based on competitively awarded contracts that substantially comply with the City's procurement procedures outlined in this policy.
2. *Purchasing Cooperatives* — There are numerous purchasing cooperatives that the City can evaluate to use for a particular procurement. Some leading cooperatives include state contracts such as California Multiple Award Schedules (CMAS); the Department of General Services (DGS); OMNIA Partners

(Formerly U.S. Communities Cooperative Purchasing); Sourcewell (formerly National Joint Powers Alliance); NASPO ValuePoint (formerly WSCA-NASPO; the National Cooperative Purchasing Alliance (NCPA); and, federal General Services Agency (GSA) procurements (GSA Advantage for State and Local Governments).

3. *Value Analysis* — Purchases using any given cooperative need not be based on the absolute lowest pricing and may consider factors in addition to price, such as the time and/or resources needed for the City to independently competitively bid for the good or service.
4. *Time Limit* — The cooperative competitive bidding process that the City seeks to utilize must have occurred within twenty-four (24) months from the date the City seeks to obtain the goods or services.
5. *Piggyback Contracting* — Subject to the appropriate approval authority and if in the best interest of the City, the City may enter into contracts for goods and services, the pricing and terms of which have been previously established by another public agency or purchasing cooperative. However, care must be taken to ensure all of the City's contracting standards are satisfied. Sometimes the underlying contract or commitment originally made to a purchasing cooperative or other agency is difficult to find; however, care must be taken to ensure the City is protected via a contract. Employees should consult the City Attorney's Office for guidance on meeting the City's contracting requirements for cooperative procurements.

F. SOLE SOURCE PROCUREMENT

Regardless of the estimated cost of a purchase, the City is not required to engage in a competitive procurement process, either formal or informal, under Section V when a competitive procurement is infeasible for the reasons articulated in this section. In all cases, the City must verify and document that a particular procurement meets the criteria for a sole source identified below, and the use of sole source must be approved by the City Manager.

In order to utilize a sole source procurement, at least one of the following statements must be true: (1) The item is only available from one source; (2) After solicitation of a number of sources, the competition is determined inadequate; and/or (3) one of the conditions described below applies:

- (a) Unique or Innovative Concept—The vendor demonstrates a unique or innovative concept or capability not available from another source. “Unique or Innovative Concept” means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the City only from one source and has not in the past been available to the City from another source;
- (b) Patents or Restricted Data Rights – Patent or data rights restrictions preclude competition;

- (c) Substantial Duplication Costs – In the case of a subsequent contract for the continued development or production of highly specialized equipment or products and/or major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition;
- (d) Unacceptable Delay – In the case of a subsequent contract for the continued development or production of highly specialized equipment or products and/or major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the City’s needs.

G. EMERGENCY PROCUREMENT

Emergency procurements are those purchases necessary to avoid or mitigate a clear and imminent threat or danger where delay could result in loss of life or danger to health, welfare, or property or threaten the continued operation of the City or the provision of essential City services. Contracts awarded under this Section do not require adherence to the City’s standard procurement requirements outlined in this policy. However, if practical, it is strongly encouraged to at least obtain oral approval from the City Manager’s Office prior to making purchases pursuant to this Section.

Contracts awarded pursuant to an emergency as defined under this section require that the City Manager present a report to the City Council, at the next available meeting, describing the emergency, the actions taken, and the number and dollar amount of contracts awarded. Note that the City may be required to pass an emergency resolution or ordinance in order to be reimbursed by state or Federal agencies for emergency purchases.

H. EXEMPT PROCUREMENTS

This Section outlines types of procurements that are exempt from the standard competitive requirements outlined in this policy and also includes special considerations related to those exempt procurements. Despite the fact that a procurement may be exempt, the City may still conduct negotiations as to price, delivery and terms in connection with the award of a contract that does not require a competitive process. Nothing in this section shall preclude the solicitation of competitive bids or proposals when possible. The following is a list of procurements that are exempt from the competitive requirements outlined in this Policy.

1. Emergency procurements as defined in Section VI(G) above;
2. Specified materials or equipment that can be obtained from only one source and there is no adequate substitute in accordance with the criteria outlined in Section VI(F) above;
3. Legal or professional services that are highly specialized;
4. Design-build projects as defined in Section VI(D);
5. Cooperative procurements described in Section VI(E);

6. Procurements funded by grants, donations or gifts when any special conditions require the purchase of particular materials and/or services;
7. Purchase of surplus property owned by another public entity, or payment to other public entities or utilities;
8. Membership dues, conventions, training, travel arrangements, or advertisements in magazines, newspapers, or other media;
9. Works of art, entertainment or performance; and
10. Where competitive bids or proposals have been solicited and no bid or proposal has been received. In such situations the City Manager may proceed to have the goods procured or services performed without further competitive bidding.

VII. SPECIAL POLICIES, PROGRAMS, AND CONSIDERATIONS

Depending on the amount and/or type of purchase, there are several policies, procedures and programs that must be considered. These include:

- Application of Local Business Purchasing Preference;
- Information Technology Purchases;
- Procedures for Purchases Utilizing Federal Grant Funds;
- Purchase Orders/Blanket Purchase Orders;
- Qualified Contractors/Vendors;
- Surplus Property;
- SB 1383 Procurement Policy Requirements;
- Application of Union Print Shop Preference.

A. LOCAL BUSINESS PURCHASING PREFERENCE

Preference to locally-owned businesses will be exercised to the extent it is consistent with the law and in the best interest of the public. If a purchase

utilizes federal and state funds, then the City will not apply local preferences. In addition, the City will make an effort to ensure that its solicitations are received by small, minority-owned and/or women-owned businesses and will also make an effort to identify and remedy any barriers to such firms participating in the procurement process.

1. *Criteria for Preference.*

- (a) When bidding or purchasing goods, equipment, and services local preference may be given to a responsible, responsive Local Businesses.
- (b) The granting of these preferences must be made on a determination by the purchasing officer that quantity and quality of the local product is equal to that of the next lowest or comparable bidder.
- (c) In order for a business to be eligible to claim the preference, the business must meet the definitions of Local Business outlined below.

2. *Definition of Local Business.* A local business is: (a) A business located at a fixed location within the boundaries of the City of Pinole or a home-based business located within the boundaries of the City of Pinole;

- (b) A business that has a valid business license and is current in the payment of the business license tax;
- (c) A business owned and operated by a City of Pinole resident, with a valid City of Pinole business license.

3. *Inapplicability.* Application of the local business preference does not apply in the following situations:
- (a) Bids for public projects as defined by Public Contracts Code Sections 20161 and 22002;
 - (b) Purchases of goods and services through contracts of other governmental jurisdictions or public agencies, or cooperative purchasing agreements;
 - (c) Contracts for professional or legal services;
 - (d) Purchases or contracts funded, in whole or in part, by a governmental entity, or private and public grants and the laws, regulations or policies governing such funding prohibit application of the local preference;
 - (e) Purchases or contracts funded, in whole or in part, by the federal or state government;
 - (f) Purchases made, or contracts let under emergency situations; and
 - (g) Purchases that involve the installation of a cogeneration plant or other energy conservation project.

B. INFORMATION TECHNOLOGY PURCHASES

The City recognizes that purchasing information technology systems and equipment on the basis of lowest purchase price alone may not always serve the best interests of the City. Therefore, to ensure hardware requirements and software compatibility, all such purchases must be reviewed by the Information Systems Department prior to purchase.

C. PURCHASES WITH FEDERAL/STATE FUNDS

When purchasing goods and services involving the use of federal grant funds, the City is required to follow the provisions of 2 CFR Part 200 Subpart A §200.318 General Procurement Standards through §200.326 Contract Provisions. Employees should consult with the City Attorney on any questions regarding application of these requirements to particular purchases.

When purchasing goods and services involving the use of state of California funds, the City may be required to follow provisions of state law, regulations, and policy depending upon the specific source of the state funds. Employees should consult with the City Attorney on any questions regarding application of state requirements to particular purchases.

D. PURCHASE ORDERS/BLANKET PURCHASE ORDERS

1. *Purchase Order.* A Purchase Order is a document issued to a vendor or contractor to authorize purchases of goods, equipment, and services. Purchase orders are required for all purchases of goods, equipment and services, in addition to any required contract documents.

The purpose of a Purchase Order is to:

- (a) Ensure compliance with this policy.
- (b) Encumber funds when an unencumbered appropriation exists in the fund.

There are exemptions from Purchase Order requirements. Examples of such exemptions include acquiring land, utility payments, payments to other governmental agencies, and debt

service payments. A list of exemptions is outlined in the Procurement Procedures Manual.

2. *A Blanket Purchase Order.* A blanket purchase order is an arrangement whereby the City contracts with a vendor to provide equipment or supplies on an as-needed and often, over-the-counter basis. Blanket Purchase Orders provide a mechanism whereby items that are uneconomical to stock may be purchased in a manner that allows field operations timely access to necessary materials. Blanket Purchase Orders shall not be used to purchase services, capital assets or items maintained in stock. All Blanket Purchase Orders must be authorized by the City Manager.

Blanket Purchase Orders must be confirmed annually, before the beginning of the fiscal year. Requests for Blanket Purchase Orders may also be submitted on an as-needed basis. Once a Blanket Purchase Order is issued to a vendor, any authorized City employee may contact the vendor directly to place orders per the terms and conditions specified in the Blanket Purchase Order.

Request for Blanket Purchase Order must be reviewed based upon the following criteria:

- (a) Geographic location.
- (b) Responsiveness and capabilities.
- (c) Average dollar value and type of items to be purchased.

- (d) Frequency of need.

All Blanket Purchase Orders shall include the following information:

- (a) A general description of the equipment or supplies that may be charged.
- (b) The period of time the order will remain open, not to exceed one year.
- (c) The maximum total amount that may be charged on the purchase order.
- (d) Identification of the department(s) and employee(s) who may charge against order.
- (e) Requirement that the employee show CITY identification.
- (f) Requirement that employees print and sign their names when picking up goods.
- (g) Account number(s) to be charged.

E. QUALIFIED CONTRACTORS/VENDORS

The City maintains a list of qualified contractors in accordance with the provisions of Pinole Municipal Code § 3.34.040, Public Contract Code § 22034, and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission. This list is utilized for procurements of public projects greater than sixty thousand dollars \$60,000 and less than or equal to two hundred thousand dollars (\$200,000) that are being let through informal bid procedures. In addition to

the qualified contractors list, the City may elect to maintain a list of qualified vendors.

F. PURCHASES AT AUCTION

Use of public auctions may be an appropriate method of procurement if approved in advance by the City Manager or City Council, depending on the amount of the purchase.

G. CLIMATE-FRIENDLY AND ENVIRONMENTALLY PREFERABLE PURCHASES AND PRACTICES POLICY

Senate Bill (SB) 1383 Regulations require jurisdictions to implement specific actions which include annually purchasing a specified amount of recovered organic waste products, and requiring recycled content paper products and recordkeeping to demonstrate compliance. The following details the SB 1383 procurement requirements for the City for meeting the annual recovered organic waste product procurement target, as well as the recycled-content paper procurement requirements as described in SB 1383 regulations (14 Division 7, Chapter 12, Article 12), and recordkeeping requirements.

Recovered Organic Waste Product Procurement Requirements

A. Annual Recovered Organic Waste Product Procurement Target

1. The City will annually procure for use or giveaway a quantity of Recovered Organic Waste Products that meets or exceeds its Annual Recovered Organic Waste Product Procurement Target.

2. To be eligible to meet the Annual Recovered Organic Waste Product Procurement Target, products that may be procured include the following:

- a. Compost.
- b. Mulch.
- c. Renewable Gas (in the form of transportation fuel, electricity, or heat).
- d. Electricity Procured from Biomass Conversion.

B. Requirements for City Departments

1. City department staff that are responsible for landscaping maintenance, renovation, construction, or related activity are to prioritize the use of Compost and Mulch produced from recovered Organic Waste for landscaping maintenance, renovation, or construction. SB 1383 Eligible Mulch used for land application must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a) (24.5) (A)(1)-(3).

2. City projects that are subject to the Water Efficient Landscaping Ordinance (WELO), 23 CCR, Division 2, Chapter 2.7 are to keep records of Recovered Organic Product procurement. For all mulch that is land applied, procure Mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a) (24.5) (A)(1)-(3). City staff are required to keep records, including invoices or proof of Recovered Organic Waste Product procurement (either through purchase or acquisition), and submit records to the Recordkeeping Designee, upon completion of project.

C. Procedures & Recordkeeping Requirements for Procured Organic Products City Projects

1. City staff are required to keep records, including invoices or proof of Recovered Organic Product procurement (either through purchase or acquisition), and submit records to the Recordkeeping Designee, upon completion of project. Records shall include:

- a. General description of how and where the product was used and applied, if applicable.
- b. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured.
- c. Type of product and quantity of each product.
- d. Invoice or other record demonstrating purchase or procurement.

D. Requirements for Compost and or Mulch Giveaway Events or Other Distribution Events

1. For Compost and Mulch provided to residents, businesses or other organizations through giveaway events or other types of distribution methods, the City will require that the Direct Service Provider (including the City's franchised hauler) maintain an accurate record of the quantity of Compost and/or Mulch that is distributed.

These records will include:

- a. General description of how/where product was used and or applied, as applicable
- b. Source of product (physical location), type of product and quantity of product

- c. Invoice or other record demonstrating purchase, distribution event or giveaway
2. The City's Recordkeeping Designee will keep records of Compost and Mulch provided for SB 1383 reporting purposes, and for the procurement of Mulch, report that mulch procured by the City or Direct Service Provider meets the land application standards specified in 14 CCR Section 18993.1, as it may be amended from time to time.
3. When Procurement of Recovered Organic Waste Products occurs through a Direct Service Provider, the City will require a written contract or agreement, or execute a purchase order with enforceable provisions that states mulch procured by the Direct Service Provider meets land application standards specified in 14 CCR Section 18993.1, as it may be amended from time to time.

E. Requirements for Procurement of Renewable Gas, Electricity Procured from Biomass Conversion

1. When the City procures Recovered Organic Waste Products that include Renewable Gas and/or Electricity Procured from Biomass Conversion occurs through a Direct Service Provider, the City shall enter into a written contract or agreement or execute a purchase order with enforceable provisions that includes: (i) definitions and specifications for Renewable Gas and/or Electricity Procured from Biomass Conversion and, (ii) an enforcement mechanism (e.g., termination, liquidated damages, etc.) in the event the Direct Service Provider is non-compliant with the requirements.
2. When the City has a Renewable Gas procurement (used for fuel for transportation, electricity, or heating applications), the City shall ensure

compliance with criteria specified in 14 CCR Section 18993.1., keep records for Renewable Gas procured and used by the City and provide records to the Recordkeeping Designee, on a suitable schedule as determined, but not less than annually.

3. If the City procures Renewable Gas from a Publicly-Owned Treatment Works (POTW), the City will annually verify that the Renewable Gas from the POTW complies with the requirements specified in 14 CCR Section 18993.1(h), including, but not limited to the exclusion in 14 CCR Section 17896.6(a)(1). And, the City shall annually receive a record from the POTW documenting the tons of Organic Waste received by the POTW from: (i) a compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10), that is permitted or authorized under 14 CCR Division 7; (ii) transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or (iii) a solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2. The City shall require that the POTW annually provide documentation of the percentage of biosolids that the POTW produced and transported to activities that constitute landfill disposal to demonstrate that the POTW transported less than twenty-five percent (25%) of the biosolids it produced to activities that constitute landfill disposal. Landfill disposal is defined pursuant to 14 CCR Section 18983.1(a) and includes final disposition at a landfill; use of material as alternative daily cover or alternative intermediate cover at a landfill, and other dispositions not listed in 14 CCR Section 18983.1(b).

Alternative daily cover or alternative intermediate cover are defined in 27 CCR Sections 20690 and 20700, respectively.

The City will also require annual documentation that the POTW receives vehicle-transported solid waste that is an anaerobically digestible material for the purpose of anaerobic co-digestion with POTW treatment plant wastewater to demonstrate that the POTW meets the requirement of 14 CCR Section 18993.1(h)(2). The City will ensure records are submitted to the Recordkeeping Designee on an annual basis.

When the City procures electricity from Biomass Conversion the City will maintain records detailing the amount of Electricity Procured from Biomass Conversion facilities and receive written notification by an authorized representative of the Biomass Conversion facility certifying that biomass feedstock was received from a permitted solid waste facility identified in 14 CCR Section 18993.1(i). The City will provide these records to the Recordkeeping Designee on an annual basis.

1.15.50 Requirements for Procurement of Recycled Content Paper Products

1. City staff shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%) recycle content whenever the total cost is the same cost, lesser cost or not more than 10% of the non-recycled content alternative, consistent with the requirements of the Public Contract Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended. All Paper Products and Printing and Writing Paper shall be eligible to be labeled with an unqualified recyclable

label as defined in Title 16 Code of Federal Regulations Section 260.12.

2. City staff are to maintain records of all Paper Products and Printing and Writing Paper purchases and provide sufficient records to the Recordkeeping Designee at an agreed upon schedule, but not less than annually to enable the Recordkeeping Designee to complete the required documentation for CalRecycle. City staff shall provide a copy of the invoice/ documentation of purchases, vendor name, purchaser name, date and quantity purchased, recycled content information or sufficient proof of purchase as agreed upon by CalRecycle. If non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are purchased, Town staff is to detail why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not purchased.

F. City Vendor Procurement Requirements

1. All vendors that provide Paper Products (including janitorial Paper Products) and Printing and Writing Paper to the City are to Provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%) recycle content whenever the total cost is the same cost, lesser cost or not more than 10% of the non-recycled content alternative, consistent with the requirements of the Public Contract Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended. Vendors are to only provide Paper Products and Printing and Writing Papers that meet Federal Trade Commission Recyclability standard as defined in Title 16 CFR Section 260.12.

2. Vendors are to certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website. Vendors are to certify in writing, under penalty of perjury, that the Paper Products and Printing and Writing Paper offered or sold to the City are eligible to be labeled with an unqualified recyclable label as defined in Title 16 CFR Section 260.12.
3. Vendors are to provide records of all Paper Products and Printing and Writing Paper purchased (both recycled-content and non-recycled content) made by a City department to the Recordkeeping Designee on a schedule to be determined by the Recordkeeping Designee. Records shall include a copy of the invoice/ documentation of purchase, written certifications as required, purchaser name, quantity/date purchased, and if non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper is purchased include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not purchased.
4. All vendors providing printing services to the City via a printing contract or written agreement, shall use Printing and Writing Paper that consists of at least thirty percent (30%), recycle content whenever the total cost is the same cost, lesser cost or not more than 10% of the non-recycled content alternative, consistent with the requirements of the Public Contract Code, Section 12209 or as amended.

SB 1383 PROCUREMENT RECORDKEEPING RESPONSIBILITIES

1. The City Manager or their designee will designate who will be the Recordkeeping Designee and responsible for consolidating information from all City departments pertaining to Procurement of Recovered Organic Waste Products and Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

2. The Recordkeeping Designee will track Procurement of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper and complete the following tasks:

- a) Collect and collate copies of invoices or receipts (paper or electronic) or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of City's documentation of its compliance with 14 CCR Section 18993.3.
- b) Collect and collate copies of invoices or receipts or documentation evidencing procurement from all City departments procuring Recovered Organic Waste Products and invoices or similar records from vendors/contractors/others procuring Recovered Organic Waste Products on behalf of the City to ensure compliance in meeting its Annual Recovered Organic Waste Product Procurement Target. These records must be kept as

part of the City's documentation of its compliance with 14 CCR Section 18993.1.

- c) Collect, collate, and maintain documentation submitted by the City, Direct Service Providers, and/or vendors. Compile an annual report on the City's procurement, vendor/other procurement on behalf of the City of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper, consistent with the recordkeeping requirements contained in 14 CCR Section 18993.2 for the Annual Recovered Organic Waste Product Procurement Target and 14 CCR Section 18993.4 for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper procurement. This report shall be made available to the City's responsible entity for compiling the annual report to be submitted to CalRecycle (which will include a description of compliance on other SB 1383 regulatory requirements) pursuant to 14 CCR Division 7, Chapter 12, Article 13.

OTHER ENVIRONMENTALLY PREFERABLE PROCUREMENT PRODUCTS, SERVICES AND PRACTICES

1. City staff shall prioritize the purchase of environmentally preferable products, services, and practices, whenever feasible, that include the following:

Zero Emission and or Hybrid Fuel-Efficient Vehicle Fleet. When replacing City fleet vehicles, City staff will prioritize zero emission vehicles and or fuel-efficient vehicles, provided the vehicle meets the performance standard needed for its purpose. When replacing vehicles, less-polluting alternatives such as compressed natural gas, bio-based fuels, hybrids, electric batteries, or fuel cell types are to be considered.

Landscaping/Maintenance Services. When considering landscape maintenance services, City staff will prioritize provisions of Sustainable Guidelines for Landscape Professionals (www.bayfriendlycoalition.org) and establish a preferred list of native and drought-tolerant plants for use.

Energy Efficient Electronic Equipment. When considering purchase of new electronic equipment, City staff will prioritize products that include the “Energy Star” certification and meet “EPEAT” energy efficiency standards. All employees should maintain equipment on the most energy efficient settings.

Solar Installation and Battery Storage. City staff will consider solar installation and battery storage on City properties when deemed economically beneficial.

Water Efficient Products. When considering purchase of water fixtures, plumbing fixtures, and toilets, etc. City staff will prioritize the purchase of items that include the “Water Sense” certification to maximize water efficiency.

Leadership in Energy and Environmental Design (LEED)/Green Building. When building or renovating City facilities, staff will prioritize Leadership in Energy and Environmental Design (LEED) green building practices. When exterior hardscape modifications are made to existing City facilities, staff will consider replacement of impervious surfaces with permeable substitutes such as permeable asphalt, concrete or pavers for walkways, patios, parking lots and driveways.

H. UNION PRINTER PURCHASING PREFERENCE

Preference to union printers will be exercised. Union printers must be given first priority for City print work that require the procurement of services from an external printer. In the event that a decision needs to be

made between Union printing and Local Preference, Union printing will take priority over Local Preference.

1. *Criteria for Preference.*

- (a) The printed materials must be produced by a union printer whose employees are represented by labor union.
- (b) The union printer must provide competitive pricing and quality services.
- (c) The union printer must be able to meet the project's deadlines.

2. *Definition of Union Printer.* A union printer is a commercial printer whose employees are represented by a labor union. All printing produced by a union printer displays a special mark called a union label or "union bug." This label is printed directly onto the print materials to indicate it was made by members of a labor union.

EFFECTIVE DATE OF POLICY

This amended Policy shall take effect October 17, 2023.

VIII. DEFINITIONS

Annual Recovered Organic Waste Product Procurement Target. The amount of Organic Waste in the form of a Recovered Organic Waste Product that the City of Pinole's is required to procure annually under 14 CCR Section 18993.1. This target is calculated by multiplying the per capita procurement target, which shall be 0.08 tons of Organic Waste per California resident per year, times the City's residential population using the most recent annual data reported by the California Department of Finance.

Competitive Bidding Process. The process of soliciting and obtaining formal and informal bids, including price quotations, from competing sources, from which an award is typically made to the lowest responsive and responsible bidder.

Compost. The product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream or which are separated at a centralized facility or as otherwise defined in 14 CCR Section 17896.2(a)(4).

Compost eligible for meeting the Annual Recovered Organic Waste Product Procurement Target must be produced at a compostable material handling operation or facility permitted or authorized under 14 CCR, Division 7, Chapter 3.1 or produced at a large volume in-vessel digestion facility that composts on-site as defined and permitted under 14 CCR Division 7, Chapter 3.2. Compost shall meet the State's composting operations regulatory requirements.

Consider. To actively and in good faith seek the stated objectives of purchasing recycled content or environmentally preferable products.

Cooperative Procurement. A variety of arrangements whereby two or more public entities purchase goods and/or services from the same supplier or multiple suppliers using a single competitive bid or proposal. The combining of the purchasing requirements of two or more public entities to leverage the benefits of volume purchases, including administrative savings and other demonstrable advantages.

Department Head. A department head is a City employee holding a director-level position within the City organization. Department Heads are members of the City executive team and are charged with managing the goals, duties, budget, and personnel of individual City departments. The Fire Chief, Police Chief, Development Services Director, and Finance Director are all Department Heads.

Direct Service Provider. A person, company, agency, district, or other entity that provides a service or services to the City pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).

Electricity Procured from Biomass Conversion. Electricity generated from biomass facilities that convert recovered Organic Waste, such as wood and prunings from the municipal stream, into electricity. Electricity procured from a biomass conversion facility may only count toward the Jurisdiction's Annual Recovered Organic Waste Product Procurement Target if the facility receives feedstock directly from certain permitted or authorized compostable material handling operations or facilities, transfer/processing operations or facilities, or landfills, as described in 14 CCR Section 18993.1(i).

Emergency Procurement. Emergency procurements are those purchases necessary to avoid or mitigate a clear and imminent threat or danger where delay could result in loss of life or danger to health, welfare, or property or threaten the continued operation of the City or the provision of essential City services.

Feasible. Whenever possible and compatible with local, state, and federal law, without reducing safety, quality, or effectiveness, and where the practice, product or service is available at a reasonable cost in a reasonable period of time. Reasonable cost shall be no more than 10% of the less sustainable product.

Formal Procurement. Formal procurement describes procurements processes that require adherence to stricter and more formalized procedures and standards. Formal procurement includes formal bidding and formal competitive proposal processes. Formal procurement is used for higher value and more complex purchases.

Formal Bidding. A procurement process for public works projects valued at \$200,000 or more and for the purchase of goods, general services and non-public works construction projects valued at over \$45,000. For public works project procurements, this process is governed by California Public Contract Code § 22037. This process involves stricter and more formalized procedures than informal bidding.

Formal Competitive Proposals (RFP). A procurement process where the City solicits proposals for consultant/professional services from potential providers. A formal RFP process is for expenditures greater than \$45,000. The RFP typically starts with a scope of work and requests proposals to perform it. Proposals typically include a price component which is part of the evaluation criteria to

determine which proposal best meets the needs of the City.

General Services. Work performed, or services rendered by outside persons or entities hired by the City. Such services include but are not limited to, custodial services, building and equipment maintenance, machinery and equipment rental, utility services, and land surveying. General Services does not include contracts for public works. This type of work typically involves services where the methods for performing the work is standardized.

Informal Bidding. A procurement process for public works projects valued at more than \$60,000 but less than \$200,000. This process is governed by California Public Contract Code §22034 and Pinole Municipal Code §3.34.040 and involves less formalized and less strict procedures than formal bidding.

Informal Solicitation. A procurement process where the City solicits written quotes from potential vendors. These written quotes may be informally documented, such as through emails between City employees and potential vendors. This process may be used for purchases of goods, general services, nonpublic works construction projects, and consultant/professional services valued at \$45,000 or less and may also be used for public works projects valued at \$60,000 or less.

Informal Procurement. Informal procurement describes procurements processes that permit more flexible and less formalized procedures and standards. Informal procurement includes micro purchases, informal solicitation, and informal bidding. Informal procurement is used for lower value and less complex purchases.

Leadership in Energy and Environmental Design (LEED™) Rating System.

The green building assessment system developed by the U.S. Green Building Council designed for rating new and existing commercial, institutional, and high-rise residential buildings.

Local Preference. A program where local businesses are given preference in the City's procurement process.

Micro purchases. A procurement process where purchases need not be awarded competitively, but the price must be determined to be fair and reasonable and should be distributed equitably among qualified suppliers. This process may be used for purchase of goods/general services valued under \$10,000.

Mulch. Mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR, Division 7, Chapter 12. Mulch must meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4):

1. Be produced at one of the following facilities:
 - A. Compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); Mulch excludes mulch from chipping and grinding operations.
 - B. Transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,
 - C. A solid waste landfill as defined in Public Resources Code Section 40195.1

that is permitted under 27 CCR, Division 2.

2. Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852(a) (24.5) (A)(1)- (3).

Non-Public Works project. A type of project that does not fall within the definition of “public works project” under the Public Contract Code and is thus, not governed by the competitive requirements applicable to “public works projects.” Examples of non-public works projects include maintenance projects defined as “Routine, recurring, and usual work for the preservation or protection of any publicly-owned or publicly-operated facility for its intended purposes; minor repainting; resurfacing of streets and highways at less than one inch; landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; nor work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher” (PCC § 22002 (c) and (d)).

Organic Waste. Solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, yard trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a) (16.5), respectively.

Paper Products. Include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, toweling; or as otherwise defined in 14 CCR Section 18982(a)(51). Printing/writing paper include, but are not limited to, copy paper, envelopes, envelopes, writing tablets, newsprint, uncoated writing papers, posters, brochures, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

Piggybacking. A form of intergovernmental cooperative purchasing whereby the City utilizes the contract pricing and terms of another government agency to purchase the same goods or services.

Procurement of Recovered Organic Waste Products. Purchase or acquisition (e.g., free delivery or free distribution from a hauler or other entity via a written agreement or contract), and end use by the City or others. The City's Annual Recovered Organic Waste Product Procurement Target can be fulfilled directly by the City or by Direct Service Providers through written contracts or agreements for Procurement of Recovered Organic Waste Products at the City's request.

Professional Services. Those services provided by a person or firm engaged in a profession based on a generally recognized special knowledge or skill, including but not limited to, the professions of accountant, attorney, artist, architect, biologist, archeologist, landscape architect, construction manager, engineer, environmental consultant, training or educational consultant, and whose services are considered distinct and unique to such a degree that bidding may not be feasible. Typically, when using professional services there is considerable professional judgement on how work is to be accomplished in meeting a scope of work. As a result, other factors besides price are relevant in determining who to use in meeting City goals.

Public Works. This term is used in two regulatory arenas. In the Public Contract Code, it refers to the construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind, including, but not limited to, demolitions, and the construction and installation of drainage systems, lighting and signaling systems, sewer and water systems, and park and recreational facilities. This is the common usage that guides the City's budgeting, purchasing and other processes. However, it is important to note that the Labor Code uses this term to cover certain maintenance activities of these same public assets, which trigger prevailing wage laws.

Publicly-Owned Treatment Works (POTW). The same meaning as in Section 403.3(r) of Title 40 of the Code of Federal Regulations.

Recovered Organic Waste Products. Products made from California, landfill-diverted recovered Organic Waste processed at a permitted or otherwise authorized operation or facility, or as otherwise defined in 14 CCR Section 18982(a)(60). Products that can be used to meet the Annual Recovered Organic Waste Product Procurement Target shall include Compost, Mulch, Renewable Gas from an in-vessel digestion facility, and Electricity Procured from Biomass Conversion as described herein and provided that such products meet requirements of 14 CCR, Division 7, Chapter 12, Article 12.

Recordkeeping Designee. The staff person appointed by the City Manager or their designee track procurement and maintain records of Recovered Organic Waste Product procurement efforts both by the Town and others, if applicable, as required by 14 CCR, Division 7, Chapter 12, Articles 12 and 13.

Recyclability. The Paper Products and Printing and Writing Paper offered or sold to the Town are eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations Section 260.12.

Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper. Paper products that consist of at least 30%, by fiber weight, postconsumer fiber, consistent with the requirements of Public Contract Code Sections 22150 to 22154, 12200 and 12209, and as amended.

Renewable Gas. Gas derived from Organic Waste that has been diverted from a landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

Senate Bill 1383 (SB 1383) (Chapter 395, Statutes of 2016). Added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

SB 1383 Regulations. Refers to, for the purposes of this policy, the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

Sole Source. A situation where a good or service can only be obtained from one source due to its proprietary or specialized nature.

State. The State of California.

APPENDIX A

Type of Purchase	Cost	Approval Authority	Documentation	Procurement Method
Goods/General Services	Under \$10,000	Department Head	Purchase Order/Invoice	Micro Purchase
Goods/General Services/Non PW Construction	\$45,000 or less	City Manager	Contract	Informal Solicitation
Goods/General Services/Non PW Construction	Over \$45,000	City Council	Contract	Formal Bidding
Consultant/Professional Services	\$45,000 or less	City Manager	Contract	Informal Solicitation
Consultant/Professional Services	Over \$45,000	City Council	Contract	Formal Competitive Proposals
Public Works	\$60,000 or less	City Manager	Contract	Informal Solicitation
Public Works	Over \$60,000 up to \$200,000	City Manager	Contract	Informal Bidding
Public Works	Over \$200,000	City Council	Contract	Formal Bidding
Federally-Funded Public Works	<i>Transactions utilizing federal funds are governed by federal law and procedures</i>			
Federally-Funded Goods/Services	<i>Transactions utilizing federal funds are governed by federal law and procedures</i>			



CITY COUNCIL REPORT

12.A.

DATE: OCTOBER 15, 2024
TO: MAYOR AND COUNCIL MEMBERS
FROM: ANDREA DWYER, COMMUNITY SERVICES DIRECTOR
SUBJECT: PINOLE VALLEY PARK SOCCER FIELD DONATION

RECOMMENDATION

City staff recommends that City Council enter into an agreement with West Contra Costa Youth Soccer League to receive a donation for the rehabilitation of the Pinole Valley Park Soccer Field.

BACKGROUND

In January 2024, the City of Pinole created the Parks Master Plan serving as a guide and implementation tool for the management and development of parks, recreation facilities, and programs throughout the city. The facilities provided within the plan are a platform for people to exercise, socialize, and connect with nature. This message also aligns with the City's mission to deliver quality services to our residents.

Within the plan, it was identified there are currently 13 parks within the City of Pinole, with 54.16 acres of developed parkland and 248.02 acres of undeveloped parkland. Goal 1.4 was to enable field sports to flourish in Pinole through the redevelopment of Pinole Valley Park sports turf areas.

During the time when city staff had to be cognizant of watering park fields, it was decided to lessen watering times and weekly maintenance of the park as it was not in the condition to provide as a resource for the community. City funds continued to be allocated for the park, but staff were placed at other locations to tend to projects not at this site.

In July 2024 staff met with West Contra Costa Youth Soccer League (WCCYSL) to discuss a collaboration and expressed an interest in expanding park usage while being able to expand resident offerings of their league. WCCYSL expressed a direct interest in graciously offering a donation to the city to cover all costs to rehabilitate the Pinole Valley Park soccer field located at the end of Wright Avenue. Currently, the site does not have any use as it is used as an open space due to the identifiable hazards that fill the field. City staff worked to identify a contractor capable of completing the work and continued to work with WCCYSL on the terms of the agreement. The estimate that was provided to the city is in the amount of \$167,050.00 for the work to be performed to include a new rehabilitated soccer field with updates to the irrigation system. West Contra Costa Youth Soccer League has offered to provide a donation for the entire \$167,050.00. This substantial donation will allow the City to rehabilitate the soccer field and will greatly improve Pinole Valley Park.

REVIEW AND ANALYSIS

Staff recommends collaborating with WCCYSL by entering into an agreement and receive the donation for the rehabilitation of the Pinole Valley Park Soccer Field.

The donation of the funds for this project will provide opportunities for WCCYSL including being the priority user for reservations for a period of 10 years, city-branded marketing for the collaboration, a plaque or other featured signage and logo of WCCYSL at the site and allow for a storage unit for the storage of the group's items.

FISCAL IMPACT

This donation will cover the cost of the field renovation. There is no additional fiscal impact from receiving this information and accepting the staff recommendation to continue to collaborate with WCCYSL as the funds are currently allocated for park maintenance, but now staff will continue to tend to the site as needed.

ATTACHMENTS

- A. Resolution
- B. Soccer Field Donation Agreement final

RESOLUTION NO. 2024 – XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WEST CONTRA COSTS YOUTH SOCCER LEAGUE TO RECEIVE A DONATION FOR THE REHABILITATION OF THE PINOLE VALLEY PARK SOCCER FIELD.

WHEREAS, in January 2024, the City of Pinole created the Parks Master Plan serving as a guide and implementation tool for the management and development of parks, recreation facilities, and programs throughout the city; and

WHEREAS, the facilities provided within the plan are a platform for people to exercise, socialize, and connect with nature. This message also aligns with the City's mission to deliver quality services to our residents; and

WHEREAS, within the plan, it was identified there are currently 13 parks within the City of Pinole, with 54.16 acres of developed parkland and 248.02 acres of undeveloped parkland; and

WHEREAS, goal 1.4 was to enable field sports to flourish in Pinole through the redevelopment of Pinole Valley Park sports turf areas; and

WHEREAS, during the time when city staff had to be cognizant of watering park fields, it was decided to lessen watering times and weekly maintenance of the park as it was not in the condition to provide as a resource for the community. City funds continued to be allocated for the park, but staff were placed at other locations to tend to projects not at this site; and

WHEREAS, in July 2024 staff met with West Contra Costa Youth Soccer League (WCCYSL) to discuss a collaboration and expressed an interest in expanding park usage while being able to expand resident offerings of their league; and

WHEREAS, WCCYSL expressed a direct interest in graciously offering a donation to the city to cover all costs to rehabilitate the Pinole Valley Park soccer field located at the end of Wright Avenue; and

WHEREAS, currently, the site does not have any use as it is used as an open space due to the identifiable hazards that fill the field; and

WHEREAS, city staff worked to identify a contractor capable of completing the work and continued to work with WCCYSL on the terms of the agreement; and

WHEREAS, the estimate that was provided to the city is in the amount of \$167,050.00 for the work to be performed to include a new rehabilitated soccer field with updates to the irrigation system; and

WHEREAS, West Contra Costa Youth Soccer League has offered to provide a donation for the entire \$167,050.00. This substantial donation will allow the City to rehabilitate the soccer field and will greatly improve Pinole Valley Park; and

WHEREAS, staff recommends collaborating with WCCYSL by entering into an agreement and receive the donation for the rehabilitation of the Pinole Valley Park Soccer Field; and

WHEREAS, the donation of the funds for this project will provide opportunities for WCCYSL including being the priority user for reservations for a period of 10 years, city-branded marketing for the collaboration, a plaque or other featured signage and logo of WCCYSL at the site and allow for a storage unit for the storage of the group's items;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pinole does approve as follows:

1. The City Manager is authorized to enter into an agreement with West Contra Costa Youth Soccer League to receive a donation in the amount of \$167,050 for the rehabilitation of the Pinole Valley Park Soccer Field.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 15th day of October 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 15th day of October 2024.

Heather Bell, CMC
City Clerk

**AGREEMENT BETWEEN CITY OF PINOLE
AND WEST CONTRA COSTA YOUTH SOCCER LEAGUE (WCCYSL)
REGARDING RENOVATION OF SOCCER FIELD
ON CITY PROPERTY**

This Agreement ("Agreement") is entered into this 15th day of October 2024 ("Effective Date") between the CITY OF PINOLE, a municipal corporation, hereinafter referred to as "CITY" and WEST CONTRA COSTA YOUTH SOCCER LEAGUE, a 501(c)(3) non-profit organization, hereinafter known as "WCCYSL".

RECITALS

WHEREAS, WCCYSL has expressed a desire to donate funding to the City for certain renovations of the soccer field at Pinole Valley Park commonly referred to as "Wright Field" or "Pinole Valley Park East Field" ("Improvements") a municipally-owned park; and

WHEREAS, CITY desires to accept a donation for such Improvements; and

WHEREAS, after the completion of the Improvements, WCCYSL shall be granted priority reservations of the soccer field in Pinole Valley Park in exchange for funding of the Improvements, among other items specified in the Agreement below; and

WHEREAS, it appears to be in the public interest to accept funding and commence construction of such Improvements.

NOW, THEREFORE, WCCYSL and CITY mutually agree as follows:

AGREEMENT

Section 1. CITY Rights and Responsibilities.

A. CITY agrees to utilize WCCYSL's donation for the renovation of the Pinole Valley Park soccer field. The plans, specifications, location and manner of work shall be in the sole discretion of CITY. The Improvement specifications are shown in Exhibit A, attached hereto and incorporated herein.

B. In exchange for WCCYSL's donation, CITY agrees to provide the following:

- i. Priority reservations for the Pinole Valley Park soccer fields, for a period of Ten (10) years following the Effective Date of this Agreement.
- ii. City-branded marketing materials promoting the renovation of the Pinole Valley Park soccer field in collaboration with WCCYSL, featuring both the City seal or logo and the WCCYSL seal or logo.
- iii. A plaque or other featured signage at the site of the Improvements featuring the seal and/or logo of WCCYSL.
- iv. Use of a designated space for placement of storage of WCCYSL equipment and materials for a period of 10 years from the date of this Agreement. The storage space shall be at a mutually agreeable location and shall be at least 14ft x 4ft to accommodate "job box" size storage exclusively for WCCYSL use. WCCYSL shall provide reasonable maintenance of

the storage box, as may be requested by City from time to time, in order to ensure the storage box is kept free of debris, mold, etc. City shall have access to the storage box at all times.

- v. CITY agrees to maintain the renovated Pinole Valley Park East to a mutually agreeable cut length for Priority use of a High-Quality Youth Soccer Field. The desired cut length is 2 inches; cut once per week at minimum during the in-use season which shall be from March 1st to December 1st annually. CITY and WCCYSL agree to engage in an ongoing mutually agreeable maintenance protocol for the Field referencing the supplier's maintenance recommendations for use as High-Quality Soccer Field.

Section 2. WCCYSL Rights and Responsibilities.

A. Prior to CITY beginning work, WCCYSL shall submit to City, a donation in the amount of One Hundred Sixty-Seven Thousand and Fifty Dollars \$167,050.00 for the renovation of the Pinole Valley Park soccer field.

Section 3. INDEMNIFICATION. To the maximum extent allowed by law, WCCYSL shall indemnify, keep and save harmless the CITY, and CITY Councilmembers, officers, agents and employees against any and all suits, claims or actions arising out of WCCYSL's performance of this Agreement by a negligent act or omission or wrongful misconduct of the WCCYSL or its employees, subcontractors or agents. WCCYSL further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the CITY or any of the other individuals enumerated above in any such action, WCCYSL shall, at its expense, satisfy and discharge the same. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

The defense and Indemnification obligations required under this Section 3 of the Agreement shall be in effect only until the completion of WCCYSL's duties and responsibilities under Section 2 of this Agreement. It is expressly understood between the parties that once the Donation referenced in Section 2 is funded WCCYSL shall owe no obligations contingent or otherwise under Section 3.

Section 4. Ownership of Improvements.

Ownership of the Improvements shall remain with CITY. The improvements shall not include the Storage Container tangible personal property within the storage container as referenced in Section 1 of the agreement which shall be the property of WCCYSL.

Section 5. Termination of Agreement or Exclusivity by City. In the event of default, the CITY may give thirty (30) days written notice to WCCYSL of its intent to terminate this Agreement or to terminate any rights given to WCCYSL under this Agreement. It will be considered a default if WCCYSL:

- a. Fails to satisfy any obligation under the terms of this Agreement, or
- b. Disregards or violate the laws or regulations of the City of Pinole, including but not limited to its failure to abide by the Pinole Municipal Code, pertaining to permitted uses in City public parks.
- c. Disregards or fails to follow the City Council's direction to work cooperatively with other regional soccer organizations serving Pinole youth to ensure that Pinole-based youth have access to the facility.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

WCCYSL

CITY OF PINOLE

By _____

By _____
City Manager

Attest:

By _____
City Clerk

Approved as to Form

By _____
Eric Casher City Attorney